



David J. Webb, C.P.M.
Director / Purchasing

ARLINGTON PUBLIC SCHOOLS

PURCHASING OFFICE

1500-0014

Ellen H. Wills, CPPB, VCO
Assistant Director / Purchasing

Frances A. Jones
Senior Buyer

Kenneth R. Lawson, CPPB
Buyer

September 30, 2014

NAVIANCE, INC.
ATTN: Joe Bissmeyer
3033 Wilson Blvd. #500
Arlington, VA 22201

Subject: CONTRACT #58FY14 - NAVIANCE K-12 SOFTWARE

Dear Sirs:

You are hereby offered a contract for NAVIANCE K-12 SOFTWARE

The work is to be performed in accordance with the:

Arlington Public Schools General Terms and Conditions to Contract # 58FY14, and the Naviance Order Form dated September 25, 2014, for the terms as set forth in such Order Form terminating on October 31, 2015.

A contract is being offered for the work referenced above. Please arrange to have an officer or authorized agent of your company sign the Acceptance of the Offer of Contract and return to this office for signature by Arlington Public Schools. A copy of the fully executed contract will be returned to you for your files.

Within ten (10) calendar days of the date the agreement is signed by Arlington Public Schools, you are requested to furnish a Certificate of Insurance. The certificate shall name the Arlington County School Board as additionally insured except for Workers' Compensation and Automobile Liability with respect to Contract #58FY14. Provision of NAVIANCE K-12 SOFTWARE. Coverage afforded by the policies listed shall be primary to all other insurance. The "Description of Operations" space shall include the Arlington Public Schools contract number and name. Evidence of the additional insured status should be typed on a separate insurance company issued endorsement.

You are also required to provide:

- Federal ID Number: 20-4027223
- Arlington License Number: BLC100084078202
- State Corporation Commission (SCC) Identification Number: F1854282

Under paragraph 22 of the General Terms and Conditions, NAVIANCE, INC. agrees, if this proposal is accepted by Arlington Public Schools, for such services and/or items, that NAVIANCE, INC. has met the requirements of the Virginia Code Section 2.2-4311.2.

Please complete the following by checking the appropriate line that applies and providing the requested information

1. NAVIANCE, INC. is a Virginia business entity organized and authorized to transact business in Virginia by the SCC. NAVIANCE, INC.'s identification number issued by the SCC is F1954282. (The SCC number is NOT your federal tax Identification number).

2. NAVIANCE, INC. is an out-of-state (foreign) business entity that is authorized to transact business in Virginia by the SCC; and such NAVIANCE, INC.'s identification number issued to it by the SCC is: _____.

3. NAVIANCE, INC. does not have an identification issued to it by the SCC and such NAVIANCE, INC. is not required to be authorized to transact business in Virginia by the SCC for the following reason(s): _____

• **Debarment Status:**


NAVIANCE, INC. shall indicate, in the space provided below, whether or not it, or any of its principals, is/are currently debarred from submitting bids or proposals to Arlington Public Schools, Virginia, or any other state or political subdivision, and whether or not it is an agent of any person or entity that is currently debarred from submitting proposals to Arlington Public Schools, Virginia, or any other state or political subdivision. An affirmative response may be considered grounds for rejection of the proposal. This statement shall also apply to any subcontractor(s) NAVIANCE, INC. intends to use in the performance of a resulting contract.

Please mark one:

No, NAVIANCE, INC. or any subcontractors it intends to use in the performance of a resulting contract, are not currently debarred from submitting bids or proposals to Arlington Public Schools, Virginia, or any other state or political subdivision

Yes, NAVIANCE, INC. and/or _____ (Name of subcontractor(s)) is/are currently debarred from submitting bids or proposals to Arlington Public Schools, Virginia, or any other state or political subdivision

Thank you for your prompt attention to this matter.

for

Frances A. Jones
Senior Buyer
Phone: (703) 228 6126
Email: fran.jones@apsva.us

ARLINGTON PUBLIC SCHOOLS
PURCHASING DEPARTMENT

ACCEPTANCE OF OFFER OF CONTRACT #58FY14 DATED September 30, 2014
FOR NAVIANCE K-12 SOFTWARE

CONTRACTOR:

NAVIANCE, INC.
NAVIANCE, INC.
ATTN: Joe Bissmeyer
3033 Wilson Blvd. #500
ARLINGTON, VA 22201

CONTRACT:
#58FY14

We confirm our unqualified acceptance of your Offer of Contract reference #58FY14 dated September 30, 2014,
for NAVIANCE K-12 SOFTWARE.

ACCEPTANCE:

NAVIANCE, INC.

SIGNATURE: *Stephen M. Smith*

TITLE: President K12, Hobsons

PRINTED NAME: Stephen M. Smith

DATE: 9/30/2014

ARLINGTON PUBLIC SCHOOLS

SIGNATURE: *David Webb*

TITLE: DIRECTOR / PURCHASING

PRINTED NAME: David Webb

DATE: September 30, 2014

ARLINGTON PUBLIC SCHOOLS

GENERAL TERMS AND CONDITIONS TO CONTRACT #58FY14

Contractor: The general terms and conditions which follow apply to all purchases and become a part of all Contracts and Purchase Order issued by the Arlington Public Schools (APS), unless otherwise specified. Contractors, or their authorized representatives, are expected to fully inform themselves as to the conditions, requirements, and specifications. Failure to do so will be at the Contractor's own risk and will not be a basis for relief.

Subject to all State and local laws, policies, resolutions, regulations and all accepted rules, regulations and limitations imposed by legislation of the Federal Government, Contractors will be bound to applicable conditions and requirements herein set forth unless otherwise specified in the solicitation. Where there is a conflict between these General Conditions and the Purchasing Resolution, the Purchasing Resolution shall prevail. Where there is a conflict between the Special Provisions and these General Terms and Conditions, the Special Provisions shall prevail.

1. AUTHORITY

The Purchasing Agent has the sole responsibility and authority for negotiating, placing and when necessary modifying each and every solicitation, Purchase Order or other award issued by the APS. In the discharge of these responsibilities, the Purchasing Agent is assisted by buyers under his supervision. No other Arlington Public Schools officer or employee is authorized to order supplies or services, enter into purchase negotiations or Contract. Any Purchase Order or Contract made which is contrary to these provisions and authorities shall be void and neither the Arlington County School Board (ACSB), nor any of its officers and employees, shall be bound thereby.

