

Office Depot / School Board of Sarasota County, FL, Watson Enlight

Office DEPOT OfficeMax

Master Agreement for

Watson Enlight

Prepared for

School Board of Sarasota County, Florida

1960 Landings Blvd.

Sarasota, FL 34231

August 2, 2016

EXECUTION COPY

Table of Contents

1.	Solution Overview	3
2.	Office Depot Master Agreement	3
2.1	Project Scope	3
2.2	Key Assumptions	4
2.3	Office Depot Responsibilities	5
2.3.1	Utilization of ENLIGHT	5
2.3.2	Ongoing Program / Project Management	5
2.3.3	Deploy Watson Enlight	6
2.3.4	Help Desk Support Resources	7
2.3.5	Additional Office Depot Responsibilities	7
2.4	District Responsibilities	8
2.4.1	Executive Leadership Team	8
2.4.2	ENLIGHT Core Team	9
2.4.3	District Project Leader	9
2.4.4	District ENLIGHT Integration Business and Technical Resources	10
2.4.5	District Coordinator for Curriculum and Instructional Content	10
2.4.6	District ENLIGHT Trainers	11
2.4.7	Other District Responsibilities	11
2.4.8	Additional Innovation District Responsibilities	12
2.5	Term	12
2.6	Fees and Termination	13
2.6.1	Charges	13
2.7	Additional Terms and Conditions	15
2.7.1	Limitation of Liability	15
2.7.2	Information Security	15
2.7.3	Required Consents	18
2.7.4	Waiver	18
2.8	Notices	19
2.9	Advertising or Publicity Releases	19
2.10	Headings	19
2.11	Severability	19
2.12	Choice of Law Forum	19
2.13	Force Majeure	19
	Signature Acceptance	21
	Appendix A: Deliverable Materials Guidelines	22
	Appendix B: Project Procedures	25
	Appendix C: Information Security Table of Roles and Responsibilities	27
	Appendix D: Service Level Objectives	32

1. Solution Overview

Office Depot, Inc. ("Office Depot") is pleased to present this Master Agreement ("Agreement") for Watson Enlight, to Sarasota County Schools ("District") for subscriptions and implementation services support of Watson Enlight.

IBM Watson Enlight (sometimes hereinafter referred to as "ENLIGHT" or "Watson Enlight") uses analytics and IBM Watson cognitive technologies to provide educators with insights into each learner's academic performance and achievement. ENLIGHT also uses Watson cognitive analytics to perform deep analysis of the education entity's instructional materials. Using these analytics, ENLIGHT is able to guide educators toward appropriate materials that are aligned with each learner's needs and goals. ENLIGHT delivers these insights through a transformative, browser based user experience that is deeply personalized to the needs and modes of work for the educator.

The current release of ENLIGHT focuses on the teacher as a central role in a learner's ecosystem. A subscription to Watson Enlight includes the licenses for teachers, help desk support, standard platform maintenance and upgrades and enhancements to the Enlight teacher experience. Over time, ENLIGHT will evolve to incorporate the learner as well as other members of the learner's ecosystem, such as administrators and parents. A subscription to ENLIGHT will include licenses for the student and other members of the learner's ecosystem as they become available.

Contact Information:

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2. Office Depot Master Agreement

This Agreement is made and entered into on August 2, 2016 (the "Effective Date") and describes the work to be undertaken by Office Depot ("Services") and the related District responsibility which are to be provided in accordance to the terms and conditions contained herein.

The following are incorporated in and made part of this Agreement:

- a. Appendix A: Deliverable Materials Guidelines
- b. Appendix B: Project Procedures
- c. Appendix C: Information Security Table of Roles and Responsibilities
- d. Appendix D: Service Level Objectives

2.1 Project Scope

In this project Office Depot will (collectively, the "Project Scope"):

- a. Complete the integration and testing to enable Office Depot's ENLIGHT and required business applications to integrate with the District;
- b. Provide subscription services to the District for ENLIGHT;
- c. Provide application support for ENLIGHT in accordance with the terms herein; and
- d. Provide Comprehensive Professional Development Solutions (as hereinafter defined) for the District in accordance with the terms herein.

2.2 Key Assumptions

This Agreement and Office Depot's estimates are based on the following key assumptions:

- a. Office Depot specifies a standard format and structure for data and instructional content to be uploaded into ENLIGHT. Office Depot performs no cleansing, transformation, or restructuring of data. District acknowledges and agrees that it is the District's responsibility to ensure that data and instructional content be properly formatted prior to it being loaded into ENLIGHT because files that do not conform to the standards will be rejected.
- b. The District has all the data elements in the CEDS format required to populate ENLIGHT. Office Depot will provide the District with the necessary data dictionaries, formats and structures required.
- c. Office Depot will define the data dictionaries and data format requirements for District data and instructional content uploads.
- d. The District has a defined instructional scope and sequence to the standard or student expectation level and digital materials that are aligned to the curriculum and to the identified State of Florida standards or adopted District Standards.
- e. The District will execute their "Implementation Project Plan" tasks according to schedule without any delay to the Office Depot task(s) schedule. For the purposes herein the Implementation Project Plan shall mean a plan detailing the implementation of ENLIGHT within the District.
- f. Office Depot will perform the integration Services at one location only, unless mutually agreed upon by the parties. The District acknowledges and agrees that any additional site will entail additional travel and labor costs at Office Depot's then-current Time and Materials rates. Office Depot's provision of the Service presumes that the District is performing backups on a regular basis at the proposed site, prior to Office Depot providing the Service. Office Depot has no responsibility in any way with respect to the District's data in providing the Service.
- g. Meetings will take place at mutually accepted locations.
- h. Office Depot reserves the right to use its subcontractors, in any role within the Service where Office Depot deems appropriate.
- i. This Agreement shall commence on the Effective Date and shall be in effect for the Term.
- j. The Charges being quoted hereunder and Office Depot's ability to perform in accordance with the timelines outlined herein are predicated on the District timely providing Office Depot with any and all data, resources and materials required to implement ENLIGHT. Delays in performance of these responsibilities may result in delay of the completion of the Services, and will be handled in accordance with the "Project Change Control Procedure" (as hereinafter defined).
- k. The only tasks and deliverables Office Depot will undertake or deliver in providing the Services are those specifically set forth in this Agreement.
- l. Any Service schedule estimates represent Office Depot's commercially reasonable technical judgment based on information available. The actual duration of the Service may vary.
- m. During the course of Office Depot's performance, Office Depot may assist in the acquisition or make suggestions or recommendations, or offer opinions that the District consider evaluating, using or adopting various products from third parties. In the event the District opts to evaluate, use or adopt any products from third parties, the District does so at its own risk and expense.

Any changes or deviations to the Project Scope that arise during the Term will be processed in accordance with the project change control procedures described in Appendix B-1 attached hereto ("Project Change Control Procedures"), and may result in adjustments to the Project Scope, Charges, estimated schedule and other terms contained herein. If any change or deviation is not resolved through the Project Change Control Procedures within thirty (30) days, then the issue will be resolved in accordance with the escalation procedure described in Appendix B-3 ("Escalation Procedure"). Any modifications to this Agreement must be mutually agreed upon by the parties and must be in writing.

2.3 Office Depot Responsibilities

Office Depot shall be responsible for the following activities:

2.3.1 Utilization of ENLIGHT

Office Depot hereby grants the District an irrevocable, non-exclusive, license to use ENLIGHT, in the manner described herein, solely within the District only.

2.3.2 Ongoing Program / Project Management

Office Depot will provide ongoing program management services for the ENLIGHT initiative. This Agreement shall provide a framework for program governance, planning, communications, reporting, procedural, and contractual activity. Office Depot's responsibilities are comprised of the following Services:

1. Coordinating the establishment of a program / project management plan to include team work planning & tracking, status reporting, issue management, change leadership, professional development, and communication protocols with the "District's Project Manager" (as hereinafter defined) and the "ENLIGHT Core Team" (as hereinafter defined) when appropriate;
2. Provide a project leader to serve as the Office Depot point of contact to the District during the Term;
3. Prepare and maintain the ENLIGHT Project Plan (as defined on Appendix A) which lists the on-boarding activities, resource assignments, Comprehensive Professional Development Solutions, and milestones;
4. Review the Agreement and the contractual responsibilities of both parties with the District Project Leader;
5. Work with the District Project Leader to address and resolve any deviations from the ENLIGHT Project Plan;
6. Review project tasks, schedules, change management, professional development, and resource assignments and make changes or additions, as appropriate; measure and evaluate progress against the ENLIGHT Project Plan with the appropriate District personnel;
7. Generate bi-weekly "Project Status Reports" (as hereinafter defined) and conduct monthly project status meetings;
8. Track service incidents and service requests related to ENLIGHT ("Service Requests") for analysis and reporting;
9. Perform problem management, and maintain and communicate escalation procedures as outlined in Appendix B-3: Escalation Procedures;
10. Monitor resolution of service incidents related to ENLIGHT ("Service Incidents");
11. Coordinate the activities of Office Depot support personnel, and the Comprehensive Professional Development Solutions;
12. Review the Office Depot standard invoice format and billing procedure to be used on the project with the District Project Leader; and
13. Administer the Project Change Control Procedure in conjunction with the District Project Leader, as required.

