



# Sales Order Form

400 E Business Way  
Suite 400  
Cincinnati, OH 45241  
[www.hobsons.com](http://www.hobsons.com)

**Sold To:** East Bay Innovation Academy  
**Name:** Michelle Cho  
**Address:** 3400 Malcolm Ave, Oakland, CA 94605-5353  
**Email:** michelle.cho@eastbayia.org  
**Phone:**  
**Naviance ID:**

**Order Date:** 13-Jul-2021

**Valid Until:** 30-Jul-2021  
**Quote Number:** Q419549  
**Contract Start Date:** 19-Jul-2021  
**Contract End Date:** 18-Jul-2024  
**Contract Term (in months):** 36  
**Currency:** USD

**Naviance by PowerSchool Contact:**  
**Name:** Maggie Goldberg  
**Email:** maggie.goldberg@hobsons.com  
**Phone:**

**Purchase Order:**  
**Payment Term:** Net 30

Subscription	Start Date	Term (In Months)
Naviance Core Plus: Curriculum	19-Jul-2021	36
Implementation Services: Core Plus: Curriculum	19-Jul-2021	12
Naviance Insights Premium	19-Jul-2021	36
Naviance Alumni Tracker	19-Jul-2021	36
Consulting Hours (Naviance)	19-Jul-2021	12

Professional Services Details	Quantity	Start Date	Term (In Months)
Services School Core Plus: Curriculum Standardized Implementation	1	19-Jul-2021	12
Consulting Hours	2	19-Jul-2021	12

<b>Total Price:</b>	<b>18,875.00</b>
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<b>Notes: (if applicable)</b>	Professional Services must be utilized within twelve (12) months from date of purchase. If the term is longer than twelve (12) months and Professional Services are purchased for additional term years, Professional Services must be used within the term defined. Client is responsible for travel expenses associated with onsite consulting.
<b>Comments:</b>	Invoice Date 1 of \$9,025 billed 7/19/21 Invoice Date 2 of \$4,925 billed 7/23/22 Invoice Date 3 of \$4,925 billed 7/23/23

Please complete or update the following information:

Account Contacts	Name	Email Address
Primary	Jamia Morgan	jamia.morton@eastbayia.org
Billing	Michelle Cho	michelle.cho@eastbayia.org
<b>Payment Method:</b>	Purchase Order #  * If you would like to pay with a credit card, please contact the billing department at 866-337-0080, option 3.	
<b>CEEB Code:</b>	054970	

Unless separate invoice and payment terms are specified, Hobsons will issue invoices once per year, with the first taking place upon execution of the order form and then annually thereafter throughout the term of the contract.

This Sales Order Form is governed by and incorporates the terms and conditions found at <https://static.naviance.com/html/policies/tos.html> (the "Terms of Service"). By signing below, you represent that you have authority to sign on behalf of Customer and bind Customer to the Terms of Service and the attached statement of work, which are made a part of this contract.

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

\_\_\_\_\_ Yes, a Purchase Order is required. It will be sent to Hobsons by \_\_\_\_\_.

Upon execution by the authorized signatory, Customer hereby agrees to the Terms of Service and the attached statement of work, which will become effective together with this Order Form as of the Contract Start Date above.

**ACCEPTED AND AGREED:**


**NAVIANCE, INC. (a wholly-owned subsidiary of PowerSchool Group LLC)**

By:   
Signature

Eric Shander  
Name

**ACCEPTED AND AGREED:**

**CUSTOMER**

DocuSigned by:  
By:   
88736CCD559246E...