2. INDEPENDENT CONTRACTOR

The Contractor will be legally considered as an independent Contractor and neither the Contractor nor its employees will, under any circumstances, be considered servants or agents of APS. APS will not be legally responsible for any negligence or other wrongdoing by the Contractor, its servants or agents. APS will not withhold from the Contractor payments to the Contractor any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to the Contractor. Further, APS will not provide to the Contractor any insurance coverage or other benefits, including workers' compensation, normally provided by APS for its employees.

3. ARLINGTON PUBLIC SCHOOLS EMPLOYEES

No employee of APS shall be admitted to any share or part of this Contract or to any benefit that may arise from the contract which is not available to the general public.

4 - 20. INTENTIONALLY DELETED

21. CONTRACTOR REGISTRATION/ARLINGTON COUNTY LICENSE

21.1 The Contractor certifies they have the appropriate license or certificate and classification(s) required to perform the work included in the scope of the Contract, in accordance with Title 54.1, Chapter 11 of the Code of Virginia and in accordance with the laws, rules and regulations of the Commonwealth of Virginia, Department for Professional and Occupational Regulation, Virginia Board for Contractors in granting the License or Certificate and classifications.

21.2 The Contractor must comply with the provisions of Chapter 11 ("Licenses") of the Arlington County Code, if applicable. For information on the provisions of that chapter and its applicability to this solicitation, contact the Arlington County Business License Division, Office of the Commissioner of Revenue, 2100 Clarendon Boulevard, Suite 200, Arlington, Virginia 22207, (703) 228-3060.

22. AUTHORITY TO TRANSACT BUSINESS

NAVIANCE, INC., organized as a stock or non-stock corporation, limited liability company, business trust, or limited

partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Virginia Code, or as otherwise required by law. The proper legal name of NAVIANCE, INC. and the identification number issued to NAVIANCE, INC. by the State Corporation Commission must be written in the space provided above. If NAVIANCE, INC. is not required to be authorized to transact business in the Commonwealth shall include a statement describing why NAVIANCE, INC. is not required to be so authorized. APS may require NAVIANCE, INC. to provide documentation which: 1) clearly identifies the complete name and legal form of NAVIANCE, INC. (i.e. corporation, limited partnership, etc.), and 2) establishes that NAVIANCE, INC. is authorized by the State Corporation Commission to transact business in the Commonwealth of Virginia. Failure of NAVIANCE, INC. to provide such documentation shall be grounds for rejection or cancellation of the award, if an award has been made. For further information refer to the Commonwealth of Virginia State Corporation Commission website at: www.scc.virginia.gov.

23. LICENSES, PERMITS AND FEES

- 23.1 The Contractor shall secure and pay for all permits, governmental fees and licenses necessary for the proper execution and completion of the work which are legally required prior to and during the work, unless otherwise specified by APS in the solicitation.
- 23.2 Included in the permits required in the paragraph immediately above, the Contractor shall apply for and be issued a local permit for any land disturbing activity, and shall provide a "responsible land disturber" for the project, as required by Arlington County ordinance.

24. INTENTIONALLY DELETED

25. INTENTIONALLY DELETED

26. ARLINGTON PUBLIC SCHOOLS PURCHASE ORDER REQUIREMENT

Purchases by APS are authorized only if an APS Purchase Order is issued in advance of the transaction, indicating that the ordering agency has sufficient funds available to pay for the purchase. Contractors providing goods or services without a signed APS Purchase Order, do so at their own risk. APS will not be liable for payment of any purchases made by its employees without appropriate purchase authorization issued by APS Purchasing Agent.

27. CHANGES TO PURCHASE ORDERS

Any changes to an existing Purchase Order must be approved in advance through issuance of a written change order by the Purchasing Department. APS will not assume responsibility for the cost of any changes made without issuance of a written change order.

28. CHANGES AND AMENDMENTS TO CONTRACTS

- 28.1 The Parties may, by written mutual agreement, require changes in the services to be performed by the Contractor. If such changes cause an increase or decrease in the Contractor's cost of, time required for, performance of any services under this Contract, an equitable adjustment shall be made and the Contract shall be modified in writing accordingly.
- 28.2 No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written authorization of the APS Purchasing Director/Purchasing Agent.
- 28.3 This Contract shall not be amended except by written amendment executed by persons duly authorized to bind the Contractor and APS.

29. PAYMENT TERMS

Payments will be made within 30 days after receipt of an approved invoice by APS. Discounts for prompt payment offered will become part of the award and will be taken if payment is made within the discount period offered. In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. For the purpose of earning the discount, payment shall be considered to have been made on the date that appears on the payment check or the date on which an

electronic funds transfer for the payment was made.

30. INVOICES

Invoices unless otherwise specified on the Contract or Purchase Order, will be submitted for each Purchase Order immediately upon execution of the Contract. If shipment is made by freight or express, the original Bill of Lading properly receipted, must be attached to the invoice. Mail invoices, as applicable:

Arlington Public Schools
Student Services
Attn: Veronica Tellez
2110 Washington Blvd.
Arlington VA, 22204

31. TAXES

APS is exempt from the payment of any federal excise or any Virginia State Tax. The Contract price must be net, exclusive of taxes. However, when under established trade practice, any federal excise tax is included in the list price; the Contractor may quote the list price and shall show separately the amount of federal tax, either as a flat sum or as a percentage of the list price, which shall be deducted by APS. The APS Federal Tax ID Number is 54-6001128. Contractors located outside the Commonwealth of Virginia are advised that, when the Contract calls for materials to be picked up by the APS at their place of business, they may charge and collect their own local/state sales tax. Materials used in the performance of this contract are subject to Virginia Sales/Use Tax as described in Section 1-27 of the Virginia Department of Taxation, Virginia Retail Sales and Use Tax Regulations

32. COPYRIGHTS OR PATENT RIGHTS

Contractor shall indemnify and hold APS and its parent organizations, subsidiaries, affiliates, officers, directors, employees, attorneys and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with: (i) a claim alleging that the Service directly infringes the Intellectual Property of a third party, provided that APS: (a) promptly gives written notice of the claim to Contractor; (b) gives Contractor sole control of the defense and settlement of the claim (provided that Contractor may not settle or defend any claim unless it unconditionally releases APS of all liability); (c) provides to Contractor all reasonably available information and assistance; and (d) has not compromised or settled such claim without Contractor's prior written consent. Contractor shall have no indemnification obligation, and APS shall indemnify Contractor pursuant to this Agreement, for claims arising from any alleged infringement related to the combination of the Service with any of APS's or any of APS's licensor's products, service, hardware or business process(es), so long as such use was not authorized or directed by Contractor, such authorization and/or direction having been given in writing.