Services described in this Sections 2.3.2(1-7) shall be deemed completed when Office Depot delivers to the District the ENLIGHT Project Plan and the Project Status Reports in accordance with the terms of Appendix

A. Sections 2.3.2(8-13) are ongoing Services which are to be provided throughout the Agreement on an as needed basis in accordance with the terms herein.

2.3.3 Deploy Watson Enlight

The purpose of this activity is to on-board and provide ENLIGHT services to the District. The parties acknowledge and agree that these are high level activities only; a detailed plan, including detailed tasks, owners and timeline will be defined in the ENLIGHT Project Plan to be developed with the District. This activity is comprised of the following Services:

On-Boarding Tasks	Office Depot	District
Initiation Step: a. Inventory sources of instructional content and document content characteristics. b. Review available data sources of student information and assessments. c. Review required student information data, assessment data and instructional content templates. d. Define the users and roles to be set up in the ENLIGHT environment. e. Document the student cohorts and their course paths through the District curriculum.	Lead Lead Lead Lead Lead Lead	Support Support Support Support Support Support
Personalization Step: f. Provision the ENLIGHT platform for the District. g. Map District standards to the ENLIGHT platform, as required. h. Map student data to the standard student information templates. i. Load student information data and learning content, as required.	Lead Lead Support Lead	Support Support Lead Support
Test Step: j. Conduct unit testing to validate search, tagging, reporting. k. Execute system integration test scripts. l. Resolve any issues discovered through testing. m. Conduct an orientation and prepare end users (super users) for user acceptance testing.	Lead Lead Lead Lead Lead	Support Support Support Support Support
Deploy Step: n. Conduct end user training o. Deploy ENLIGHT to production p. Provide 2 weeks of dedicated support of the Watson Enlight upon product launch. Deploy Comprehensive Professional Development Solutions.	Lead Lead Lead	Support Support Support

Once ENLIGHT is deployed, Office Depot shall be responsible for (i) data that the District makes available to Office Depot in connection with ENLIGHT; (ii) transmission of such data; and (iii) security of such data. The Services described in this Section 2.3.3 are ongoing Services which are to be provided throughout the Agreement on an as needed basis in accordance with the terms herein. Additionally, Office Depot shall deliver

the following materials to the District (all such items as more particularly described on Appendix A): District Deployment / On-Boarding Package, Operational Watson Enlight Environment, ENLIGHT Project Plan, and the ENLIGHT Data Migration Plan.

2.3.4 Help Desk Support Resources

During the Term, Office Depot will be responsible for assigning Help Desk resources to provide support for District end users in accordance with the terms of Appendix D. District end users will contact the Sarasota District IT support department first who will then work with Office Depot Help Desk to resolve issues.. Office Depot Help Desk agents will:

- a. Provide Help Desk support to the user community;
- b. Attempt to resolve all calls while on the phone with the user through a combination of knowledge of the applications and scripted solution responses for recurrent or common user issues;
- c. Answer how-to questions, investigate problems, provide transaction support, and provide continuous improvement to support by monitoring call trends and augmenting the scripted response database;
- d. Maintain the opening and closing of tickets for tracking purposes and track call response metrics for internal process improvement efforts; and
- e. Be responsible to work on incident and problem management and minor enhancements.

Office Depot will receive Service Incidents from the District via email and phone. Office Depot shall be available for Service Incidents during the hours of 6:00AM to 10:00PM (EST) Monday through Friday, 12 months per year, except U.S. national holidays.

2.3.5 Additional Office Depot Responsibilities

Office Depot's performance and ability to meet the timelines outlined in this Agreement are predicated upon the District's responsibilities being managed and fulfilled by the District, as detailed in the ENLIGHT Project Plan. Delays in performance of these responsibilities may result in delay of the completion of the Services, and will be handled in accordance with the Project Change Control Procedure.

Office Depot will:

- a. Obtain and provide information, data, and decisions within three (3) working days of the District's request unless the District and Office Depot agree in writing to a different response time;
- b. Help resolve project issues and Office Depot's deviations from the estimated schedule, and escalate issues within Office Depot's organization, as necessary;
- c. Review with the District Project Leader any District invoice or billing requirements;
- d. Ensure that Office Depot's staff is available to provide reasonable assistance as the District reasonably requires and that the District is given reasonable access to Office Depot's senior management, as well as any members of its staff to enable the District to perform its responsibilities under the Agreement. Office Depot will ensure that its staff has the appropriate skills and experience. If any Office Depot staff fails to perform as reasonably required, Office Depot will make suitable additional or alternative staff available;
- e. Be responsible for ensuring its own compliance with all laws and regulations applicable to Office Depot as a provider of Services, including but not limited to, those pertaining to product safety and regulatory compliance for any Office Depot branded products;
- f. Be responsible for the identification of, interpretation of, and compliance with, any applicable laws, regulations, and statutes that affect Office Depot's existing systems, applications, programs, or data to which the District will have access during the Term, including applicable data privacy, export, and import laws and regulations; and

- g. Will perform the Office Depot roles and responsibilities as indicated in Appendix C: Information Security Table of Roles and Responsibilities.

2.4 District Responsibilities

The successful completion of the Services depends on the full commitment and participation of District's management and personnel. The responsibilities listed in this Section are to be provided at no charge to Office Depot and the District is required to perform its obligations in this Agreement without exception. Office Depot's performance and ability to meet the timelines outlined in this Agreement are predicated upon the following responsibilities being managed and fulfilled by the District. Delays in performance of these responsibilities may result in delay of the completion of the Services, and will be handled in accordance with the Project Change Control Procedure.

2.4.1 Executive Leadership Team

Collaborative and structured program governance will be a critical contributor to the success of the ENLIGHT platform. The "District Executive Sponsor" (as hereinafter defined), and district level administrators, including identified building level leadership, will serve on the Executive Leadership Team and be responsible for:

- a. On or prior to the Effective Date, designating District personnel for each of the following roles with specific responsibilities as part of the District's ENLIGHT Core Team: (description and responsibilities listed below in this Section)
 - 1. **District Project Leader** who is a key member of the District and the focal point for communications with Office Depot and will have the authority to act on behalf of the District in all matters regarding the Services; provided, however, only duly authorized officers of the District may execute written Agreements between the parties.
 - 2. **Team of dedicated business and technical resources** who will be made available to work closely with the Office Depot team.
 - 3. **District Coordinator for Curriculum and Instructional Content** who shall be responsible for managing/supervising the acquisition and deployment of instructional content and assessments within ENLIGHT.
- b. Collaborate with Office Depot and the District's ENLIGHT Core Team around the Comprehensive Professional Development Solutions to:
 - 1. develop a vision and strategy for personalized learning and competency-based education for the District;
 - 2. develop an adoption strategy for personalized learning within the District, including an awareness building strategy and a rollout plan for ENLIGHT;
 - 3. jointly monitor the rollout of ENLIGHT and its adoption by educators within the District;
 - 4. periodically participate in workshops with education subject matter experts from the Office Depot team in which lessons learned, obstacles to adoption, and opportunities to add and improve features are discussed; and
 - 5. Collaboratively work with Office Depot to determine the implementation benchmarks to measure success.
- c. Participate in quarterly and yearly progress reviews with the Office Depot team.

For the purposes of this Section, the "District Executive Sponsor" shall be an executive appointed by the District who will be responsible for the ENLIGHT program and shall be part of the Executive Leadership Team. The Executive Leadership Team shall be comprised of the District Executive Sponsor and other pertinent parties as mutually agreed upon by the parties in furtherance of the Project Scope herein.

2.4.2 ENLIGHT Core Team

The District's ENLIGHT Core Team, along with the Executive Leadership Team as appropriate, will work collaboratively with the Office Depot team to plan, coordinate, and implement the Comprehensive Professional Development Solutions. They will participate in the critical steps of Comprehensive Professional Development Solutions sessions to successfully implement ENLIGHT. The Comprehensive Professional Development Solutions shall be in effect throughout the Term utilizing a gradual release of responsibility model. The District shall identify the members of the ENLIGHT Core Team on or prior to the Effective Date. The responsibilities of the ENLIGHT Core Team shall include, without limitation, the following:

- a. Work with the Office Depot Team to complete the Training and Coaching Delivery Plan and the Best Practices Plan;
- b. Assist in identifying the Best Practices Plan across the District and codifying them using various strategies, including collaborating with the Office Depot training team;
- c. Champion ENLIGHT within the schools on a daily/weekly basis;
- d. Collaborate with the Office Depot team during the scheduled check-ins to identify successes, road blocks, opportunities, etc. and address them in a timely manner;
- e. Collaborate with Office Depot in the development of the quarterly and yearly progress reports; and
- f. Participate with Office Depot in delivering the quarterly and yearly progress reviews to the Executive Leadership.