Signature  
Michelle Cho  
Name

Chief Financial Officer  
Title

Executive Director  
Title

13-Jul-2021  
Date

7/13/2021  
Date

Address: 400 E-Business Way, Ste. 400  
Cincinnati, OH 45241 USA

Address: \_\_\_\_\_

**Purchase Order & Order Forms:**  
Naviance, Inc.  
400 E. Business Way, Suite 400  
Cincinnati, OH 45241

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

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

### StudentTracker for High Schools/Districts

#### Terms of Service for Naviance Participating High Schools

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

1. The Clearinghouse provides a nationwide, central repository of information on student enrollment, degrees, diplomas, certificates and other educational achievements.
2. The School wants to obtain information on the attendance of its former students in postsecondary institutions. The School wishes to use the services of the Clearinghouse to assist in the functions as described below and designates the Clearinghouse as its authorized representative for this purpose.
3. The School will transmit to Naviance lists of its graduates ("Graduates"). Initially, it will transmit a list of Graduates dating back up to eight (8) years and, thereafter, will submit lists of new graduates each year after conferral of diplomas. The School agrees that it will submit its Graduates files electronically and that they will contain the data elements and configuration reasonably required by the Clearinghouse. Naviance, acting on behalf of School as a school official, will conform the data to Clearinghouse standards and submit the data to the Clearinghouse.
4. Upon request, the Clearinghouse will compare the School's Graduates with its database and provide the School with data on the subsequent enrollment and educational achievements of its students at postsecondary institutions. In addition to the Graduates file, the School may also submit through Naviance lists of graduates and other former students in a format reasonably required by the Clearinghouse ("StudentTracker Request Files"), and the Clearinghouse will provide data to the School via Naviance on the subsequent enrollment and educational achievements of these students at postsecondary institutions. The Clearinghouse reserves the right to reasonably limit the number of Request Files submitted by the School per calendar year.
5. The services provided by the Clearinghouse under this Agreement will be paid for by the School through Naviance, which will be responsible for forwarding payment to the Clearinghouse.
6. The Clearinghouse uses its best efforts to review, interpret, and follow publicly disseminated guidance on FERPA in the development and operation of its services and provides for the release of only unblocked directory information unless FERPA authorizes release

without consent. The School is solely responsible for its compliance with FERPA, and the Clearinghouse is not liable for any errors or omissions by the School that may give rise to FERPA violations. Both the Clearinghouse and the School agree to comply with all applicable Federal, State, and local statutes, regulations, and other requirements pertaining to the security, confidentiality, and privacy of information exchanged with and maintained by the Clearinghouse.

7. The School agrees that it may only disclose the data provided by the Clearinghouse to other educators, school boards, and school officials whom it has determined to have legitimate educational interests. The School agrees that it will not release data provided by the Clearinghouse to any other individuals, institutions, or organizations, other than those identified above, either in student or postsecondary institution identifiable form, without the Clearinghouse's express written permission and payment of any additional fees that may be required.
8. In the event the School is required to disclose any data provided hereunder (specifically including, but not limited to, information which could potentially identify individuals or specific postsecondary institutions) pursuant to any applicable statute, law, rule or regulation of any governmental authority or pursuant to any order of any court of competent jurisdiction, the School must provide the Clearinghouse prompt notice of such request for disclosure and reasonably cooperate with the Clearinghouse's efforts to obtain a protective order. The parties further agree that any exclusion effected pursuant to this provision is authorized only to the minimum extent necessary to allow the School to comply with a legal rule or order compelling the disclosure of information and shall not constitute a general waiver of the obligations of confidentiality under this Agreement.
9. The School will institute and maintain reasonable controls to ensure that the information it provides to the Clearinghouse under this Agreement is complete and accurate. The School agrees that the Clearinghouse will not be responsible for actions, errors or omissions of the School.
10. The Clearinghouse will institute and maintain reasonable controls to ensure the integrity and security of its database and data transmission systems so that it releases information solely to authorized Requestors in accordance with the terms of this Agreement and applicable law.
11. The Clearinghouse acts as agent for the School in the verification and release of information from education records under this Agreement. The Clearinghouse will not retain or release personally identifiable information provided by the School except as specifically authorized under this Agreement. The Clearinghouse may retain or release information received from the School under this Agreement that is in aggregate or statistical form and does not contain Social Security numbers or other personally identifiable information. The School retains full ownership rights to the information in the education records it provides to the Clearinghouse. Upon termination of this agreement, the Clearinghouse will immediately discontinue use of any information that has been provided to it by the School. The Clearinghouse will destroy all information provided under this Agreement after all retention requirements for federal, state and local audits have expired but in no event later than six months after termination of the Agreement.
12. The School agrees to acknowledge in all internal and external reports, presentations, publications, press releases, and/or research announcements that utilize StudentTracker data that the source of the data is the StudentTracker service from the National Student Clearinghouse.
13. The School agrees to provide all notices to the Clearinghouse under this Agreement to:  
  