33. APPROPRIATION OF FUNDS

In the event APS is not allotted funds for the next fiscal year to continue using products and/or services under this agreement, and there are not funds for the purchase of products/services performing similar functions to those performed by the products/services hereunder, then APS may terminate this agreement by giving written proof and written notice to Contractor of such termination at least thirty (30) days prior to the end of the then current fiscal year. Additionally, APS must not appropriate funds for similar services/ products within the term of this Contract. Furthermore, APS remains responsible for payment of all products and services it has implemented, used or purchased through the time of termination, and APS will not be refunded for any prepaid fees.

34. INTENTIONALLY DELETED

35. TERMINATION FOR CAUSE

Either party may terminate this Contract upon written notice if the other party (a) breaches any material term or condition of this Contract and fails to remedy the breach within thirty (30) days after being given written notice thereof, (b) ceases to function as a going concern or to conduct operations in the normal course of business, or (c) has a petition filed by or against it under any state or federal bankruptcy or insolvency laws which petition has not been dismissed or set aside within sixty (60) days of filing.

36. **INTENTIONALLY DELETED**

37. **OWNERSHIP OF DOCUMENTS**

As between APS, on the one hand, and Contractor, on the other hand, all right, title and interest in the services, including any and all copyrights, patent rights, trade secrets, trademarks, service marks, trade names and any other statutory or common law intellectual property or other proprietary rights related to the are owned by Contractor, and/or Contractor' subsidiaries, third party licensors, suppliers or vendors. Any enhancements made to the Services in the course of this Contract shall be the property of Contractor. In the event APS uses the services as one of multiple inputs to create a product which is not derivative of any Services and is a copyrightable or patentable work, Contractor shall have no right, title or interest to such product.

38. **COMPLIANCE WITH ALL REQUIREMENTS**

The Parties shall comply with all applicable Federal, State and Local laws, codes and regulations.

39. **INTENTIONALLY DELETED**

40. **LEGAL PROCEEDINGS**

The Contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the Circuit Court of Arlington County, Virginia. The Contractor shall comply with applicable federal, state, and local laws and regulations.

41. **ARBITRATION**

It is expressly agreed that nothing under the Contract shall be subject to arbitration, and any references to arbitration are expressly deleted from the Contract Documents.

42. **SEVERABILITY**

The sections, paragraphs, sentences, clauses and phrases of this Contract are severable, and if any phrase, clause, sentence, paragraph or section of this Contract shall be declared invalid by the valid judgment or decree of a court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Contract.

43. **EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED**

During the performance of this Contract, the Contractor agrees as follows:

43.1 The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin, except where religion, sex, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this nondiscrimination clause.

43.2 The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an Equal Opportunity Employer.

43.3 Notices, advertisements and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

43.4 The Contractor will include the provisions of the foregoing paragraphs 43.1, 43.2 and 43.3 in every Sub-Contract or Purchase Order of over \$10,000, so that the provisions will be binding upon each Sub-Contractor or vendor.

43.5 The Contractor will comply with the provisions of the Americans with Disabilities Act of 1990 which prohibits discrimination against individuals with disabilities in employment and mandates their full participation in both publicly and privately provided services and activities.

44. CONTRACTUAL DISPUTE

- 44.1 Contractual claims, whether for money or other relief, shall be submitted in writing no later than 60 days after final payment; however, written notice of the Contractor's intention to file such claim shall have been given at the time of the occurrence or beginning of the work upon which the dispute is based. Any notice or dispute shall be delivered to the Superintendent, Arlington Public Schools, 1426 N. Quincy Street, Arlington, Virginia 22207 and shall include a description of the factual basis for the dispute and a statement of the amounts claimed or other relief requested. The Superintendent shall render a decision on the claim and shall notify the Contractor within 30 days of receipt of the dispute. The Contractor may appeal the decision of the Superintendent to the Arlington County School Board by providing written notice to the Superintendent, within 15 days of the date of the decision. The Arlington County School Board shall render a decision on the dispute within 60 days of the date of receipt of the appeal notice and such decision shall be final unless the Contractor appeals the decision in accordance with the Virginia Public Procurement Act. Invoices for all services or goods provided by the Contractor shall be delivered to APS no later than 30 days following the conclusion of the work or delivery of the goods, unless other terms are prescribed by Contract.
- 44.2 A Contractor may not institute legal action as provided in the APS Resolution prior to receipt of APS's decision on the claim.

45. DRUG-FREE WORKPLACE

- 45.1 During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every Sub-Contract or Purchase Order of over \$10,000, so that the provisions will be binding upon each sub-contractor or vendor.
- 45.2 For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific Contract awarded to a Contractor in accordance with the APS Purchasing Resolution, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the Contract.

46. PAYMENTS TO SUBCONTRACTORS

In accordance with Virginia Code Section 2.2-4354 the Contractor agrees that:

- 46.1 Should any sub-contractor be employed by the Contractor for the provision of any goods or services under the resultant Contract, the Contractor agrees to the following:
- 46.1.1 The Contractor shall, within seven days after receipt of any payments from the County pursuant to the resultant Contract, either:
- 46.1.1.1 Pay the sub-contractor for the proportionate share of the total payment received from APS attributable to the goods or services provided by the Sub-Contractor; or
- 46.1.1.2 Notify APS and the sub-contractor, in writing, of the intention to withhold all or a part of the sub-contractor's payment with the reason for nonpayment. Written notice shall be given to: Superintendent, Arlington Public Schools, 1426 N. Quincy Street, Arlington, VA 22207.
- 46.1.2 The Contractor shall pay interest to the Sub-Contractor, at the rate of one percent per month on all amounts owed to the Sub-Contractor that remain unpaid after seven days following receipt of payment from APS for goods or services provided under the resultant Contract, except for amounts withheld under the subparagraph immediately preceding this subparagraph.
- 46.1.3 The Contractor shall include in each of its Sub-Contracts a provision requiring each Sub-Contractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier Sub-

Contractor.