2.4.3 District Project Leader

The District will designate the District Project Leader on or prior to the Effective Date. The District Project Leader's responsibilities include, without limitation, the following:

- a. Manage District personnel and responsibilities for this Agreement;
- b. Develop an approach, in consultation with Office Depot, for management of the District's population of authorized users and staff members joining and leaving the District;
- c. Serve as the interface between Office Depot and all District departments participating in ENLIGHT;
- d. Administer the Project Change Control Procedure with Office Depot;
- e. Participate in project status meetings;
- f. Obtain and provide information, data, and decisions within three (3) business days of Office Depot's request unless the District and Office Depot agree in writing to a different response time;
- g. Sign off on a plan for user acceptance testing of ENLIGHT by the District;
- h. Review deliverable materials submitted by Office Depot in accordance with Appendix A;
- i. Help resolve project issues and the District's deviations from the estimated schedule and escalate issues within the District's organization, as necessary;
- j. Assist in the development of all the components of the ENLIGHT Project Plan and execution of the Comprehensive Professional Development Solutions; and
- k. Review with Office Depot any District invoice or billing requirements. Such requirements that deviate from Office Depot's standard invoice format or billing procedures may have an effect on price and will be managed through the Project Change Control Procedure.

2.4.4 District ENLIGHT Integration Business and Technical Resources

Prior to the Effective Date, the District will assign business and technical resources responsible for the District applications that will require integration with ENLIGHT (hereinafter referred to as the "Integration Business and Technical Resources"). These resources will work with the Office Depot team to lead the integration and integration testing effort. Specific tasks for District resources and integration timeline will be identified in the ENLIGHT Project Plan. The Integration Business and Technical Resources' responsibilities include the following:

- a. Describe to the Office Depot team applicable security policies and controls in effect at implementation and inform the Office Depot team of changes as they occur throughout the Term;
- b. Work collaboratively with the Office Depot team to perform fault isolation and troubleshooting of problems affecting ENLIGHT when they occur;
- c. Provide qualified technology specialists to assist Office Depot with integration of the basic ENLIGHT into the District's instruction technology ecosystem – the following skill sets are desired from the District;
 - (1) Database Administrator (DBA) or similar experience levels – The individual should have hands-on knowledge of SQL which would facilitate the extract of data from the district's systems and understand the logical and physical table structure of the systems that we outline in section (d/e)
 - (2) Data analyst or similar experience levels – This position maybe one in the same with the DBA, this person should have a business understanding of the data and be able to run reports against the data in order to analyze the information prior to the extract for ENLIGHT
 - (3) System engineer or similar experience levels – This individual should have an understanding of the server, network and security infrastructures of the district's systems.
- d. Provide the Office Depot team with data from District systems mapped to the input tables for entry into ENLIGHT. Test the initial logic to transform extracts from the District's data systems into the mutually agreed upon format prescribed by the input tables for ENLIGHT ;
- e. Develop and communicate to Office Depot a data-upload schedule for uploading data updates from District systems into ENLIGHT;
- f. Submit transformed data extracts from District data systems to ENLIGHT in accordance with the data update schedule;
- g. Provide information on end user devices used and the software configuration of those devices. Provide network configuration as it relates to utilization and bandwidth both for LAN (within the schools) and WAN (between the schools and into the district). Provide information on the systems in section (d/e) as to where these systems are hosted and the process to access these systems for data extract;
- h. Perform User Acceptance Testing (UAT) of ENLIGHT;
- i. The District further agrees to reasonably cooperate with Office Depot to provide any additional District resources reasonably requested by Office Depot which may be required to implement ENLIGHT.

2.4.5 District Coordinator for Curriculum and Instructional Content

The District will retain responsibility for acquiring and managing its instructional content and assessments with the mutually agreed upon assistance from Office Depot. The District shall identify and assign responsibilities to a coordinator for curriculum, assessments, and instructional content. The responsibilities of this role include, without limitation, the following:

- a. Provide digital format instructional content for use with ENLIGHT;
- b. Align assessments and instructional content to the District's learning standards, curriculum pathways, scope and sequence;

- c. Provide the Office Depot team with an inventory of instructional content to be loaded into ENLIGHT upon initialization of the service. The inventory includes locations, formats, types, and volumes;
- d. Provide the Office Depot team with feedback on the accuracy of automated alignment of instructional content to learning standards by ENLIGHT;
- e. Provide the Office Depot team with feedback on the accuracy and utility of forecasts of student proficiency by ENLIGHT;
- f. Develop and implement an approach for managing compliance with copyright and digital rights of instructional content managed by ENLIGHT;
- g. Enforce standards for quality and content for locally generated or open source content used through ENLIGHT; and
- h. Periodically participate in interchanges with members from the Office Depot education team regarding best practices in the use of ENLIGHT, including recommendations about features that can be added or improved upon.

2.4.6 District ENLIGHT Trainers

At a time agreed upon by both parties, the District shall identify and assemble an ENLIGHT training team who can begin working with Office Depot to build internal capacity within the District for training both their own technical staff and their leaders and educators on Watson Enlight. This model will build a pool of competent instructors who can then teach the material to others within the District. The District roles and responsibility for training are as follows:

- a. The District ENLIGHT Trainers shall contain at least one (1) head educator to act as a liaison between the District and Office Depot.
- b. The District ENLIGHT Trainers will need to participate in a certification program conducted and provided by Office Depot instructors and subject matter experts. As part of the certification program, Office Depot will provide the District with the training materials needed to train the individual schools as explained in Appendix A-3.
- c. The District ENLIGHT Trainers will be responsible for training District users and stakeholders on Watson Enlight.
- d. The District is responsible for implementing a district wide training schedule as well as maintaining instructional content and distribution of materials relevant to ENLIGHT.

2.4.7 Other District Responsibilities

- a. Unless otherwise expressly stated in this Agreement, the District will be responsible for ensuring its own compliance with all laws and regulations, including but not limited to, those pertaining to data privacy, product safety and regulatory compliance. The District is solely responsible for obtaining advice of competent legal counsel as to the identification and interpretation of any relevant laws, rules and regulations that may affect the District's business and any actions the District may need to take to comply with such laws. Office Depot makes no representations or warranties with respect to product safety or regulatory compliance of non-Office Depot products;
- b. The District will be responsible for the content of any database, the selection and implementation of controls on its access and use, backup and recovery and the security of the stored data which the District maintains or controls. This security will also include any procedures necessary to safeguard the integrity and security of software and data used in the Services from access by unauthorized personnel;
- c. The District will be responsible for the identification and interpretation of, and compliance with, any applicable laws, regulations, and statutes that affect the District's existing systems, applications, programs, or data to which Office Depot will have access during the Services, including applicable data privacy,

- export, and import laws and regulations. It is the District's responsibility to ensure the systems, applications, programs, and data meet the requirements of those laws, regulations and statutes;
- d. The District will be responsible for all data loaded and entered into the Enlight system to ensure compliance with all laws and regulations, including but not limited to, those pertaining to data privacy, product safety and regulatory compliance; and
 - e. The District will perform the roles and responsibilities as indicated in Appendix B: Information Security Table of Roles and Responsibilities.

2.4.8 Additional Innovation District Responsibilities

An Innovation District is defined as a district in which annual subscription fees and other fees (except as stated herein) are waived in lieu of collaborative services and user feedback. The District has been designated an Innovation District and some fees have been waived as detailed in Section 2.6. Innovation District responsibilities are as follows:

- a. The District, as defined as an Innovation District, is responsible for ongoing district feedback, user testimonials and mutually agreed upon publicity throughout the term of the Agreement.
- b. It is the responsibility of the District to provide use case information, as requested, in order to further define requirements of the District and Watson Enlight. All reasonable attempts will be made by the District to comply to these requests in a timely manner as resources are available.
- c. The District may be utilized as a referral for other prospective clients and may be asked to showcase and/or present Watson Enlight to others when requested in a timely and reasonable manner.
- d. The District will assist Office Depot in building the professional development models, including leadership engagement, teacher training, and coaching. This will include the processes, materials, reporting and monitoring for the duration of the contract.
- e. The information gathered in all collaborative engagements and the material outputs may be used in the promotion of Watson Enlight. All promotion of materials will follow guidelines outlined in Section 2.9 of this Agreement.
- f. The parties hereby acknowledge and agree that the District is being provided ENLIGHT either at no costs or at a reduced rate throughout this Agreement in exchange for the District's agreement to provide certain services to Office Depot more particularly described herein ("Exchange of Services"). An Innovation District has the responsibility to exchange services commencing in Year 2 in order to utilize Watson Enlight at no cost. Office Depot and the District will mutually identify and agree to, in writing, as to the scope of the Exchange of Services no later than April 1, 2017. The details of these Exchange of Services will be attached to this Master Service Agreement upon agreement between both parties. These services may include, but are not limited to, introduction of Office Depot to personnel and departments within the District, reporting to other districts the District's experience and results from utilizing ENLIGHT which may involve the District participating in public relations or other marketing opportunities.
- g. An Innovation District has the opportunity to engage in an Exchange of Services in Years 3-7 to reduce or eliminate the costs of Watson Enlight. A schedule for the Exchange of Services and the updated Enterprise License Fees will be defined and agreed upon with the District prior to March 1st of each year preceding the upcoming year of use. For example, March 1, 2018 for the year of use beginning July 1, 2018 and ending June 30, 2019. The schedule will be attached to this Agreement upon execution by both parties prior to the July 1, 2018 start date. Those services may be similar to those agreed upon in Year 2 or such other activities as may be mutually agreed upon by the parties.