National Student Clearinghouse  
2300 Dulles Station Blvd., Suite 300  
Herndon, VA 20171  
Attn: Vickie Graham, Contract Admin.  
Electronically: [graham@studentclearinghouse.org](mailto:graham@studentclearinghouse.org)  
Fax: 703-742-4234
14. The Clearinghouse agrees to provide all notices under this Agreement to the School to the signatory and address on Page 1 of this Agreement unless otherwise instructed in writing by the School. The Clearinghouse considers the signatory to this Agreement as its primary contact for all operational and systems issues unless otherwise instructed in writing by the School.
15. This Agreement commences on the date that School access to the StudentTracker service is first enabled ("Effective Date") and shall continue until the earlier of: (a) termination by either party by providing sixty (60) days notice to the other party, or (b) termination of the School's relationship with Naviance. In the event of termination under (b) above, the School may enter into a direct contract with the Clearinghouse. The parties agree that any subsequent modifications to this Agreement will be made only in writing.

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

DocuSigned by:  
*Michelle Cho*  
88736CCD559246E...  
Signature

Michelle Cho  
Printed Name and Position

7/13/2021  
Signature Date

# Naviance Plus: Curriculum Standardized School Implementation

## Statement of Work

### Introduction/Background

Naviance is an online college, career and life readiness (CCLR) platform that helps middle and high school students discover their strengths, explore college and career interests, create actionable goals and find their best-fit path after high school.

No other provider has the practitioners who have years of experience and thousands of implementations under their belt. Our consulting services ensure a proper and fast onboarding experience to make sure school staff is adequately prepared to use Naviance with their students. Naviance consultants share best practices and support specialists provide unlimited support to ensure schools and districts are set up for success.

**Project Consulting:** Provides tactical, hands-on support implementing and rolling out Naviance to educators and students through a five- phased proven methodology of assess, import, configure, deploy and measure.

**Support Services:** Timely phone, email and chat support to respond to questions from school and district uses throughout implementation and ongoing use of the solution.

### Naviance Responsibilities

Below is a list of the Naviance' driven activities that will support the success of this effort:

- To provide implementation best practices on all Naviance products that are a part of your subscription, by providing streamlined initial product set up support, training and follow up support resources,
- Naviance will lead a discovery session and prepare the documentation on requirements,
- Based on the requirements, Naviance will recommend the best possible product setup to ensure that key current processes are built and to maximize the utilization of Naviance unique features and capabilities,

- Naviance will provide remote training (via web and phone) during the first year of implementation.
- Support user-testing activities in conjunction with the client.

The objective of the Scope of Work is to define all products to be implemented as part of your subscription within the promised implementation timeline.

## Your Responsibilities

Below is a list of your key responsibilities, which is not inclusive of all tasks that will be completed during the implementation. A more detailed list of tasks the client will have to complete will be provided in the project plan after discussions with your assigned consultant:

- Dedicate a project team lead to manage the implementation process on your behalf,
- Establish a core team of participants to represent all stakeholders and be empowered to make decisions on behalf of the institution. This core team must include at a minimum your designated project lead, a super user/administrator from the District and representation from the IT organization who will be responsible for maintaining User Access and Data Integrity via Imports or Manual Entry. Some responsibilities may be shared (i.e. your project lead is also the designated super user),
- Ensure that all resources can dedicate time throughout the implementation process, which includes making decisions on data and assets that will need to be implemented,
- Ensure team members are willing to learn and build some of the data assets, such as students, course plans, and surveys in Naviance (8 - 12 hours per week) for the first 5 weeks of the implementation,
- Core team members attend regular meetings with Naviance to receive training and to review the status and progress of the project and to address any questions and outstanding issues,
- Provide all deliverables in the format specified by Naviance in the project plan,
- Meet the agreed upon deadlines in the project plan or let Naviance know in advance when deadlines will be missed,
- Test components in conjunction with Naviance.