46.1.4 The Contractor's obligation to pay an interest charge to a Sub-Contractor shall not be an obligation of APS.

46.1.5 No Contract modification shall be allowed for the purpose of providing reimbursement for these interest charges. No cost reimbursement claim shall include any amount for reimbursement of these interest charges.

47. **INDEMNIFICATION**

To the fullest extent permitted by law and subject to the terms and limitations of this Contract, the Parties, for themselves, heirs, representatives, successors and assigns agrees to save, defend, keep harmless and indemnify the other Party, and all of its officials, agents and employees from and against any and all claims, loss, damage, injury, costs (including court costs and attorney's fees), charges, liability or exposure, however caused, resulting from, arising out of or in any way connected with the Parties' performance (or nonperformance) of the agreement terms or their obligations under this Contract.

48. **ETHICS IN PUBLIC CONTRACTING**

48.1 The provisions contained in Virginia Code Sections 2.2-4367 through 2.2-4377, the Virginia Public Procurement Act, shall be applicable to all Contracts solicited or entered into by APS. A copy of these provisions may be obtained from the Purchasing Agent upon request.

48.2 The provisions of this article supplement, but do not supersede, other provisions of law including, but not limited to, the State and Local Government Conflict of Interests Act (Title 2.2, Chapter 31 of the Virginia Code), the Virginia Governmental Frauds Act (Title 18.2, Chapter 12, Article 1.1 of the Virginia Code) and prohibitions against bribery and related offenses (Title 18.2, Chapter 10, Articles 2 and 3 of the Virginia Code). The provisions apply notwithstanding the fact that the conduct described may not constitute a violation of the Virginia Conflict of Interests Act.

49. **NOTIFICATION**

Any notice required by the Contract shall be effective if given by regular mail, to the Contractor in the name and at the address given in its proposal submission; provided that change of address shall be effective if given in accordance with this paragraph. Unless otherwise specified, any notice to APS shall be given by regular mail to the Arlington Public Schools, Purchasing Agent, 1426 N. Quincey Street, Arlington, VA 22207. The Contractor agrees to notify APS immediately of any change of legal status or of address. Any notice provided in accordance with this paragraph shall be deemed to have been completed five calendar days after the date of mailing.

50. **INTENTIONALLY DELETED**

51. **AUDIT**

51.1 The Contractor shall maintain books, records and documents of all costs and data in support of the services provided under the resultant Contract for a period of not less than three years after the effective date of final payment or Contract termination. During this three year term, APS, or its authorized representative, shall have unlimited access to, and the right to audit, the books, records and documents of the Contractor during the Contractor's normal working hours.

51.2 There shall be no fees or costs charged to APS by the Contractor for any such audit activities.

51.3 The Contractor shall include the audit provisions of this section in all Sub-Contracts and Contracts of any entity providing goods or services pursuant to this Contract so as to guarantee APS's rights to audit any person or entity performing work pursuant to the Contract, all at no additional cost to APS. Should the Contractor fail to ensure APS's rights under this section, the Contractor shall be liable to APS for all reasonable costs and expenses APS may incur to obtain an audit or inspection of the records which would have otherwise been available under the provisions of this section.

52. **INTENTIONALLY DELETED**

53. **INTENTIONALLY DELETED**

54. USE OF INFORMATION AND DOCUMENTS

APS and its officials, employees and agents will copy and use the response of the Contractor and documents included with the response, for various purposes related to analysis, evaluation, and decision to award a Contract. The Contractor is responsible for obtaining any necessary authorizations for such use of the documents and information, and for assuring that such copying and use is in conformance with laws related to trademarks and copyrights. Any documents or information for which the Contractor has not obtained such authorization, or for which such copying and use is not authorized, shall not be submitted. The undersigned Contractor agrees to indemnify, defend and hold APS, its officials, employees and agents harmless from any claims of any nature, including claims arising from trademark copyright laws, related to use of information and documents submitted with the Contractor's response.

55. FAITH BASED ORGANIZATIONS

APS does not discriminate against faith-based organizations.

56. IMMIGRATION REFORM AND CONTROL ACT

In accordance with § 2.2-4311.1 of the Code of Virginia, Contractors shall certify that they have not, and will not during the performance of the Contract for goods and services of the Contract, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

57. INTENTIONALLY DELETED

58. CONTRACTOR AND EMPLOYEE CERTIFICATION REGARDING CRIMINAL CONVICTIONS

58.1 The Contractor agrees to comply with Virginia Code §22.1-296.1.

58.2 By signing this Contract, the Contractor agrees that (a) neither the Contractor nor any employee of the Contractor who will have contact with students has been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child, and (b) unless expressly disclosed in an attachment to this Contract on the Contractor's official letterhead stationery, neither the Contractor nor any employee of the Contractor who will have contact with students has been convicted of a crime of moral turpitude (see Attachment A and B).

58.3 The Contractor further agrees that if an employee who has not previously submitted a certification is assigned to the work under the Contract, that the employee signed certification will be kept with the Contractor and provided to APS, upon demand.

59. ASSIGNMENT

This Contract, including all rights and obligations hereunder, may not be assigned by APS or users without the prior written approval of Contractor, however, this Contract may be assigned by either party without prior written approval to (i) a parent or subsidiary, (ii) an acquirer of assets, or (iii) a successor by merger, provided that such entity is not prohibited from doing business with APS. Any purported assignment in violation of this Section shall be void.

60. SUBCONTRACTING

60.1 The Contractor shall not enter into any Subcontract with any Subcontractor who has been suspended or debarred from participating in Contracting programs by any agency of the United States Government or of the State in which the work under this Contract is to be performed.

60.2 The Contractor shall be as fully responsible for the acts or omissions of its Subcontractors, and of persons either directly or indirectly employed by them as for the acts or omissions of persons directly employed by the Contractor.

60.3 The Contractor shall insert appropriate clauses in all Subcontracts to bind Subcontractors to the terms and conditions of this Contract insofar as they are applicable to the work of Subcontractors.