2.5 Term

- a. This Agreement will be effective for a period of seven (7) years from the Effective Date (the "Term") unless terminated in accordance with the terms herein.

- b. Services are provided to the School District through the district's school year as defined by the District.

2.6 Fees and Termination

2.6.1 Charges

- a. **Integration Fees:** Office Depot will receive \$00.00 for the integration of Watson Enlight throughout the term of the Agreement. An integration is defined as the initial installation, system linking, configuration, set-up, and data load for the District. In addition, major upgrades from one version to a higher version that require installation, integration, configuration, set-up, and data load are considered an integration.
- b. **Enterprise License Fees:** The Enterprise License Fee applies to all students within the District. Office Depot will receive \$00.00 per student for Watson Enlight for the first twelve (12) months after the Effective Date or the prorated schedule based upon system initiation. The Enterprise License fees for the remainder of the term are stated in the fee table at the end of Section 2.6; provided, however, these Enterprise License fees shall be subject to change per the procedures discussed in this Section.

Per section 2.4.8 (g), it is the intent of Office Depot and the District to reduce or eliminate Enterprise License Fees through an agreement of Exchange of Services. All Enterprise License Fees in Year 2 will be waived provided Office Depot and the District come to a successful agreement on the Exchange of Services as described in Section 2.4.8 (f). As to subsequent Years, 3-7, The District will have the opportunity to reduce or eliminate costs associated with Watson Enlight per the final outline and mutual agreement of additional Exchange of Services which may be added to this Agreement as an amendment.

In addition, the District and Office Depot will renegotiate, at the end of Years 2-6, the Enterprise License Fee and Exchange of Services for the following year. This renegotiation will commence no later than December 1 of the prior year, and be completed by no later than March 1 of the prior year. (Example: For school year 3, negotiation will occur from December 1-March 1 of school year 2). The Enterprise License Fee will not exceed \$18 per student at any time throughout the Agreement. In years 6 and 7, the District will receive Watson Enlight for \$18 per student or for a 20% discount off of the "Established Market Price" (as hereinafter defined), whichever is lower.

The District and Office Depot will have a mutual option to extend this Agreement annually beyond year 7. The terms and conditions, including annual negotiation of per student cost and services exchanged by the District, will remain. District will continue to receive a 20% discount from the Established Market Price of Watson Enlight. Both parties must agree on extension by April 1 of the previous year. For example, agreement on extension must occur on April 1 of 2024, with eighth year commencing on July 1, 2024.

"Established Market Price" is defined as the national average price Office Depot has charges to other customers for Watson Enlight during the six months prior to the commencement of negotiation with the District. There must be at least 10 districts making up the national average price. If any less than 10 districts, the price for Innovation Districts will remain no higher than \$18 per student.

Should the District choose not to participate in the Exchange of Services, or such Exchange of Services Agreement cannot be agreed upon, the District shall be responsible for the per student Enterprise Fee as outlined within the fee table or either party shall be entitled to terminate this Agreement pursuant to Section 2.6.2 hereof.

- c. **Comprehensive Professional Development Solutions Fees:** Office Depot will receive \$00.00 for professional development and change leadership fees throughout the term of this Agreement. Professional development is defined as Office Depot's leadership of the collaborative development and execution of a dynamic strategic professional development plan for the district and sites. It is focused on providing the skills and strategies educators need to use the components of Watson Enlight. All collaborative work and material outputs remain the property of Office Depot and may be used in the development of future ENLIGHT implementations.

- d. **Payment Terms:** Office Depot shall invoice the District for the fees for the school year based upon the fees detailed in the fees table below. The Enterprise License per Student fees will be invoiced on July 1 annually for the term of the Agreement or the prorated schedule based upon system initiation. Payment of undisputed amounts, are due within thirty (30) days of date of invoice. Invoices not paid within thirty (30) days shall bear interest at the rate of 1.5% per month or the maximum amount allowed under law, whichever is less, from the due date of the invoice. District's credit limit shall be established by Office Depot, who reserves the right to lower the District's credit limit or refuse to provide any scheduled materials or services if at any time: (a) the District is delinquent in making payments to Office Depot or is otherwise in breach of this AGREEMENT; or (b) the District's credit standing becomes impaired or reasonably unsatisfactory to Office Depot.

Section 2.6 Fees Table:

Service	Yr.1 (2016-2017)	Yr.2 (2017-2018)	Yr.3 (2018-2019)	Yr.4 (2019-2020)	Yr.5 (2020-2021)	Yr.6 (2021-2022)	Yr.7 (2022-2023)
Integration Fees	\$0	\$0	N/A	N/A	N/A	N/A	N/A
Enterprise License (per student)	\$0	\$0*	\$15	\$15	\$15	\$18	\$18
Comprehensive Professional Development Solutions Fee	\$0	\$0	\$0	\$0	\$0	\$0	\$0

*Year 2 is \$0.00 provided the parties agree upon the terms of the Exchange of Services.

2.6.2 Termination

- a. **Termination of Agreement for Breach** – This Agreement may be terminated by either party on written notice with immediate effect if, the other commits a material breach of this Agreement which is not remedied within thirty (30) days of a written request to remedy the same (or if it is not practical to remedy the breach within such period, if reasonable steps have not been taken with the thirty (30) days towards remedying the breach).
- b. **Non-Appropriation of Funds** - District hereby represents, warrants and covenants to Office Depot that: (a) District intends, subject only to the provisions of this Section 2.6, to remit to Office Depot all sums due and to become due under the Agreement for the full multi-year term thereof; (b) District's governing body has appropriated sufficient funds to pay all amounts due to Office Depot during District's current fiscal period; (c) District reasonably believes that legally available funds in an amount sufficient to make all such payments for the full multi-year term can be obtained; and (d) District intends to do all things lawfully within its power to obtain and maintain funds from which all such payments to become due during the full multi-year term of the Agreement, including making provision for such payments to the extent necessary in each budget or appropriation request submitted and adopted in accordance with applicable law. Notwithstanding the foregoing, the decision whether or not to budget and appropriate funds is within the discretion of District's governing body. In the event District's governing body fails to appropriate sufficient funds to make all payments and pay other amounts due and to become due during District's next fiscal period, District may, subject to the terms hereof, terminate the Agreement as of the last day of the fiscal period for which appropriations were received (an "Event of Non-appropriation"). District agrees to deliver notice of an Event of Non-appropriation to Office Depot at least thirty (30) days prior to the end of District's then-current fiscal period, or if an Event of Non-appropriation has not occurred by that date, promptly upon the occurrence of any such Event of Non-appropriation. District and Office Depot understand and intend that District's obligation to make payments and pay other amounts due under the Agreement shall constitute a current expense and shall not in any way be construed to be a debt in contravention of any applicable constitutional or statutory limitations

or requirements concerning District's creation of indebtedness, nor shall anything contained herein constitute a pledge of District's general tax revenues, funds or monies.

- c. **Convenience:** Either party shall be entitled to terminate this Agreement, without case, upon thirty (30) days prior written notice to the other party.

- d. **Effect of Termination** – If District terminates this Agreement, it will pay Office Depot for all Services provided up to the date of termination and for additional costs Office Depot reasonably incurs as a result of the early termination of the Services, such as costs relating to sub-contracts or travel costs. Office Depot will take reasonable steps to mitigate any such additional costs. Unless specified otherwise in the Agreement where the Services have been provided on a fixed price fees basis, the District will pay Office Depot all sums due at the date of termination in accordance with the payment terms set out in the Agreement, plus any related payments withheld, together with fees on a time and materials basis for Services provided after the date of the last applicable payment under the payment terms. Should the sum of such amounts be less than any advance payment received by Office Depot for such Services, Office Depot will refund the difference within thirty (30) days of such termination. No charges will be incurred for upcoming year services if cancellation notification is given thirty (30) days prior to the end of the current school year. If either party terminates this Agreement for breach, that party will have remedies available to it at law or under this Agreement with respect to such breach.