## Place of Performance

Professional Product Training during the implementation will be available onsite at your authorized facilities or conducted virtually through Zoom Meeting technology, access information to be provided by Naviance, as planned and confirmed during the initial kickoff call where the implementation timeline will be reviewed. Training is standardized and limited to the products noted in the Tasks and Services Provided Section of the Scope of Work.

Ongoing Implementation Status Meetings as planned and confirmed during the initial kickoff call, are to be virtual through Zoom Meeting technology, access information to be provided by Naviance.

## Scope of Work

The objective of the Scope of Work is to define all products to be implemented as part of your subscription within the recommended implementation timeline.

### PROJECT CONSULTING

#### Staffing

Implementation Consultant

#### Tasks and Services Provided

##### Naviance Plus: Curriculum (Standardized School Implementation)

- Naviance
- eDocs (**High Schools Only**)
- AchieveWORKS
- Curriculum

**Provisioning**

- User Set up
  - 1 – School Level Admin User
  - 2 – School Level Users

## ☐ School Site Set up

- Turn all sites on, base permission set up (admin user + student)

## ☐ Advise on SSO and Data Integration Options (Clever vs. SAML)

- Student Login Options
- Staff Login Options
- Parent Login Options

**Assess Phase:**

- Conduct implementation kickoff meeting & establish regular cadence for ongoing meetings

## ☐ Create Project Plan

## ☐ Create Professional Development Product Training Plan

**Import Phase:**

- Conduct Initial Data Import Meeting
- Provide guidelines on user roles and rights

## ☐ Discuss Data and Access

- Integration option chosen (Clever, SAML)
- Provide Data import Templates and review of the import process to 1-District User (per district)

## ☐ Review and verify data import completion

**Configure Phase:**

- Review CCLR Framework Configuration

## ☐ Customize and Activate Naviance Student Pages

## ☐ Configure Curriculum

## ☐ Configure Naviance eDocs

## ☐ Activate AcheiveWORKS

## ☐ Configure Work Based Learning Settings

## ☐ Conduct Professional Development according to plan

**Deploy Phase:**

- Review client's student go-live plan

## ☐ Review client's parent go-live plan

**Measure Phase:**

- Assess progress

- Standard Reporting Tools

## Project Schedule

Naviance implementations typically runs for a 12 - 15 week time period over the course of one school year (2 semesters) adjusted by project start date and is generally driven as listed below. Tasks and deliverables, which are outlined in the implementation plan, may be dependent on other tasks being completed, while others can be completed in parallel, thus some modification may be reflected.

After the Kickoff Meeting & Project Planning task is completed, Naviance will provide you with a detailed project timeline based on the individual client requirements. Both parties must agree to the project timeline before work will begin.

**Sample Naviance Project Plan: Key Milestones**

Phase	Task	Expected Completion
ASSESS	Conduct implementation kickoff meeting	Week 1
ASSESS	Create project plan	Week 1
ASSESS	Create professional development plan	Week 1

ASSESS	Establish regular meeting cadence	Week 1
IMPORT	Conduct initial data import meeting	Week 3
IMPORT	Provide guidelines on user roles and rights	Week 3
IMPORT	Discuss SSO options (Clever, SAML)	Week 3
IMPORT	Review and verify data import completion	Week 3
CONFIGURE	Review CCLR Framework configuration	Week 4
CONFIGURE	Customize and activate Naviance Student pages	Week 4
CONFIGURE	Configure Naviance eDocs	Week 5
CONFIGURE	Activate AchieveWORKS	Week 6
CONFIGURE	Activate Career Key	Week 6
CONFIGURE	Work Based Learning Settings	Week 6
CONFIGURE	Configure Naviance Curriculum	Week 6
CONFIGURE	Conduct professional development according to plan	Week 2 - 10
CONFIGURE	Review Naviance Insights fields	Week 11
DEPLOY	Review client's student go-live plan	Week 11
DEPLOY	Review client's parent go-live	Week 11
MEASURE	Assess progress via reporting	Week 12
ANALYZE	Conduct Year 1 implementation review	Week 12