60.4 Nothing contained in this Contract shall create any Contractual relationship between any Subcontractor and APS.

61. **CONTRACTOR RESPONSIBILITY FOR DAMAGE TO PROPERTY**

The Contractor shall be responsible for damages to property caused by work performed under the Contract or Purchase Order. The Contractor shall repair to proper working order or replace any property damaged either directly or indirectly by its actions.

62. **FORCE MAJEURE**

62.1 The Contractor shall not be held responsible for failure to perform the duties and responsibilities imposed by this Contract if such failure is due to fires, riots, rebellions, natural disasters, wars or an act of God beyond the control of the Contractor and outside the scope of the Contractor's then-current disaster plan that makes performance impossible or illegal, unless otherwise specified in the Contract.

62.2 APS shall not be held responsible for failure to perform its duties and responsibilities imposed by the Contract if such failure is due to fires, riots, rebellions, natural disasters, wars or an act of God beyond the control of APS that makes performance impossible or illegal, unless otherwise specified in the Contract.

63. **INTENTIONALLY DELETED**

64. **SUBCONTRACTING WITH SMALL & MINORITY FIRMS, WOMEN'S BUSINESS ENTERPRISE, & LABOR SURPLUS AREA FIRMS**

The Contractor should take the following steps to assure that, whenever possible, subcontracts are awarded to minority firms, women's business enterprises, and labor surplus area firms:

64.1 Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

64.2 Assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;

64.3 Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;

64.4 Establishing delivery schedules, where the requirements of the Contract permit, which encourage participation by small and minority businesses and women's business enterprises; and

64.5 Using the services and assistance of the U.S. Small Business Administration, the Minority Business Development Agency of the U.S. Department of Commerce, and state and local.

65. **GENERAL INSURANCE REQUIREMENTS**

65.1 The Contractor shall provide a Certificate of Insurance to the Purchasing Agent indicating that the Contractor has in force the coverage identified in the Naviance Inc. Certificate of Liability Insurance after execution of the Contract and agrees to maintain such insurance until the completion of the contract. All required insurance coverage's must be acquired from insurers authorized to do business in the Commonwealth of Virginia and that are authorized to do business with public bodies in the Commonwealth of Virginia.

65.2 The Contractor assumes all risks for direct and indirect damage or injury to the property or persons used or employed on or in connection with the work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the Contract, or in connection in any way whatsoever with the contracted work until completion of the contract. .

65.3 Such insurance shall not be construed as relieving or excusing the Contractor from any liability or obligation imposed upon the Contractor by the provisions of the Contract Documents.

65.4 The Contractor shall be responsible for the work performed under the Contract documents and every part thereof, and for

all materials, tools, equipment, appliances, and property of any description used in connection with the work.

The Contractor shall be as fully responsible to APS for the acts and omissions of its subcontractors and of persons employed by them as it is for acts and omissions of persons directly employed by it, provided that such subcontractors are acting within the scope of their employment on this Contract.

66. PRICE REDUCTION

If at any time after the date of the Contract award the Contractor makes a general price reduction in the comparable price of any material covered by the contract to customers generally, an equivalent price reduction based on similar quantities and/or considerations shall apply to the contract for the duration of the contract period (or until the price is further reduced). Such price reduction shall be effective at the same time and in the same manner as the reduction in the price to customers generally. For purpose of this provision, a "general price reduction" shall mean any horizontal reduction in the price of an article or service offered (1) to Contractor's customers generally, or (2) in the Contractor's price schedule for the class of customers, i.e., wholesalers, jobbers, retailers, etc. which was used as the basis for awarding the contract. An occasional sale at a lower price, or sale of distressed merchandise at a lower price, would not be considered a "general reduction" under this provision. The Contractor shall submit their invoice at such reduced prices indicating on the invoice that the reduction is pursuant to the "Price Reduction" provision of the contract documents. The Contractor, in addition, will within ten (10) days of any general price reduction, notify the Purchasing Agent of such reduction by letter. FAILURE TO DO SO MAY LEAD TO TERMINATION OF THE CONTRACT. Upon receipt of any such notice of a general price reduction all ordering offices will be duly notified by the Purchasing Agent. The Contractor, if requested, shall furnish, within ten (10) days after the end of the contract period, a statement certifying either (1) that no general price reduction, as defined above, was made after the date of the contract award or (2) if any such general price reductions are made, that as provided above, they were reported to the Purchasing Agent within ten (10) days, and ordering offices were billed at the reduced prices. Where one or more such general price reductions were made, the statement furnished by the Contractor shall include with respect to each price reduction (1) the date when notice of any such reduction was issued, (2) the effective date of the reduction, and (3) the date when the Purchasing Agent was notified of any such reduction.

67. REIMBURSABLE TRAVEL RELATED EXPENSES

No reimbursable travel-related expenses shall be allowed for employees of firms located within the greater Baltimore-Washington Metropolitan Area, as defined by the United States Office of Management and Budget (OMB). If approved by APS for employees of firms outside this area, APS' policy for reimbursement of travel-related expenses will be as follows:

Meals: APS will reimburse a contractor for the actual out-of-pocket expenses for employee meals, excluding alcoholic beverages at the per diem rate not to exceed \$41.00 or the individual meal rates not to exceed of \$8.00 for breakfast, \$11.00 for lunch, and \$22.00 for dinner. Receipts are required.

Lodging: APS will reimburse lodging expenses incurred for lodging at a reasonably priced commercial facility in the immediate area of the work, where feasible. Complete and legible itemized receipts shall accompany any request for reimbursement. No reimbursement shall be made for ineligible expenses including room service, laundry, telephone and in-room movies. If a room is shared with another person not connected with the work being performed for APS, including a spouse, APS will reimburse a contractor for no more than the cost of a single room.

Transportation:

General

Reservations shall be made in advance whenever possible to take advantage of all available discounts.

Ground Transportation

Use of public transportation is encouraged. Receipts must be submitted for any inter-city public transportation used. Reimbursement for the use of personal or company vehicles, if allowed, shall not exceed the then current mileage rates paid by APS to its employees and personal use must be excluded from the request for reimbursement. Parking expenses are reimbursable up to \$7.00 per day.