2.7 Additional Terms and Conditions

2.7.1 Limitation of Liability

- a. In no event shall either party be liable for consequential, special, indirect or incidental damages, or for any damages resulting from loss of use or profits arising out of or in connection with this agreement, whether in an action based on contract, tort (including negligence) or any other legal theory, even if the party has been advised of the possibility of such damages.
- b. Notwithstanding anything to the contrary contained herein, under no circumstances shall Office Depot, its affiliates, or its subcontractors be liable for loss of, or damage to data, even if informed of their possibility.

2.7.2 Information Security

- a. **Privacy Data.** "Privacy Data" is all information personal or unique to District customers, school District employees, schools, school employees, students and parents or guardians thereof that is disclosed to Office Depot. Privacy Data includes, but is not limited to, any information alone or in combination that can be used to identify or contact a specific individual, such as first name or first initial and last name, address (business and personal), telephone number, birth date, social security number, driver's license number, state identification number, credit or debit card number in combination with a security code, access code, or password, medical information, user name or email address in combination with a password or security question and answer. Privacy Data will be accessed, used, maintained, collected, modified, merged, shared or disclosed by Office Depot only as is necessary for Office Depot to perform its obligations under this Agreement, and as otherwise required by the school district. Except as set forth in this Agreement, or as the District otherwise directs in writing, Office Depot may not (a) modify Privacy Data or student educational records; (b) merge Privacy Data or student educational records with other data; (c) or use Privacy Data or student educational records for any other purpose, commercial or otherwise, including targeted advertising or assembling student profiles for non-educational purposes; and/or (d) permit others to do so. Office Depot is further prohibited from changing how Privacy Data is collected, used or shared under the Agreement without advance written consent from District.

- b. **Student Educational Records.** The District is the owner of all student educational records. Student educational records are defined as any information directly related to a student that is maintained by the District or any information acquired directly from the student through the use of instructional software or applications assigned to the student by a teacher or a District employee.
- c. **Family and Educational Rights and Privacy Act (FERPA):** Office Depot and District will work together to ensure compliance with FERPA. District shall develop and maintain a suitable set of policies and controls so that use of the ENLIGHT conforms to FERPA. District shall be responsible for providing all notices required under FERPA to parents, legal guardians, and eligible students. Parents, legal guardians, and eligible students shall have access to student records and Privacy Data through District systems as set forth in District's existing policies and procedures. Corrections to erroneous information in Privacy Data shall also be made through District systems as set forth in District's existing policies and procedures. Corrections to student records and Privacy Data will be provided to ENLIGHT through periodic updates from the District. See Appendix B for additional measures that the District and/or Office Depot will take to comply with FERPA.
- d. **Access Limitations.** Office Depot shall not disclose or transfer or permit access to student educational records or Privacy Data to any third party, including any contractor or sub-contractor, without the prior permission of the District given in writing, email, or other electronic means, except to the extent that a disclosure or transfer is required by law or is authorized under the Agreement. Office Depot will restrict access to student educational records and Privacy Data only to those individuals who have a need to know or otherwise access the Privacy Data to enable Office Depot to perform its obligations under the Agreement, and as otherwise permitted by the Agreement, provided that (a) a background check as set forth in paragraph d below has been conducted of those individuals and (b) those individuals have signed an undertaking to comply with the obligations set forth in this Section. Each individual who has a legitimate need for access (as outlined above) shall be assigned a unique (non-default) password, which passwords are reasonably designed to maintain the integrity and security of access controls. No terminated Office Depot employees are permitted access to student educational records containing Privacy Data. Upon the District's written request, Office Depot will promptly identify in writing all individuals who have been granted access to the Privacy Data and student educational records as of the date of the request. Office Depot will at all times require its employees and others to whom it provides Privacy Data to strictly abide by Office Depot's obligations under this Section. Office Depot further agrees that it will maintain a disciplinary process to address any unauthorized access, use or disclosure of Privacy Data by any of Office Depot's officers, partners, principals, employees, agents, subcontractors, or independent contractors.
- e. **Personnel Resources Due Diligence.** With respect to Office Depot access to any of the District's data sources or software applications, specific to the services performed within this Agreement, Office Depot will perform commercially reasonable due diligence to ensure the integrity of personnel resources assigned to perform the services set forth in this Agreement and to use commercially reasonable efforts to prevent malicious activities of Office Depot personnel resources who are removed from performing services under this Agreement and remain employees of Office Depot. Office Depot will comply with the following personnel security policy requirements as part of this Agreement, specific to any Office Depot employee having access to any of the District's data sources or software applications: (a) Office Depot will disable orphan computer accounts within twenty-four (24) hours, and (b) Office Depot will, in a commercially reasonable manner, proactively monitor the activities of Office Depot employees performing services under this Agreement to reasonably protect the District's data sources or software applications and reasonably identify fraudulent, suspicious or irregular activity. Office Depot and its subcontractors will be required to adhere to the District's data security policies while accessing the District's systems. The District will provide Office Depot with the District's data security policies within 2 weeks of the Effective Date. Failure to adhere to the District's data security policies or any school district information security standard will result in immediate termination of access.

- f. **Background Checks.** Office Depot will run background checks as required by the District and upon request, will provide to the District attestations certifying that the background checks have been run on the employees who will be performing the Services and that such persons have not been convicted of a violent or serious felony.
- g. **Security.** Office Depot shall implement agreed upon technical and organizational measures designed to protect student educational records and Privacy Data against accidental, unauthorized or unlawful destruction, loss, alteration, disclosure, and access, and against all other unlawful activities.
- h. **Disclosure and Notification of Security Breaches.** "Security Breach" means (i) any actual or reasonably suspected unauthorized or accidental access, use, loss, or disclosure of any Privacy Data or District confidential business sensitive information (BSI) which compromises the integrity and confidential nature of the Privacy Data, or District or BSI; or (ii) a breach of Office Depot's security or information systems that could reasonably be expected to expose any Privacy Data or District BSI to such unauthorized or accidental access or use. Office Depot shall notify the District of any actual or reasonably suspected Security Breach of the Privacy Data or District BSI and/or related IT systems within one (1) day of Office Depot's discovery of such breach. A Security Breach will be deemed "discovered" as soon as Office Depot has confirmed with reasonable diligence that a Security Breach has occurred. In any notification to the District required under this Section of the Agreement. Office Depot shall designate one or more individuals employed by Office Depot who will be available to the District as a contact regarding such Security Breach. Office Depot shall investigate and remediate the Security Breach and, to the extent that a Security Breach results in a legal obligation on Office Depot or the District to notify impacted individuals, and/or law enforcement agencies or government regulatory authorities, and/or would put impacted individuals at risk, Office Depot shall provide the District with assurances satisfactory to the District that a breach will not recur. Office Depot warrants that if there has been a breach of Privacy Data, all responsive steps will be documented and a post-incident review will be made of both the events and also actions taken, if any, to change business practices made relating to Privacy Data. Office Depot agrees to fully cooperate with District in the District's handling of the matter and to negotiate a mutually agreed upon remedy, including without limitation any investigation, reporting to affected parents, legal guardians or eligible students, or other obligations required by applicable law or regulation, or as otherwise required by the District, and will work with the District to otherwise respond to and mitigate any damages caused by the breach. Office Depot shall not notify any third party of the breach without the District's prior written authorization, such authorization not to be unreasonably withheld.

In the event that a notification of a Security Breach originates from the District, Office Depot shall designate one or more individuals employed by Office Depot who will be made available to the District and will participate in an investigation of the Security Breach, whether the investigation is being conducted by the District or a designated third party. Office Depot will not be liable for any fees, costs, or damages related to a potential or actual unauthorized disclosure of Privacy Data or student educational records resulting from a breach of or unauthorized access to District's systems.
- i. **Written Data Security Program.** Office Depot agrees that it has a written program instructing its employees how to protect Privacy Data, including individuals' names, email addresses, birthdates, and physical addresses. Office Depot agrees to conduct regular assessments of reasonably foreseeable internal and external risks to the security, confidentiality and integrity of electronic, paper and other records containing personal information, and as necessary to improve the effectiveness of the safeguards to limit such risks, including employee training at least annually, ensuring ongoing employee compliance with its written program, and the development of measures for detecting and preventing security system failures.
- j. **Encryption.** Office Depot shall ensure that (a) any Privacy Data that it transmits over a network, whether via email, secure file transfer protocol, or other means of electronic exchange, and (b) any Privacy Data

stored on a portable device, including but not limited to a laptop computer, USB drive, or CD, shall be encrypted using a cryptographic algorithm employing a key length of at least 128 bits.

- k. **No Export.** Office Depot warrants that it will not transmit or otherwise send, indirectly or directly, any student educational records or Privacy Data to any country outside of the United States without the prior written consent of the District.