## Work Requirements

**Kickoff and Project Planning Meeting:** There will be a Kickoff and Project Planning Meeting at the beginning of the project with your project team and the Naviance Implementation Manager. Additional individuals from Naviance may be included including the Naviance Account Manager and any other support members determined to be required. The agenda for the monthly meeting will be driven by input from your Project Lead as well as the Naviance Consulting and Account Management team. Meeting content will be planned for 1 to 1 ½ hours and will allow time for questions.

**Bi-Weekly Check-In Meetings:** This meeting will be your Project Lead and the Naviance Implementation Manager. This meeting will be to ensure all is working smoothly and confirm there are no outstanding support issues.

**Implementation Close Meeting:** We will conduct a formal review of the Naviance implementation at the completion of the Implementation. The agenda for the close meeting will be driven by input from your Project Lead as well as the Naviance Consulting and Account Management team. Meeting content will be planned for 1 to 1 ½ hours and will allow time for questions. Below is the suggested agenda:

Session	Topics	Your Attendees	Length
Project End Review	<ul style="list-style-type: none"> <li>Implementation Status Review</li> <li>Progress on Goals and KPIs</li> <li>Success and Challenges</li> </ul>	District Site Manager(s) District Stakeholders Assistant Superintendent (Optional) School Leadership Representatives (Optional)	1 hours
IT Check In	<ul style="list-style-type: none"> <li>Year End Data Analysis</li> <li>End-of-year data updates</li> <li>Discuss student roll-up</li> <li>Data cleanup (as needed)</li> </ul>	District Site Manager(s) Data/IT Leaders	30 minutes

## Project Scope Change Process

Naviance will provide you with periodic updates on the status of the project. If the project scope is off-track, both parties will discuss



the situation and work to keep the total project within the scope as defined in this document. In the event the project continues to be off-track, Naviance will provide you with a revised project plan that outlines the remaining implementation work with a cost estimate for additional Naviance implementation services. You and Naviance will jointly agree on the best course of action for completing the implementation.

When both You and Naviance agree to a change in this Statement of Work, a change request will be prepared **along with a new order form**, which both parties must sign. The change request will describe the change, the rationale for the change, and specify any change in the estimated schedule or associated incremental costs. Depending on the extent and complexity of the requested changes (for example, additional training sessions), Naviance may charge for the effort required. The terms of a mutually agreed upon change request form will prevail over those of this Statement of Work or any previous change request.

A change of scope to the project is:

- An additional deliverable not defined in this document.
- An additional activity or step not defined in this document for a planned deliverable.
- Further changes to an accepted deliverable.
- A contradiction to items or assumptions stated in the document.

You or a member of the Naviance project team may initiate a change in scope. Upon approval by all parties, the change will be incorporated into the project plan.

## Other Requirements

You will need to provide detailed information on your SSO plans, so that the Naviance consultant can assist with the proper setup of the selected security option and automate other non-supported data fields. This information should be provided to Naviance within the first week of the implementation effort.

You will need to provide a complete list of all middle school and high school counselors and their associated email address for coordination of meetings. This information is required to be sent via email at least five business days prior to the first meeting.

**Contact:** Naviance Implementation Consultant

Customer is subject to the terms of service when a need to reschedule training or consulting services, which can be found here: <https://ui-production.papaya.naviance.com/naviance-static-assets/html/policies/tos.html>. Questions concerning the terms of service should be addressed to the Naviance Account Manager.

## Revision History

Version	Date	Reason	Executive Sponsor Sign Off
Version #	Date	Reason for Change\Area of Change	Signature
Version #	Date	Reason for Change\Area of Change	Signature
Version #	Date	Reason for Change\Area of Change	Signature