Rental of vehicles or use of taxicabs, in lieu of the use of a personal or company vehicle, may be approved if the Contractor can justify a cost savings by renting a car or using a taxicab, and obtains approval in advance from the Project Officer. For rental vehicles, the Contractor will be reimbursed for only those rental charges, insurance and/or fuel fees allocable to the Work. The Contractor will not be reimbursed for the purchase of liability insurance and/or Collision/comprehensive insurance if their existing insurance coverage provides protection. Receipts are required for reimbursement.

Air Travel

Airfare will be reimbursed at the lowest cost available, typically coach rate, and must be purchased at least 7 days in advance, unless otherwise approved.

Time limit: Requests for travel reimbursement covering the above submitted more than sixty (60) days after completion of the travel shall not be honored.

Non-reimbursable Expenses: The following expenses are not allowable for reimbursement:

1. Alcoholic beverages
2. Personal phone calls
3. Self-entertainment activities (i.e. pay TV, movies, night clubs, health clubs, theaters, bowling)
4. Personal expenses (i.e. laundry, valet, haircuts)
5. Personal travel insurance (i.e. life, medical, or property insurance) for air fare or rental cars.
6. Auto repairs, maintenance and insurance costs for personal vehicles
7. Travel expenses incurred to obtain or maintain training and/or certificates that are not associated with an employee's job requirements.
8. If the APS adopts different rates for its employees, the adopted rates shall prevail.

68. CONTRACT PERIOD

The Contract period shall be until October 31, 2015 as outlined in the Order Form dated September 25, 2014 with guaranteed pricing for the term year of this contract as outlined on such Order Form. Further renewals may be authorized and agreed on by both parties.

69. ORDER OF PRECEDENCE

This Contract, including the General Terms and Conditions to Contract #58FY14, Contractor's Contract proposal (including the Order Form dated September 25, 2014, the Contractor Terms of Service found at <https://succeed.Naviance.com/signin.php?lost=1>, incorporated herein by reference) and any amendments thereto contain the entire agreement of the parties concerning the services and supersede any prior oral or written understandings of the parties. In the event of a conflict, the documents shall take precedence in the order listed above.



CONTRACTOR CERTIFICATION
REGARDING CRIMINAL CONVICTIONS

This form must be completed by an authorized official for any organization contracting to provide services to the Arlington School Board.

As the official authorized to enter into this contract on behalf of my organization, I certify that no employee of the organization has been convicted of a felony or any offense involving the sexual molestation, physical or sexual abuse or rape of a child.

I understand that a materially false statement regarding this certification is a Class 1 misdemeanor and that conviction of such misdemeanor may result in the revocation of the contract with Arlington School Board and of any related license that I may hold. I declare under penalty of perjury that the foregoing statement is true and correct.

| | |
|---|--|
| <u>Naviance, Inc.</u> | <u><i>Stephen M. Smith</i></u> |
| Name of Firm | Signature |
| <u>3030 Wilton Blvd #500 Arlington VA</u> | <u>Stephen M. Smith, President K12, Holmes</u> |
| Address of Firm | Name and Title (please type or print) |
| <u>703-859-7340</u> | <u>9/20/2014</u> |
| Telephone | Date |



EMPLOYEE CERTIFICATION
REGARDING CRIMINAL CONVICTIONS

This form must be completed by employees of any organization contracting to provide services to the Arlington School Board. This applies to those employees assigned to work with students under the contract.

The contractor will keep all employee certifications on file, and will produce them at the request of any Arlington School Board representative.

As an employee who will be providing services directly to students under this contract, I am certifying to the information on this form only for myself.

I certify that I have not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child.

I understand that a materially false statement regarding this certification is a Class 1 misdemeanor and that conviction of such misdemeanor may result in the revocation of the contract with the Arlington School Board and of any related license that I may hold. I declare under penalty of perjury that the foregoing statement is true and correct.

Naviance, Inc.

Name of Firm

ASL

Signature

3033 Wilson Blvd #500 Arlington VA

Address of Firm

Stephen M. Smith, President K12, Hobsons

Name and Title (please type or print)

