CURRICULUM AND SUPPORT AGREEMENT PLUS PLAN with LearningHub

This SmartLab Curriculum and Support Agreement ("Agreement") is made on August 1, 2023and entered into between Creative Learning Systems, LLC ("CLS"), and Warren County School District ("Partner School") for Beaty - Warren Middle School.

Partner School Facilitator Information

Lead Facilitator (SmartLab Teacher) Name: Meggi Brown

Lead Facilitator (SmartLab Teacher) email: brownm@wcsdpa.org

Term of Agreement: August 1, 2023 through July 31, 2028 ("Term")

Payment Schedule:

Beaty - Warren Middle School has prepaid for a LaunchPad Curriculum and Support Agreement through June 30, 2025; the upgrade to LearningHub only requires the differential to be paid, therefore payments for LearningHub will be charged annually to the end of the pre-paid term, as follows:

- The contract period of August 1, 2023 through July 31, 2024 will be charged at $1,775 (reflects 5% district-wide discount*) for up to 400 students plus $8/student for each unique student beyond 400 students.
- The contract period of August 1, 2024 through July 31, 2025 will be charged at $1,775 (reflects 5% district-wide discount*) for up to 400 students plus $8/student for each unique student beyond 400 students.

Beginning August 1, 2025, the Curriculum and Support Agreement will be provided at the standard price, at the schedule below:

- The contract period of August 1, 2025 through July 31, 2026 will be charged at $6,650 (reflects 5% district-wide discount*) for up to 400 students plus $8/student for each unique student beyond 400 students.
- The contract period of August 1, 2026 through July 31, 2027 will be charged at $6,650 (reflects 5% district-wide discount*) for up to 400 students plus $8/student for each unique student beyond 400 students.
- The contract period of August 1, 2027 through July 31, 2028 will be charged at $6,650 (reflects 5% district-wide discount*) for up to 400 students plus $8/student for each unique student beyond 400 students.

At the conclusion of the agreement term anew Curriculum and Support Agreement will be drafted.

*To qualify, Warren County School District commits to purchasing ≥100 additional unique users each contract period listed above. One district invoice will be provided yearly, to include all Curriculum and Support Agreements as well as an extra line item for additional students.

CURRICULUM SUBSCRIPTION—PLUS PLAN

Summary of Services and Benefits to be provided by CLS to Partner School (see details below):

- LearningHub license with unique user accounts, standards-aligned digital curriculum, and LMS/SSO integration
- Facilitator Training portal including SmartLab Technology Training
- Unlimited remote tech support
- $1,000 annual credit
- Professional development should the facilitator leave
- 50% discount on tuition for one attendee to annual conference

ADDITIONAL TERMS

Contract Term: This Agreement shall run through the full Term as specified above unless cancelled by Partner School in accordance with the terms of this Agreement.

Cancellation and Modifications: CLS may change the price, not to exceed CPI, and terms of this agreement upon written notice to the Partner School at least 90 days prior to any annual contract period as specified above. Partner School may cancel this Agreement or select another available service plan prior to any annual contract period by providing written notice to CLS of its intent at least 30 days prior to any annual contract period. All fees paid pursuant to this Agreement are nonrefundable.

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LearningHub license with unique user accounts, standards-aligned digital curriculum, and LMS/SSO integration: Up to 400 students are included in each LearningHub license with additional student licenses available for enrollment above 400. "Students" are defined as any student user account enrolled in a course/accessing content in LearningHub during the CSA term. Students in grades K-2 are excluded from the total (NOTE: K-2 curriculum is designed to be accessed in LearningHub by the Facilitator).

CLS will bill the Partner School for number of students enrolled beyond 400 at the end of each school year.

Curriculum Access Updates: The Partner School will have access to all online resource and curriculum updates and additions generally available to CLS Partner Schools. CLS shall update and maintain curriculum to ensure usability by the Partner School for the intended purpose. CLS will provide quarterly updates to the Partner School when adding new curriculum titles. CLS will provide notice to the Partner School of the removal of any curriculum title, following the CLS End-of-Life Policy. CLS reserves the right, in its sole discretion, to edit curriculum without notice to the Partner School.