- l. In addition to Office Depot and the District obligations under this Agreement, the following provisions apply in the event that one party makes Privacy Data and/or BSI available to the other, which the providing party agrees are appropriate security measures to protect the information:
 - 1. If the party providing the student educational records, Privacy Data and/or BSI requires additional security measures beyond those specified in this Agreement, the parties will mutually agree to them pursuant to the Project Change Control Procedures. These security measures will be set forth in an additional Appendix.
 - 2. Each party agrees not to use or disclose student educational records, Privacy Data and/or BSI other than as permitted or required by this Agreement or as required by applicable laws and regulations.
 - 3. Additional or different services will be deemed a request for new services and managed through the Project Change Control Procedures.
 - 4. Each party agrees to promptly return to the other or destroy all Privacy Data and/or BSI related to this Agreement which is no longer necessary to fulfill the purpose(s) for which it was made available, unless otherwise instructed by the other party or as required by Laws.
 - 5. Within thirty (30) days of termination or completion of this Agreement, unless otherwise instructed by the District, Office Depot shall provide a written certification to the District that all student educational records and all Privacy Data have been returned to the District and cannot and will not be made available to any third party.

2.7.3 Required Consents

The District is responsible for promptly obtaining and providing to Office Depot all Required Consents with mutually agreed upon assistance from Office Depot, as defined herein, necessary for Office Depot to provide the Services described in this Agreement. A "Required Consent" means any consents or approvals required to give Office Depot and its subcontractors the right or license to access, use and/or modify (including creating derivative works) the hardware, software, firmware and other products the school district uses, without infringing the ownership or license rights (including patent and copyright) of the providers or owners of such products. The District will indemnify, defend and hold Office Depot, its subcontractors and majority-owned subsidiaries, harmless from and against any and all third-party claims, losses, liabilities and damages (including reasonable attorneys' fees and costs) arising from or in connection with any third-party claims (including patent and copyright infringement) made against Office Depot, alleged to have occurred as a result of the District's failure to provide any Required Consents to Office Depot. Office Depot will be relieved of the performance of any obligations that may be affected by the District's failure to promptly provide any Required Consents to Office Depot.

2.7.4 Waiver

Any failure by either party, at any time, to enforce or require the other party's compliance with any of the terms and conditions of the Agreement shall not constitute a waiver of such terms and conditions, nor limit the right of the non-defaulting party to avail itself of any and all remedies it may have under the terms of this Agreement.

2.8 Notices.

All notices must be given in writing. Such notices shall be deemed to have been given when delivered in person, or three (3) days after being sent by certified mail, return receipt requested, postage pre-paid, or upon delivery by reputable overnight courier, all delivery charges pre-paid. Notices shall be sent to the following address, or such other address or addressee as either party may from time to time designate to the other by written notice:

If to Office Depot: Office Depot, Inc.
6600 North Military Trail
Boca Raton, FL 33496
Attn: David Trudnowski, Vice President

With a copy to: Office Depot, Inc.
6600 North Military Trail
Boca Raton, FL 33496
Attn: Office of the General Counsel.

If to District: Lori White
1960 Landings Blvd.
Sarasota, FL 34231

2.9 Advertising or Publicity Releases.

Neither Office Depot nor District shall refer to or identify the other or its affiliates in any marketing, advertising, press releases or public statement without the prior written consent of the other party.

2.10 Headings.

The headings and sections and paragraphs herein are included for convenience of reference only and shall not control the meaning or interpretation of any of the provisions of this Agreement.

2.11 Severability.

Any legal determination that any of the provisions contained in this Agreement are void, invalid or unenforceable shall not affect the validity of any other provisions of this Agreement.

2.12 Choice of Law Forum

This Agreement shall be construed and governed in accordance with the laws of the State of Florida without regard to conflict of laws principles, and any disputes or litigation arising from this Agreement shall be conducted in the state or federal courts of the State of Florida.

2.13 Subcontracting

Office Depot, in its sole discretion, shall be entitled to delegate or subcontract any or all of its obligations under this Agreement.

2.14 Force Majeure.

Office Depot shall not be considered in default in the performance of its obligations to the extent that the performance of any such obligation is prevented or delayed by any cause that is beyond its reasonable control.

EXECUTION COPY

Signature Acceptance

This Agreement and its Appendices are the complete Agreement regarding Services, and replace any prior oral or written communications, representations, undertakings, warranties, promises, covenants, and commitments between Office Depot and the District regarding the Services. In entering into this Agreement, neither party is relying upon any representation that is not specified in this Agreement or the Agreement. Additional or different terms in any written communication from Office Depot (such as a purchase order) are void. Each party agrees that no modifications have been made to this Agreement. Each party accepts the terms of this Agreement by signing this Agreement (or another document that incorporates it by reference) by hand or, where recognized by law, electronically. Once signed, please return a copy of this document to the Office Depot address shown below. Any reproduction of this Agreement made by reliable means (for example, electronic image, photocopy, or facsimile) is considered an original and all Services and Products ordered under this Agreement are subject to it.

Agreed to:		Agreed to:
School Board of Sarasota County, Florida By:		Office Depot, Inc. By:
Name: Lee White Shirley Brown		Name: David Trudnowski
Title: Superintendent Board chair		Title: SVP, Adjacencies, Growth & Public Sector Strategy
Authorized signature		Authorized signature
Date:		Date:
Customer Number:		Customer Number:
Project Name:		Agreement number:

Approved for Legal Content
 Matthews Eastmoore, General Counsel for
 the School Board of Sarasota County
 July 27, 2016
 Signed: ASH



Appendix A: Deliverable Materials Guidelines

A - 1: ENLIGHT Project Plan

Purpose: The purpose of the ENLIGHT Project Plan is to document and track project progress throughout the implementation and rollout of the solution at the District. It will include project activities, tasks, task dependencies, milestones, and resources and is updated continuously by the Office Depot Project Manager.

Content: The ENLIGHT Project Plan will consist of the following:

- a. Project milestones, activities, tasks, and assigned resources;
- b. Project task dependencies; and
- c. Project task estimated start and completion dates.

Delivery: Office Depot will deliver one softcopy of the ENLIGHT Project Plan to the District Project Leader bi-weekly. The format of the ENLIGHT Project Plan will be Microsoft Project, Microsoft Excel or Smartsheet.

A - 2: ENLIGHT Training Materials

Purpose: The purpose of the training is to provide the District with a knowledge base to support and utilize ENLIGHT. The District educational team should be able to understand, deliver, onboard and support the product as well as engage other professionals in the learning and development of ENLIGHT.

Content: The ENLIGHT Training Materials will consist of:

- a. End User Guide;
- b. Level 1 Support Guide for district technology coordinator;
- c. FAQ Document;
- d. Terminology Guide; and
- e. Tutorials.

Delivery: Delivery of training materials shall be in softcopy format and will be provided initially by Office Depot and will be conducted as follows:

- a. Hands on within on-site Training;
- b. Blended Learning Presentations; and
- c. Instructional Materials.

A - 3: District Deployment / On-Boarding Package

The purpose of the District Deployment / On-Boarding Package is to provide a set of detailed guidelines that will be used by the District On-Boarding Team.

Content: The 1 District Deployment / On-Boarding Package will generally consist of the following, as appropriate:

- a. District Deployment / On-Boarding Checklist.
- b. Student Information Data Template.
- c. Templates for identification of instructional content and use cases for its uploading into Enlight.
- d. List of reports.
- e. List of users and roles customized for the District.

Delivery: Office Depot will deliver one softcopy of the District Deployment / On-Boarding Package to the District Project Leader. The format for this deliverable will be Microsoft Word or Microsoft Excel.

A - 4: Operational Office Depot Watson Enlight Environment

Purpose: The purpose of this deliverable is to verify that the District end user will be able to log in and utilize the ENLIGHT associated with the end user's District.

Content: This deliverable will consist of an operational ENLIGHT Environment for the District.

Delivery: Office Depot will deliver a URL and login of a working operational ENLIGHT Environment to the District Project Leader.

A - 5: ENLIGHT Data Migration Plan

Purpose: The purpose of this deliverable is to provide the District with a plan for the migration of the data upon which ENLIGHT relies (i.e., District data updates throughout the year and curriculum policies and standards updates, as needed.)

Content: This deliverable consists of three components:

- a. A set of input tables representing all data requirements to support the ENLIGHT system;
- b. A template for the bulk upload of instructional content into the ENLIGHT system; and
- c. Frequency of data updates from source systems to ENLIGHT.

This deliverable will be based on the school district's data environment and systems at the time at which it is developed. Changes to the data environment will require updates to the ENLIGHT Data Migration Plan.

Delivery: Office Depot will deliver one softcopy of the update schedule to the District Project Leader. The format for the update will be Microsoft PowerPoint or Microsoft Excel.

A - 7: Leadership Engagement

Purpose: The purpose of this deliverable is to support the leadership team in the District in building and executing an implementation plan that addresses the sustainable change management needs ENLIGHT will require to successfully integrate or shift the culture of the District.

Content: This deliverable consists of the following components:

1. On-site workshops
2. Training and Coaching Delivery Plan; and
3. Best Practices Plan.

Delivery: Office Depot will provide soft copies of these plans as described in sections A-8 and A-9 of Appendix A.