703-859-7340

Telephone

9/30/2014

Date

Order Form

HOBSONS

To:
Arlington County Public Schools
1426 N Quincy St
Arlington, VA 22207-3646

Date: September 25, 2014

Hobsons Contact:
Joe Bissmeyer
joe.bissmeyer@hobsons.com
(703) 859-7340

| Product or Service | Subscriber | Quantity | Unit | Start Date | End Date | Price |
|---|---|----------|--------------|------------|------------|-------------|
| AchieveWorks | Teenage Parenting Program | 40 | Enrollment | 9/1/2014 | 10/31/2015 | \$460.83 |
| AchieveWorks | Langston High School Continuation Program | 67 | Enrollment | 9/1/2014 | 10/31/2015 | \$460.83 |
| AchieveWorks | Arlington Mill | 135 | Enrollment | 9/1/2014 | 10/31/2015 | \$460.83 |
| AchieveWorks | New Directions Alternative Program | 25 | Enrollment | 9/1/2014 | 10/31/2015 | \$460.83 |
| AchieveWorks | Washington-Lee High School | 2004 | Enrollment | 9/1/2014 | 10/31/2015 | \$1,870.40 |
| AchieveWorks | The H-B Woodlawn Program | 651 | Enrollment | 9/1/2014 | 10/31/2015 | \$607.60 |
| AchieveWorks | Wakefield High School | 1529 | Enrollment | 9/1/2014 | 10/31/2015 | \$1,427.07 |
| AchieveWorks | Tech Ed & Career Center | 1 | Enrollment | 9/1/2014 | 10/31/2015 | \$460.83 |
| AchieveWorks | Yorktown High School | 1773 | Enrollment | 9/1/2014 | 10/31/2015 | \$1,654.80 |
| Career Key | Gunston Middle School | 1 | Sites | 1/1/2015 | 10/31/2015 | \$162.50 |
| Career Key | Williamsburg Middle School | 1 | Sites | 1/1/2015 | 10/31/2015 | \$162.50 |
| Career Key | Kenmore Middle School | 1 | Sites | 1/1/2015 | 10/31/2015 | \$162.50 |
| Career Key | The H & B Woodlawn Program | 1 | Sites | 11/1/2014 | 10/31/2015 | \$195.00 |
| Career Key | Swanson Middle School | 1 | Sites | 1/1/2015 | 10/31/2015 | \$162.50 |
| Career Key | Jefferson Middle School | 1 | Sites | 1/1/2015 | 10/31/2015 | \$162.50 |
| Consulting Services | Arlington County Public Schools | 60 | Hours | 11/1/2014 | 10/31/2015 | \$10,500.00 |
| Learning Style Inventory 2.0 | Swanson Middle School | 999 | Enrollment | 9/1/2014 | 10/31/2015 | \$582.75 |
| Learning Style Inventory 2.0 | Jefferson Middle School | 833 | Enrollment | 9/1/2014 | 10/31/2015 | \$485.92 |
| Learning Style Inventory 2.0 | Gunston Middle School | 800 | Enrollment | 9/1/2014 | 10/31/2015 | \$466.67 |
| Learning Style Inventory 2.0 | Kenmore Middle School | 816 | Enrollment | 9/1/2014 | 10/31/2015 | \$476.00 |
| Learning Style Inventory 2.0 | Williamsburg Middle School | 1005 | Enrollment | 9/1/2014 | 10/31/2015 | \$586.25 |
| Naviance eDocs | The H-B Woodlawn Program | 95 | SrEnrollment | 7/16/2014 | 10/15/2015 | \$825.00 |
| Naviance eDocs | Washington-Lee High School | 512 | SrEnrollment | 7/16/2014 | 10/15/2015 | \$640.00 |
| Naviance eDocs | Wakefield High School | 304 | SrEnrollment | 7/16/2014 | 10/15/2015 | \$625.00 |
| Naviance eDocs | Yorktown High School | 414 | SrEnrollment | 7/16/2014 | 10/15/2015 | \$625.00 |
| Naviance for High School - District Edition | The H-B Woodlawn Program | 425 | Enrollment | 11/1/2014 | 10/31/2015 | \$1,275.00 |
| Naviance for High School - District Edition | Langston High School Continuation Program | 67 | Enrollment | 11/1/2014 | 10/31/2015 | \$201.00 |
| Naviance for High School - District Edition | Yorktown High School | 1773 | Enrollment | 11/1/2014 | 10/31/2015 | \$5,319.00 |
| Naviance for High School - District Edition | Arlington Mill | 135 | Enrollment | 11/1/2014 | 10/31/2015 | \$405.00 |
| Naviance for High School - District Edition | New Directions Alternative Program | 25 | Enrollment | 11/1/2014 | 10/31/2015 | \$75.00 |
| Naviance for High School - District Edition | Washington-Lee High School | 2004 | Enrollment | 11/1/2014 | 10/31/2015 | \$6,012.00 |
| Naviance for High School - District Edition | Wakefield High School | 1529 | Enrollment | 11/1/2014 | 10/31/2015 | \$4,587.00 |
| Naviance for High School - District Edition | Tech Ed & Career Center | 1 | Enrollment | 11/1/2014 | 10/31/2015 | \$3.00 |
| Naviance for High School - District Edition | Teenage Parenting Program | 40 | Enrollment | 11/1/2014 | 10/31/2015 | \$120.00 |

| | | | | | | | |
|---|---|------|------------|-----------|------------|--------------|--------------|
| Naviance for Middle School - District Edition | Williamsburg Middle School | 1005 | Enrollment | 11/1/2014 | 10/31/2015 | \$2,010.00 | |
| Naviance for Middle School - District Edition | Kenmore Middle School | 816 | Enrollment | 11/1/2014 | 10/31/2015 | \$1,632.00 | |
| Naviance for Middle School - District Edition | Jefferson Middle School | 833 | Enrollment | 11/1/2014 | 10/31/2015 | \$1,666.00 | |
| Naviance for Middle School - District Edition | Swanson Middle School | 999 | Enrollment | 11/1/2014 | 10/31/2015 | \$1,998.00 | |
| Naviance for Middle School - District Edition | Gunston Middle School | 800 | Enrollment | 11/1/2014 | 10/31/2015 | \$1,600.00 | |
| Naviance for Middle School - District Edition | The H-8 Woodlawn Program | 226 | Enrollment | 11/1/2014 | 10/31/2015 | \$452.00 | |
| PrepMe for the ACT | Tech Ed & Career Center | 1 | Enrollment | 11/1/2014 | 10/31/2015 | \$1.30 | |
| PrepMe for the ACT | Washington-Lee High School | 2004 | Enrollment | 11/1/2014 | 10/31/2015 | \$2,605.20 | |
| PrepMe for the ACT | Yorktown High School | 1773 | Enrollment | 11/1/2014 | 10/31/2015 | \$2,304.90 | |
| PrepMe for the ACT | Teenage Parenting Program | 40 | Enrollment | 11/1/2014 | 10/31/2015 | \$52.00 | |
| PrepMe for the ACT | Arlington Mill | 135 | Enrollment | 11/1/2014 | 10/31/2015 | \$175.50 | |
| PrepMe for the ACT | The H-8 Woodlawn Program | 425 | Enrollment | 11/1/2014 | 10/31/2015 | \$552.50 | |
| PrepMe for the ACT | New Directions Alternative Program | 25 | Enrollment | 11/1/2014 | 10/31/2015 | \$32.50 | |
| PrepMe for the ACT | Wakefield High School | 1529 | Enrollment | 11/1/2014 | 10/31/2015 | \$1,987.70 | |
| PrepMe for the ACT | Langston High School Continuation Program | 67 | Enrollment | 11/1/2014 | 10/31/2015 | \$87.10 | |
| PrepMe for the SAT | Arlington Mill | 135 | Enrollment | 11/1/2014 | 10/31/2015 | \$175.50 | |
| PrepMe for the SAT | Tech Ed & Career Center | 1 | Enrollment | 11/1/2014 | 10/31/2015 | \$1.30 | |
| PrepMe for the SAT | New Directions Alternative Program | 25 | Enrollment | 11/1/2014 | 10/31/2015 | \$32.50 | |
| PrepMe for the SAT | Teenage Parenting Program | 40 | Enrollment | 11/1/2014 | 10/31/2015 | \$52.00 | |
| PrepMe for the SAT | Yorktown High School | 1773 | Enrollment | 11/1/2014 | 10/31/2015 | \$2,304.90 | |
| PrepMe for the SAT | The H-8 Woodlawn Program | 425 | Enrollment | 11/1/2014 | 10/31/2015 | \$552.50 | |
| PrepMe for the SAT | Washington-Lee High School | 2004 | Enrollment | 11/1/2014 | 10/31/2015 | \$2,605.20 | |
| PrepMe for the SAT | Wakefield High School | 1529 | Enrollment | 11/1/2014 | 10/31/2015 | \$1,987.70 | |
| PrepMe for the SAT | Langston High School Continuation Program | 67 | Enrollment | 11/1/2014 | 10/31/2015 | \$87.10 | |
| | | | | | | Discount: | (\$1,007.50) |
| | | | | | | Total Price: | \$66,429.02 |