Curriculum Maintenance and Downtime: To continuously improve the performance and stability of the services CLS provides, regular maintenance is performed weekly. The maintenance window shall not commence before 8:00 pm Pacific Time and shall not conclude after 6:00 am Eastern Time. Typical maintenance updates will be done on weekends to ensure no disruption to the Partner School's service. No notice is provided considering this work is completed outside of regular business hours.

Technical and Pedagogical Support: Partner School is entitled to unlimited toll-free telephone and remote computer support outlined below.

Professional Development: In the event of turnover of the Lead SmartLab Facilitator (as designated by Partner School above), CLS will, upon request, provide professional development up to once per contract year. Turnover is defined as a change in role or position that causes the Lead Facilitator to leave the role as SmartLab Facilitator. Professional development includes one day of asynchronous training, followed by two days of live one-on-one video/virtual instruction, followed by one day of asynchronous training.

Customers must designate a lead facilitator for each SmartLab HQ at the beginning of each contract term or after each new professional development.

Credit: Partner School shall receive an annual credit of $1,000 that may be used toward catalog purchases, SmartLab upgrades/refreshes, and professional development.

SmartLab Conference Tuition: Partner School will receive a 50% discount on the then current tuition rate for one (1) Facilitator attending the annual SmartLab Conference. This conference is typically held in the summer of each year with specific dates and locations to be announced. Travel and other incidental expenses are the responsibility of Partner School or its designated staff member and are not covered under this provision.

Taxes: Partner School shall pay all sales, use and excise taxes, and all other taxes and duties, if applicable, on goods and services provided under this agreement.

Transferability: All services and benefits are non-transferrable by the Partner School and shall be provided only to the Partner School.

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SUPPORT SERVICES

SCOPE OF SUPPORT SERVICES

Creative Learning Systems endeavors to provide prompt, reliable, and respectful support services to the Partner School for all products supplied by CLS. See Table 1 for detailed support services provided by CLS and the associated responsibilities of the Partner School.

CLS may refer the Partner School to a third-party technical support from a software and/or equipment vendor as appropriate for products originating from these vendors where a support agreement with CLS is in place. CLS will assist the Partner School in resolving third-party support problems on a best-effort basis.

Exclusions: Support does not include on-site support, consulting and system design, program coding, project management, facility management, or support for incompatible products or products not purchased directly through CLS.

Product Lifecycle: CLS will notify the Partner School of important milestones in the lifecycles of the kits, equipment, and technology included in the SmartLab HQ, including End-of-Sale, End-of-Support, and End-of-Life. When appropriate, substitutions will be recommended if a milestone will impact the SmartLab learning program.

Partner School Internal IT: Where the Partner School has their own internal IT department or third-party vendor that manages their network infrastructure, computers and peripherals, that department will provide initial support for those items (Tier 1) and CLS will provide support for escalated cases and resolutions (Tier 2).

Response Times and Hours of Operation: The Creative Learning Systems Support Team is available to the Partner School during Normal Business Hours via phone at 800-458-2880, option 2 or by email at support@creativelearningsystems.com.

Normal Business Hours are Monday through Friday, 8:00am to 5:00pm Mountain Time, excluding the following CLS observed holidays – New Year's Day, Martin Luther King Jr. Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving, December 23-31. Initial Response time is guaranteed to be less than one business day if communicating with the Support Team.

EXECUTION OF SERVICE AGREEMENT

By signing below, you certify that you have read and agree to the Terms and Conditions of this Agreement and that you are authorized to sign this Agreement on behalf of the Partner School.
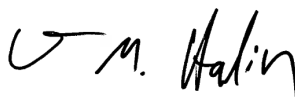
For Partner School:

Signature

Paul J. Mangione
President, Board of School Directors

1/9/23
Date

For CLS:

Signature

COO
Title

Jan 17, 2023
Date

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For Partner School: ATTEST

(signature)

