

400 E Business Way
 Suite 400
 Cincinnati, OH 45241
www.hobsons.com

Sold To: Woodland Sch Dist 404
Name: Michael Green
Address: 800 2nd St, Woodland, WA 98674-8349
Email: greenm@woodlandschools.org
Phone: (360) 225-9451
Naviance ID: 5310050dus

Order Date: December 20, 2019

Valid Until: 1/15/2020
Quote Number: : Q346073
Contract Start Date: 1/20/2020
Contract End Date: 1/19/2025
Contract Term (in months): 60
Currency: USD

Hobsons Contact:
Name: Latha Pillai
Email: latha.pillai@hobsons.com
Phone: (703) 859-7576

Purchase Order:
Payment Term: Net 30

Subscription	Start Date	Term (In Months)	Subscriber
Naviance for High School	1/20/2020	60	Woodland High School
Naviance for Middle School	1/20/2020	60	Woodland Middle School
Naviance College and Career Readiness Curriculum	1/20/2020	60	Woodland High School
Naviance College and Career Readiness Curriculum	1/20/2020	60	Woodland Middle School
School-Level Implementation Package (Naviance)	1/20/2020	12	Woodland Sch Dist 404
Naviance Course Planner 2.0	1/20/2020	60	Woodland High School

Woodland Sch Dist 404			
Professional Services Details	Quantity	Start Date	Term (In Months)
Implementation Guide	1	1/20/2020	1
Naviance Student Engagement Package	1	1/20/2020	1
Project Consulting Hours	40	1/20/2020	12

Total Price:	77,212.50
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Notes: (if applicable)	Professional Services must be utilized within twelve (12) months from date of purchase. If the term is longer than twelve (12) months and Professional Services are purchased for additional term years, Professional Services must be used within the term defined. Client is responsible for travel expenses associated with onsite consulting.
Comments:	Payment 1 of \$22,242.50 billed 8/1/20 Payment 2 of \$13,742.50 billed 8/1/21 Payment 3 of \$13,742.50 billed 8/1/22 Payment 4 of \$13,742.50 billed 8/1/23 Payment 5 of \$13,742.50 billed 8/1/24

Please complete or update the following information:

Account Contacts	Name	Email Address														
Primary	Michael Green	greenm@woodlandschools.org														
Billing	Michael Green	greenm@woodlandschools.org														
Payment Method:	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 5px;">Purchase Order #</td> <td style="width: 50%; padding: 5px;"><i>Paying by credit or debit card?</i></td> </tr> <tr> <td style="padding: 5px;">Check</td> <td style="padding: 5px;">Credit Card #</td> </tr> <tr> <td style="padding: 5px;">Wire Transfer #</td> <td style="padding: 5px;">Card Holder Name:</td> </tr> <tr> <td></td> <td style="padding: 5px;">Expiration Date (MM/YY):</td> </tr> <tr> <td></td> <td style="padding: 5px;">Billing Zip Code:</td> </tr> <tr> <td></td> <td style="padding: 5px;">Security Code:</td> </tr> <tr> <td></td> <td style="padding: 5px;">Country:</td> </tr> </table>		Purchase Order #	<i>Paying by credit or debit card?</i>	Check	Credit Card #	Wire Transfer #	Card Holder Name:		Expiration Date (MM/YY):		Billing Zip Code:		Security Code:		Country:
Purchase Order #	<i>Paying by credit or debit card?</i>															
Check	Credit Card #															
Wire Transfer #	Card Holder Name:															
	Expiration Date (MM/YY):															
	Billing Zip Code:															
	Security Code:															
	Country:															
CEEB Code:																

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.

The services are delivered in accordance with applicable terms that can be found at <https://static.naviance.com/html/policies/tos.html>. 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 Hobsons by* _____.

Upon execution by Authorized Signatory, Client hereby agrees to the Terms of Service which will become effective together with this Order Form as of the Signature Date below.

HOBSONS, INC.

CUSTOMER

Signature

Signature

Name

Name

Title

Title

Date

Address: 400 E-Business Way, Ste. 400

Cincinnati, OH 45241 USA

Date

Address: _____

Purchase Order & Order Forms:

Naviance, Inc.
400 E. Business Way, Suite 400
Cincinnati, OH 45241

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

StudentTracker for High Schools/Districts

Terms of Service for Naviance Participating High Schools

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the National Student Clearinghouse ("Clearinghouse"), a not-for-profit corporation organized under the laws of the Commonwealth of Virginia, and the undersigned high school or high school district ("School") agree as follows:

