



Organization name: Raytown School District C2 (MO)
Account: 20104625008

Primary Program Administrator

Contact: Robert Cordell

Phone: 816-268-7000

Email: robert.cordell@raytownschools.org

SIS: No | SSO:

Billing Contact Information

Contact: Robert Cordell

Phone: 816-268-7000

Email: robert.cordell@raytownschools.org

PO #:

INVESTMENT DETAILS:

This quote is for a pilot of the DESSA System for one semester. Results will be reviewed for School Board Presentation in December 2024 for consideration of district-wide implementation during the 25-26SY.

Subscriptions

Description	Start Date	End Date	Licenses	\$/ea	Total
Aperture System: Educator HSE DESSA-HSE, DESSA-HSE-mini (4 versions); Foundational Practices, Reporting; 12 month per student subscription 24004	09/01/24	02/28/25	220	\$4.00	\$880.00
Aperture System: K-8 Educator DESSA K-8 DESSA and DESSA-mini (4 versions), Growth Strategies, Foundational Practices, Reporting; 12 month per student subscription 24001	09/01/24	02/28/25	575	\$4.00	\$2,300.00



Subscriptions

Description	Start Date	End Date	Licenses	\$/ea	Total
Strategies and Interventions Package (All Students) SEL Strategies and Interventions Package, 12 month per student subscription for total # of Aperture System licenses 24008	09/01/24	02/28/25	795	\$3.00	\$2,385.00

Subscription Subtotal \$5,565.00

*Licenses for Aperture System are consumed when a student has been uploaded into the Aperture System and NOT when an assessment has been completed for a student. Only upload students whom you intend to assess. "Unused" licenses do not roll over.

Services

Description	Quantity	Unit Price	Total
Select Success Package 24/7/365 Support Portal/Ticket Access, Access to Dedicated Success Team Member, Access to PD for Leadership/Raters and Tech System Set up. SIS Integration 24012	1	\$2,000.00	\$2,000.00

Products & Services Subtotal \$2,000.00

Combined Subtotal \$7,565.00

DESSA Pilot (50.0%) -\$3,783.00

Total Investment (USD) \$3,782.50

PAYMENT TERMS AND TAXES:

All fees must be paid in full 30 days from the date of invoice. In the case of training and services delivered on-site, a purchase order or payment must be received within 72 hours of your established training date to avoid cancellation of your training. Aperture Education reserves the right to suspend Services until all past due amounts are paid in full. Any renewal or additional Order Forms shall be at Aperture Education's then-published rates or as otherwise specified on the Order Form. Prices quoted may not include and Customer shall pay all sales/use, gross receipts, value-added, GST or other tax (including interest and penalties imposed thereon) on the transactions contemplated herein, other than taxes based on the net income or profits of Aperture Education.



Payment can be made via check, purchase order and invoice, or credit card. Credit card purchases will incur a 3% fee for processing. Payments made via foreign check will incur a \$50 processing fee.

Term & Termination. This Order Form commences upon the Subscription Start Date set forth above and shall continue until the completion of the Subscription Period(s) for the Services set forth herein. This Order Form is subject to the termination rights set forth in the "Additional Terms" below.

This Order Form incorporates by reference the Aperture Education Terms of Service found at www.apertureed.com/terms-of-service (the "Terms"), including any defined terms therein.

ADDITIONAL TERMS

The following terms apply only to orders which include subscription services. Notwithstanding anything to the contrary in the Terms, this Order Form and the Services provided to Customer hereunder are subject to the following additional terms. In the event of any conflict between these additional terms and the Terms, these additional terms will prevail.

Limited Performance Warranty. Aperture Education represents and warrants during the Subscription Period(s) that the Services will operate substantially in accordance with any applicable documentation provided by Aperture Education; provided that (i) the Services are implemented and operated in accordance with all instructions supplied by Aperture Education; (ii) Customer notifies Aperture Education of any defect in the Services within ten (10) calendar days after the appearance thereof; (iii) Customer has properly used all updates recommended by Aperture Education with respect to any third party or adapter software products that materially affect the performance of the Services; (iv) Customer has properly maintained all associated equipment, software and environmental conditions in accordance with applicable specifications and industry standards; (v) Customer has not introduced other equipment or software creating an adverse impact on the Services; (vi) Customer has paid all amounts due hereunder and is not in default of any provision of this Agreement; (vii) any legacy software with respect to which the Services are to operate contains clearly defined interfaces and correct integration code; and (viii) Customer has made no changes (nor permitted any changes to be made other than by or with the express approval of Aperture Education) to the Services source code, if any is licensed hereunder.

Indemnification. Aperture Education shall defend, indemnify, and hold Customer harmless from any claim (including attorney fees) that the Services in the form provided violate or infringe the intellectual property rights of any third party; provided that Aperture Education is given prompt notice of the claim and sole control over the defense and any settlement thereof (except Aperture Education shall not enter into any settlement prejudicial to Customer without Customer's consent). Aperture Education is not obligated to indemnify Customer to the extent any claim arises from Customer's breach of the Terms or use of the Services in combination with any software, data, process, or technology not supplied by Aperture Education (where there would be no claim, but for such combination) or (ii) unless Customer provides Aperture Education its reasonable cooperation at Aperture Education's expense. **Termination.** Either party may, in addition to other relief, suspend or terminate this Order Form if the other party breaches any material provision hereof and fails within thirty (30) days after receipt of notice of default to correct such default or to commence corrective action reasonably acceptable to the aggrieved party and proceed with due diligence to completion. Either party shall be in default hereof if it becomes insolvent, makes an assignment for the benefit of its creditors, a receiver is appointed or a petition in bankruptcy is filed with respect to the party and is not dismissed within thirty (30) days. **De-Identification.** Ninety (90) days after the end of the Subscription Period, Aperture Education will automatically de-identify any personal data (including student data) received from Customer. If Customer wants to extract any such personal data from the Services, Customer must do so before the end of the Subscription Period.

Support. If you detect an outage or have other issues accessing the Services, you can contact Aperture Education Technical Support as follows: During business hours (8 am - 5 pm ET) or by emailing support@apertureed.com. In addition, support guides and constantly updated support articles are available 24/7 by clicking on the Support hyperlink from within the application.

Professional Learning. Customers are expected to ensure that all Aperture System users view the recommended professional learning courses in the Aperture System prior to using the Services and that at all times there is a minimum of one (1) trained program administrator(s) per account and two (2) trained site leaders per activated site.

Agreement

The signature below affirms your commitment to pay for the products and Services in accordance with the terms set forth in this Order Form.

Authority to Sign



By signing below, you represent and warrant that you are signing with full and complete authority to bind the Customer, on whose behalf you are signing, to this Agreement.

Signature

Signature

Date

Printed name

Internal Use

Prepared by: Lisa Micou

Email: lmicou@apertureed.com

Phone:

Creation date: August 22, 2024

Quote expires: September 21, 2024