Signature

Ruth A. Huck

Secretary, Board of School Directors

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TABLE 1: SUPPORTDETAILS

	CLS Responsibilities	*Partner School Responsibilities*
Application Updates, including Operating System Updates	CLS will provide regular reminders to update applications provided by CLS and will communicate compatible Operating System Versions to the Partner School when system compatibility has been confirmed.	The Partner School will perform regular updates for all applications installed on the SmartLab Computers. Before major Operating System Updates, the Partner School will verify system compatibility with CLS.
Computer Hardware (PCs or Macs)	CLS will perform troubleshooting with the Partner School to verify any hardware issues before directing the Partner School to contact the manufacturer for warranty claims or additional support.	The Partner School will perform basic troubleshooting to provide CLS with as much information as possible when verifying hardware issue. When hardware issues are escalated to manufacturer, the Partner School will interface directly with the manufacturer to resolve any service or warranty claims.
Apple iPad(s)	When the Partner School has purchased iPads from CLS, CLS will provide remote support for applications and devices included for use in the SmartLab program. CLS will perform troubleshooting with the Partner School to verify any hardware issues before directing the Partner School to contact the manufacturer for warranty claims.	The Parner School will perform basic troubleshooting to provide CLS with as much information as possible when verifying hardware or software related issues. When hardware issues are escalated to manufacturer, the Partner School will interface directly with the manufacturer to resolve any service or warranty claims. Partner School will set up and manage their own Apple ID accounts.
Printers and Peripherals	CLS will perform troubleshooting with the Partner School to verify any hardware issues before directing the Partner School to contact the manufacturer for warranty claims or additional support.	The Partner School will perform basic troubleshooting to provide CLS with as much information as possible when verifying hardware issue. When hardware issues are escalated to manufacturer, the Partner School will interface directly with the manufacturer to resolve any service or warranty claims.
Network Connectivity (Routers, switches, wireless access points)	CLS will provide a whitelist for online services and sites that are required to support the SmartLab learning program.	The Partner School will ensure that all network hardware and accessories are functioning correctly.

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TABLE 1 (continued)

SMARTLAB SERVER
(if present)

File Storage	CLS will provide training and resources for the SmartLab Facilitator and/or school IT staff to manage server storage (including shared drives) following best practices.	The Partner School will follow best practices for managing server and workstation storage effectively.
User Account Management (Active Directory)	CLS will provide training and resources for the SmartLab Facilitator and/or school IT staff to create and maintain Active Directory accounts.	The Partner School will maintain Active Directory accounts following the procedures established during initial SmartLab training.
Computer Control and Monitoring (Impero)	CLS will remote troubleshooting to support the computer control and monitoring system (Impero).	The Partner School will manage and maintain any additional policies for content filtering or other functionality beyond the default Impero configuration.
Backup and Restoration	If your SmartLab HQ is provisioned with a Server, CLS will provide a desktop and server backup and recovery system upon the completion of installation (located on the Server and physical media – SCRS). This allows the computers in your SmartLab to be restored to the state of the machines after initial installation.	The Partner School will be responsible to maintain desktop backups after installation.

CHROMEBOOKS
(if present)

Chromebook Devices	The Partner School will ensure that all network hardware and accessories are functioning correctly.	The Partner School will be responsible for purchasing, managing, and supporting all Chromebook devices used in the SmartLab.
Application Installation, Deployment, and Support	CLS will provide application lists, specifications, and information regarding Chromebook Applications that have been tested for use in the SmartLab.	The Partner School will install, deploy, and verify functionality of all Chromebook applications that will be used in the SmartLab, including on devices added after initial SmartLab Implementation.
User Management		The Partner School will be responsible for all Chromebook user management.

Signature Certificate

Signer	Timestamp	Signature

Scott Hanlin
Email: shanlin@creativelearningsystems.com

Sent:	17 Jan 2023 13:27:05 UTC
Viewed:	17 Jan 2023 13:32:54 UTC
Signed:	17 Jan 2023 13:33:09 UTC

Recipient Verification:

✔Email verified	17 Jan 2023 13:32:54 UTC

IP address: 209.131.239.60
Location: Longmont, United States

Document completed by all parties on:

17 Jan 2023 13:33:09 UTC

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