1. The Clearinghouse provides a nationwide, central repository of information on student enrollment, degrees, diplomas, certificates and other educational achievements.
2. The School wants to obtain information on the attendance of its former students in postsecondary institutions. The School wishes to use the services of the Clearinghouse to assist in the functions as described below and designates the Clearinghouse as its authorized representative for this purpose.
3. The School will transmit to Naviance lists of its graduates ("Graduates"). Initially, it will transmit a list of Graduates dating back up to eight (8) years and, thereafter, will submit lists of new graduates each year after conferral of diplomas. The School agrees that it will submit its Graduates files electronically and that they will contain the data elements and configuration reasonably required by the Clearinghouse. Naviance, acting on behalf of School as a school official, will conform the data to Clearinghouse standards and submit the data to the Clearinghouse.
4. Upon request, the Clearinghouse will compare the School's Graduates with its database and provide the School with data on the subsequent enrollment and educational achievements of its students at postsecondary institutions. In addition to the Graduates file, the School may also submit through Naviance lists of graduates and other former students in a format reasonably required by the Clearinghouse ("StudentTracker Request Files"), and the Clearinghouse will provide data to the School via Naviance on the subsequent enrollment and educational achievements of these students at postsecondary institutions. The Clearinghouse reserves the right to reasonably limit the number of Request Files submitted by the School per calendar year.
5. The services provided by the Clearinghouse under this Agreement will be paid for by the School through Naviance, which will be responsible for forwarding payment to the Clearinghouse.
6. The Clearinghouse uses its best efforts to review, interpret, and follow publicly disseminated guidance on FERPA in the development and operation of its services and provides for the release of only unblocked directory information unless FERPA authorizes release without consent. The School is solely responsible for its compliance with FERPA, and the Clearinghouse is not liable for any errors or omissions by the School that may give rise to FERPA violations. Both the Clearinghouse and the School agree to comply with all

applicable Federal, State, and local statutes, regulations, and other requirements pertaining to the security, confidentiality, and privacy of information exchanged with and maintained by the Clearinghouse.

7. The School agrees that it may only disclose the data provided by the Clearinghouse to other educators, school boards, and school officials whom it has determined to have legitimate educational interests. The School agrees that it will not release data provided by the Clearinghouse to any other individuals, institutions, or organizations, other than those identified above, either in student or postsecondary institution identifiable form, without the Clearinghouse's express written permission and payment of any additional fees that may be required.
8. In the event the School is required to disclose any data provided hereunder (specifically including, but not limited to, information which could potentially identify individuals or specific postsecondary institutions) pursuant to any applicable statute, law, rule or regulation of any governmental authority or pursuant to any order of any court of competent jurisdiction, the School must provide the Clearinghouse prompt notice of such request for disclosure and reasonably cooperate with the Clearinghouse's efforts to obtain a protective order. The parties further agree that any exclusion effected pursuant to this provision is authorized only to the minimum extent necessary to allow the School to comply with a legal rule or order compelling the disclosure of information and shall not constitute a general waiver of the obligations of confidentiality under this Agreement.
9. The School will institute and maintain reasonable controls to ensure that the information it provides to the Clearinghouse under this Agreement is complete and accurate. The School agrees that the Clearinghouse will not be responsible for actions, errors or omissions of the School.
10. The Clearinghouse will institute and maintain reasonable controls to ensure the integrity and security of its database and data transmission systems so that it releases information solely to authorized Requestors in accordance with the terms of this Agreement and applicable law.
11. The Clearinghouse acts as agent for the School in the verification and release of information from education records under this Agreement. The Clearinghouse will not retain or release personally identifiable information provided by the School except as specifically authorized under this Agreement. The Clearinghouse may retain or release information received from the School under this Agreement that is in aggregate or statistical form and does not contain Social Security numbers or other personally identifiable information. The School retains full ownership rights to the information in the education records it provides to the Clearinghouse. Upon termination of this agreement, the Clearinghouse will immediately discontinue use of any information that has been provided to it by the School. The Clearinghouse will destroy all information provided under this Agreement after all retention requirements for federal, state and local audits have expired but in no event later than six months after termination of the Agreement.
12. The School agrees to acknowledge in all internal and external reports, presentations, publications, press releases, and/or research announcements that utilize StudentTracker data that the source of the data is the StudentTracker service from the National Student Clearinghouse.
13. The School agrees to provide all notices to the Clearinghouse under this Agreement to:

National Student Clearinghouse
2300 Dulles Station Blvd., Suite 300
Herndon, VA 20171
Attn: Vickie Graham, Contract Admin.
Electronically: graham@studentclearinghouse.org
Fax: 703-742-4234
14. The Clearinghouse agrees to provide all notices under this Agreement to the School to the signatory and address on Page 1 of this Agreement unless otherwise instructed in writing by the School. The Clearinghouse considers the signatory to this Agreement as its primary contact for all operational and systems issues unless otherwise instructed in writing by the School.
15. This Agreement commences on the date that School access to the StudentTracker service is first enabled ("Effective Date") and shall continue until the earlier of: (a) termination by either party by providing sixty (60) days notice to the other party, or (b) termination of the School's relationship with Naviance. In the event of termination under (b) above, the School may enter into a direct contract with the Clearinghouse. The parties agree that any subsequent modifications to this Agreement will be made only in writing.

16. All representations, warranties, disclaimers of liabilities, indemnifications, and covenants between the parties will survive the termination of this Agreement for any reason and in any manner and will remain in full force and effect between the parties.

Signature

Printed Name and Position

Signature Date