A - 8: Training and Coaching Delivery Plan

Purpose: The purpose of this deliverable is to develop a strategic plan for delivery of training and coaching for each school site implementing ENLIGHT.

Content: The deliverable consist of the development of a plan that addresses the following areas:

1. Identify the Rationale and Key Features of the Training & Coaching Program;

2. New Knowledge and Skills to be taught, i.e. note taking and;
3. Method(s) of Teaching and coaching.

Delivery: Office Depot will deliver one soft copy of the plan that will be a shared living document subject to changes to meet needs of the District as implementation progresses.

A - 9: Best Practices Plan

Purpose: The purpose of this deliverable is to outline how the ENLIGHT Core Team will identify, measure, and codify "best practices" at all stages of implementation of the innovation.

Content: The deliverable consists of the development of strategies for identifying, measuring, and codifying "best practices" at all stages of implementation of the innovation. The practices will generally fall under these categories: Organization, Leadership, and Classroom Practices, but not limited to these areas.

Delivery: Office Depot will deliver one soft copy of the template for developing this plan and assist the ENLIGHT Core Team each quarter in updating it and establishing strategies around the findings.

A - 10: Project Status Reports

Purpose: The Project Status Report is a tool to inform management and key project stakeholders as to the overall health of the project as well as its performance on several key indicators.

Content: The Project Status Report follows generally accepted project management practices that address Project Schedule, through achievement of key milestones, Risk/Issue Management, through assignment and mitigation measures, and Project Change Control Procedures, ensuring proposed changes in scope/resources/schedule are analyzed and presented to Management for fact based decision making.

Delivery: The Office Depot Implementation Project Manager will first review and obtain alignment on the Status Report with the District Project Leader. Once the content is agreed to, the Office Depot Implementation Project Manager will send a final softcopy in MS Word format to the District Project Leader for distribution to the desired District Management and project team members.

Appendix B: Project Procedures

B - 1: Project Change Control Procedure

The following process will be followed if a change to this Agreement is required:

- a. A Project Change Request ("PCR") will be the vehicle for communicating change. The PCR must describe the change, the rationale for the change and the effect the change will have on the Services.
- b. The designated project manager of the requesting party will review the proposed change and determine whether to submit the request to the other party.
- c. Both project managers will review the proposed change, amend it if necessary, and present it to the project leadership team to obtain a decision as to whether to implement it, recommend it for further investigation, or reject it.
- d. Office Depot will specify any charges for such investigation. A PCR must be signed by authorized representatives from both parties to authorize investigation of the recommended changes. Office Depot will invoice the District for any such charges pursuant to the terms of this Agreement. The investigation will determine the effect that the implementation of the PCR will have on price, schedule and other terms and conditions of this Agreement.
- e. A PCR must be signed by authorized representatives from both parties to authorize implementation of any agreed changes to the Agreement. Until a change is agreed in writing, both parties will continue to act in accordance with the latest agreed version of the Agreement.
- f. A PCR that has been signed by authorized representatives from both parties constitutes a change authorization for purposes of this Agreement.

B - 2: Deliverable Materials Acceptance Procedure

Each Deliverable Material will be reviewed and accepted in accordance with the following procedure:

- a. One (1) softcopy draft of the deliverable material will be submitted to the District Project Leader. It is the District Project Leader's responsibility to make and distribute additional copies to any District reviewers.
- b. Within five (5) business days of receipt, the District Project Leader will either accept the Deliverable Material or provide the Office Depot Project Manager a written list of requested revisions. If Office Depot receives no response from the District Project Leader within five (5) business days, then the Deliverable Material will be deemed accepted.
- c. The Office Depot's Project Manager will consider the District's timely request for revisions, if any, within the context of Office Depot's obligations as stated in Appendix A - Deliverable Materials Guidelines.
- d. Those District revisions agreed to by Office Depot will be made and the Deliverable Material will be resubmitted to the District Project Leader, at which time the Deliverable Material will be deemed accepted.
- e. Those District revisions not agreed to by Office Depot will be managed in accordance with the Project Change Control Procedure.
- f. Any conflict arising from this Deliverable Materials Acceptance Procedure will be addressed as specified in the Escalation Procedure set forth in Appendix B-3.

B - 3: Escalation Procedure

The following procedure will be followed if resolution is required to a conflict arising during the performance of this Agreement.

- a. When a conflict arises between the District and Office Depot, the project team member(s) will first strive to work out the problem internally.

- b. Level 1: If the project team cannot resolve the conflict within two (2) working days, the District Project Leader and Office Depot Project Manager will present the Issue to project leadership for resolution.
- c. Level 2: If the conflict is not resolved within three (3) working days after being escalated to Level 1, the District Executive Sponsor will meet with the Office Depot to resolve the issue.
- d. If the conflict is resolved by either Level 1 or Level 2 intervention, the resolution will be addressed in accordance with the Project Change Control Procedure.
- e. If the conflict remains unresolved after Level 2 intervention, the parties will continue to attempt to resolve any dispute relating to this Agreement by good faith negotiation between business principals for thirty (30) days. Thereafter, they will submit their dispute to mediation before an agreed mediator to be scheduled within thirty (30) days. The parties will conduct all mediations at a mutually convenient location. Each party will bear its own costs. This clause will survive the termination or expiration of this Agreement.
- f. During any conflict resolution, Office Depot agrees to provide Services relating to items not in dispute, to the extent practicable pending resolution of the conflict. The District agrees to pay undisputed invoices per this Agreement.

Appendix C: Information Security Table of Roles and Responsibilities

For purposes of performance of this Agreement, Office Depot and the District will perform, per the ENLIGHT Project Plan, the following responsibilities as indicated in the Information Security Table of Roles and Responsibilities in this Appendix.

Office Depot and the District may negotiate appropriate deliverable materials which will be identified and described in the Agreement through the Project Change Control Procedure.

Control Area	INFORMATION SECURITY ROLES & RESPONSIBILITIES	Office Depot	District
1	Security Policy		
a	Review, with Office Depot, District information security policy requirements		R
b	Review, with Office Depot, District security policy requirements, as required		R
c	Collaborate with Office Depot to assess and determine appropriate information security policy requirements, based on District business objectives, assessment of risk, and interpretation of legal, regulatory, and contractual obligations		R
d	Notify Office Depot if District information security requirements change through Project Change Control Procedure, as defined by this Agreement, so that parties may assess if and how to implement, including impact to cost, scope or schedule		R
e	Respond to exception or PCRs from District and determine if such requests result in additional or modified Services or changes to information security roles and responsibilities, all of which will be managed through the Project Change Control Procedure as defined by this Agreement	R	
2	Organization of Information Security		
a	Designate a knowledgeable District focal point for information security related activities		R
b	Provide contact information for the primary contact and for an authorized secondary contact		R
c	Coordinate all information security activities with third parties other than those contracted by Office Depot		R
d	Designate a knowledgeable Office Depot focal point for information security related activities including the following: <ul style="list-style-type: none"> • Interfacing with the District focal point on security requirements • Implementation of security requirements for which Depot is responsible in accordance with the negotiated and agreed to roles and responsibilities 	R	
e	Provide contact information for the primary contact and for an authorized secondary contact	R	
f	Coordinate security activities with third parties contracted by Office Depot (as defined by this Information Security Table of Roles and Responsibilities)	R	
3	Asset Management		
a	Be responsible for its information assets, including software, physical assets, and services		R
b	Identify in writing and communicate to Office Depot any District data designated as Privacy Data or BSI that Office Depot will have access to. Provide data for testing that does not contain Privacy Data or BSI.		R
c	Follow approved Project Change Control Procedure for security related changes	R	
d	Handle information identified by the District as Privacy Data or BSI: <ul style="list-style-type: none"> • On applications, protect District data by access controls as specified under Office Depot Responsibilities, in Area 6, 'Access Control' 	R	

Control Area	INFORMATION SECURITY ROLES & RESPONSIBILITIES	Office Depot	District
	<ul style="list-style-type: none"> Store portable storage media containing Privacy Data or BSI as defined in this Information Security Roles and Responsibilities Table or some other specifically named document When information is printed at Office Depot locations, keep printed information identified by District as confidential, business sensitive, personal and sensitive personal in a locked container or physically controlled area 		
4	Human Resources Security		
a	Address information security in the hiring, termination and personnel management processes for District personnel		R
b	Provide security awareness training to District personnel and other network or system users authorized by the District		R
c	Identify and provide to Office Depot any District-specific security training required for Office Depot personnel		R
d	Take appropriate management action if there is a misuse of authority by any District personnel		R
e	Address District security requirements in joining and leaving the project, and in personnel management processes for Office Depot personnel	R	
f	Provide the current Office Depot security education package to Office Depot personnel joining the project	R	
g	Address agreed-to personnel requirements as described in this Agreement	R	
h	Take appropriate management action if there is a misuse of an Office Depot employee's granted authorizations	R	
5	Physical and Environmental Security		
a	Secure work areas and restrict access from general public at School District sites where Office Depot personnel will work		R
b	Supply and manage secure workstation image(s) including anti-virus software, firewall protection, and whole-disk encryption for workstations provided by the District to Office Depot personnel, if any		R
c	Respond to virus attacks and initiate corrective action on workstations provided by the District to Office Depot personnel, if any		R
d	Define requirements for return of assets and removal of access rights to District physical assets upon Office Depot personnel termination or change of employment		R
e	Provide and manage physical security of Office Depot owned workstations	R	
f	Perform workplace security inspections of Office Depot personnel at Office Depot sites and District sites (related to execution of this Agreement) where Office Depot personnel will work	R	
g	Provide security for work areas and restrict access from general public at Office Depot sites	R	
h	Supply and install Office Depot anti-virus software and upgrades for Office Depot supplied workstations	R	
i	Respond to virus attacks and initiate corrective action on Office Depot supplied workstations	R	
j	Install whole-disk encryption on Office Depot-supplied workstations	R	
k	Perform virus mitigation as required	R	
6	Access Control		
a	Authorize, administer and manage user IDs and passwords for District managed applications, systems and subsystems		R
b	Provide unique login IDs and passwords to Office Depot personnel for District managed applications, systems and subsystems		R