| | |
|-------------------------------|--|
| Notes: (if applicable) | Consulting hours must be utilized within 12 months from date of purchase. Subscription to Naviance eDocs is based on enrollment of Senior class only. |
| Comments: | <p>All figures quoted are exclusive of sales tax.</p> <p>*** SUBSCRIPTIONS ***</p> <p>Current Expiration Date: 10/31/2014 (and 7/15/2014 for Naviance eDocs)</p> <p>12 month subscriptions for Middle Schools:</p> <ul style="list-style-type: none"> - Naviance for Middle School - District Edition <p>12 month subscriptions for High Schools:</p> <ul style="list-style-type: none"> - Naviance for High School - District Edition - PrepMe for the ACT - PrepMe for the SAT - Career Key at H-8 Woodlawn <p>non-12 month subscriptions for Middle Schools:</p> <ul style="list-style-type: none"> - Learning Style Inventory 2.0 for 14 months from 9/1/2014-10/31/2015 - Career Key for 10 months since Career Key provided within the core middle school Naviance platform ends on 12/31/2014 List price for Career Key is \$195 per school (Career Key is prorated on this order form) <p>non-12 month subscriptions for High Schools:</p> <ul style="list-style-type: none"> - Naviance eDocs for 15 months from 7/16/2014-10/15/2015 (extended for free to 10/31/2015) - AchieveWorks (which includes Do What You Are 2.0, Learning Style Inventory 2.0, and Multiple Intelligence Advantage 2.0) for 14 months from 9/1/2014-10/31/2015 <p>AchieveWorks is discounted for existing customers to \$0.80 per student per year with a minimum cost of \$395 per school for the initial first year purchase (List price is \$1 per student per year with a minimum cost of \$495 per school)</p> |

***** ONE-TIME DISCOUNT *****
 \$1,007.50 for Career Key

***** PROFESSIONAL DEVELOPMENT *** (training)**
 None included on this order form. Contact Joe Blismeyer to add (contact information at the top of the order form).

***** CONSULTING *** (implementation guidance and set up by Naviance consultant)**
 - Consulting hours must be utilized within 12 months from the start date on the order form
 - Client is responsible for travel expenses associated with onsite consulting services

***** FYI: OPTIONAL ADD-ON SOLUTIONS *****
 Contact Joe Blismeyer to add (contact information at the top of the order form).

- ~~###~~ Naviance College & Career Readiness Curriculum ~~###~~
- Naviance Course Planner for District
- PrepMe for the PSAT (adaptive test prep)
- Naviance Alumni Tracker (partnership with the National Student Clearinghouse)
- x2VOL (community Service, service learning)
- LikeLive (interviewing)
- Total Reader (reading & assessment)

***** FOR HOBSONS ORDER PROCESSING *****
 - Customer is purchasing Naviance eDocs through 10/15/2015 with this order form. Extend expiration date to 10/31/2015 at no additional cost to align with their common expiration date of 10/31/2015.

***** BILLING *****
 Invoice Date: 11/1/2014
 Payment Schedule:
 - Payment 1 of 1 = full amount = due within 30 days

***** OPTIONS FOR SUBMITTING THE ORDER FORM *****
 1) Email scanned copy to joe.blismeyer@hobsons.com. I will reply to the email confirming the signed order form has been received
 2) Fax to 703-859-7329 and then email joe.blismeyer@hobsons.com letting me know it has been faxed. I will reply to the email confirming the signed order form has been received.

Please complete or update the following information:

| Account Contacts | Name | Email Address |
|------------------|---|--|
| Primary | Marcia Jackson | |
| Billing | Rosa Ewell | rosa.ewell@apsva.us |
| Data/Technology | | |
| Training | | |
| Payment Method: | <input type="checkbox"/> Purchase Order # _____ <input type="checkbox"/> Credit Card # _____ <input type="checkbox"/> Check | <i>If paying by credit or debit card</i> Expiration Date (MM/YY): ____ / ____ Billing Zip Code: _____ Security Code : _____ |
| CEEB Code: | | |

Prices are valid for 30 days from the date specified above. All costs are denominated in U.S. dollars. Payment is due within 30 days of your invoice date. Unless separate invoice and payment terms are specified, Hobsons will issue invoices once per year, with the first taking place upon execution of the order form and then annually thereafter throughout the term of the contract. Payment terms in all instances are Net 30.

April 2, 2014

Donald

of Contract 58FY14, which includes the applicable Contractor Terms of Service

The services are delivered in accordance with applicable terms, that can be found at <https://succeed.naviance.com/signin.php?tos=1>. By signing below, you agree to be bound by such terms and that such terms are made a part of this contract.

Please complete the contact and payment information as indicated, then sign below to indicate your acceptance. By signing this contract, you are stating that you are authorized by your institution to make this purchase. If a Purchase Order is required for payment to be issued, please indicate below. If you have selected professional services, travel expenses for on-site professional services will be billed separately following your session(s).

Yes, a Purchase Order is required. It will be sent to Naviance by _____.

The 2 boxes below must be checked in order to process the order form:

Authorized Signer

Terms of Service

Kevin Wells

Signature

DAVID WESS PURCHASING DIRECTOR

Printed Name and Position

September 30, 2014

Signature Date

Purchase Order & Order Forms:
Naviance, Inc,
3033 Wilson Boulevard, Suite 500
Arlington, VA 22201

Remit To:
Naviance, Inc
P.O. Box 504571
St. Louis, MO 63150-4571

IF YOU CHOOSE TO FAX, THEN PLEASE CLICK ON THE 'SIGN ON PAPER' BUTTON FOLLOWED BY 'PRINT AND FAX' BUTTON AND FAX YOUR SIGNED ORDER FORM TO THE NUMBER PROVIDED ON THE COVERPAGE OF THE DOWNLOADED DOCUMENT