Control Area	INFORMATION SECURITY ROLES & RESPONSIBILITIES	Office Depot	District
c	Define access control requirements and process and administer logical access for network infrastructure systems and devices under District management		R
d	Define access control requirements for District applications, databases and other District software on systems across all environments (development, test, production)		R
e	Define what constitutes privileged access and access control requirements for users with privileged access to District applications, databases and other School District software on systems across all environments (development, test, production)		R
f	Administer revocation of access for District managed applications, systems and subsystems as appropriate, based on validation activities and when requested by Office Depot		R
g	Define revocation requirements for District applications, databases and other District software on systems across all environments (development, test, production)		R
h	Be responsible for revalidating the employment status and business need for access to District applications and systems for District personnel		R
i	Be responsible for revalidating the business need for Office Depot personnel access to District managed applications, systems and subsystems, periodically but at least every 12 months		R
j	Be responsible for implementing access changes to District managed applications, systems and subsystems based on input from Office Depot employment validation activities for Office Depot personnel		R
k	Revalidate the list of privileges associated with User ID's assigned to Office Depot personnel with access to District managed applications, systems and subsystems, periodically but at least every 12 months,		R
l	Revalidate shared ID's assigned to Office Depot with access to District applications, databases and other District software on systems across all environments (development, test, production), periodically but at least every 12 months		R
m	Validate User ID baseline inventory and share results of updates made to User IDs used by Office Depot personnel <ul style="list-style-type: none"> • Retain evidence of completion for two revalidation cycles 		R
n	Define data protection technique requirements to be used to access District applications, databases and other District software on systems across all environments (development, test, production), such as data masking and encryption, and supply tools to meet requirements		R
o	Define requirements for secure disposal of District information from workstations or storage media		R
p	Define criteria for Office Depot personnel termination of access rights to District's logical assets upon conclusion of assignment or change of employment		R
q	Log and monitor activities of Office Depot privileged users with access to District managed applications and systems; provide the monitoring results to Office Depot		R
r	Provide initial (one time) acknowledgement for shared ID's that will be used by Office Depot personnel		R
s	Submit request to revoke access to District systems, applications, databases and other District software when Office Depot personnel no longer require access		R
t	Respond to revalidation of employment status, business need and access privileges to District systems, applications, databases, other District software assigned to Office Depot personnel <ul style="list-style-type: none"> • Retain evidence of completion for two revalidation cycles • Submit or notify District of access changes needed as a result of revalidation activities 		R

Control Area	INFORMATION SECURITY ROLES & RESPONSIBILITIES	Office Depot	District
u	Respond to revalidation of shared ID's to District systems, applications, databases, other District software assigned to Office Depot personnel Retain evidence of completion for two revalidation cycles Submit or notify of access changes needed as a result of revalidation activities		R
v	Where Office Depot has the ability to establish password configuration settings on District applications, verify that passwords for Office Depot personnel working on District applications conform to the Office Depot standards		R
w	Perform a baseline inventory of User ID's to District systems, applications, databases, other District software assigned to Office Depot personnel and communicate User ID baseline inventory to District for validation		R
x	Provide follow-up for issues identified via monitoring of Office Depot privileged User IDs when alerted by District		R
y	Dispose District data in all forms within Office Depot's control based on District's classification and direction. If District has not provided any data disposal direction, then data will be disposed of in a manner consistent with Office Depot internal practices for Office Depot confidential information	R	
7	Information Security Incident Management		
a	Provide a 24/7 contact plan for reporting security incidents <ul style="list-style-type: none"> • Inform Office Depot of any application and information security incidents involving Office Depot personnel • Provide a District security incident coordinator • Make decisions on actions to resolve security incidents involving District network, systems, personnel or data, including, if appropriate, collection of evidence • Interface, as needed, with external entities such as law enforcement, legal or regulatory agencies 		R
b	Assist District in initial security incident evaluation for security incidents involving Office Depot personnel that are reported by the District as part of security incident management	R	
8	Compliance		
a	Communicate all regulatory or contractual security requirements that are applicable to the District and inform Office Depot of any additional or changed requirements (for example, data export or transfer restrictions and privacy laws)		R
b	Review periodic security reporting provided by Office Depot		R
9	FERPA		
a	Provide required notifications to parents, legal guardians, and eligible students regarding their rights under FERPA on an annual basis.		R
b	Establish and follow policies and procedures to allow parents, legal guardians, and eligible students to access and request changes to inaccurate or misleading student educational records and Privacy Data. Notify parents, legal guardians, and eligible students of their right to access student educational records and Privacy Data and how they can access them and make changes. Establish and follow policies and procedures for maintaining records requesting access to student educational records and Privacy Data, requesting changes be made to such data, and changes made.		R
c	Establish and follow policies and procedures to allow parents, legal guardians, and eligible students to have a formal hearing if the District decides not to make changes to student records or Privacy Data after a proper investigation.		R
d	Notify parents, legal guardians, and eligible students what the District considers to be student directory information -- information the District can disclose without permission from parents, legal guardians, and eligible students.		R

Control Area	INFORMATION SECURITY ROLES & RESPONSIBILITIES	Office Depot	District
e	Establish and follow policies and procedures for notifying parents, legal guardians, and eligible students when directory information will be disclosed, how to opt out of such disclosure, and recording and maintaining opt out records.		R
f	Establish and follow policies and procedures for obtaining permission from parents, legal guardians, and eligible students to collect, use, or disclose student educational records and Privacy Data and for recording and maintaining such permission records		R
g	Post privacy policies in proper locations.		R

Appendix D: Service Level Objectives

These Service Levels represent the Agreement between Office Depot and District as to the Services that will be measured as well as the criteria and methods that will be used for the evaluation.

Service Level Target Criteria

The severity levels described in the following table will be used to categorize Service Incidents from the District. The severity level will be assigned by the Office Depot Help Desk resource(s).

Table D-1: Severity Level Descriptions

Severity Level	Description	Severity Level Characteristics
1	Minor	A component, minor application or procedure is down, unusable or difficult to use. There is some operational impact, but no immediate impact on service delivery. An acceptable workaround, alternative or bypass exists. One or more District locations are impacted. Problems that would be considered Severity Level 1 or 2 that have a workaround, alternative or bypass available will be assigned a level of Severity 3.
2	Major	A key component, application, Critical System or network is down, degraded or unusable. Processing is severely impacted, multiple District locations are impacted and no acceptable workaround, alternative or bypass exists. Minimal financial impact condition exists. Potential critical impact on service delivery condition exists.
3	Critical	Critical system processing has stopped, all locations are impacted, and District users are unable to perform. No workaround, bypass or alternative is available. Major financial impact condition exists. (Critical System is defined as: network infrastructure, server or key application outage with critical impact on service delivery.)

Table H-3: Service Level Target

Assigned Severity Level	Target Service Incident Response Time	Target Service Incident Resolution Time
1	90% within sixty (60) minutes	90% within eight (8) hours
2	90% within two (2) business hours	90% within two (2) business days
3	90% within two (2) business days	90% within five (5) business days
4	90% within three (3) business days	Mutual Agreement

Application Availability: ENLIGHT will be made available 24x7. Office Depot shall continuously be monitoring ENLIGHT and conducting an application health check. Any planned shutdown / unavailability of the system will be communicated to the District with sufficient notice.

- **Uptime (Availability) Service Level Objective:** The Uptime Service Level Objective is 98% for application uptime, measured on a calendar month basis.

"Achieved Uptime Service Level" percentage is calculated as: (a) the total number of minutes in a calendar month minus (b) the total number of minutes of downtime in a calendar month, divided by (c) the total number of minutes in a calendar month with the resulting fraction expressed as a percentage.

The Uptime calculation will not include planned maintenance or other approved outages such as but not limited to those associated with upgrades and the application of emergency patches.