Company Vendor Contractor	Amount of Contract	New (N) Additional (A) Renewal (R)	Department Budget	Originator Department	Brief Description of the Contract	Date
Music Theatre International	$5821.90 (Original contract approved on 10-19-17 for $5675.95) Additional $145.95	A	NPHS – Student Activity	D. McKay	License for Amateur Production of Fiddler on the Roof – May 2018	11-16-17
Karen Fallows	Not to Exceed $1,000.00	N	Music	D. McKay	Accompanist at Pennbrook Middle School	11-16-17
Interquest	Not to Exceed $2,000.00 ($250.00 per month – November 16, 2017 through June 30, 2018)	N	General	S. Skrocki	Canine Detection Services	11-16-17
Drexelbrook Catering	$1,500.00	N	NPHS – Student Activity	D. McKay	Class of 2019 Senior Prom Deposit	11-16-17
Medley & Mesaric Therapy Associates	$140.00 per hour Speech & Language services for the 2017-2018 School Year not to exceed $7,430.06	N	Special Ed.	F. Garner	Out of District Placement, Speech and Language services for special education students.	11-16-17
EdBeCo,Inc	BCBA @ $50.00 per hour for the 2017-2018 School Year not to exceed $8,000.	N	Special Ed.	T. Clarke	Instruction in the home services for special education student.	11-16-17

Company Vendor Contractor	Amount of Contract	New (N) Additional (A) Renewal (R)	Department Budget	Originator Department	Brief Description of the Contract	Date
Medley & Mesaric Therapy Associates	$130.00 per hour Speech & Language services for the 2017-2018 School Year not to exceed $25,000.00	N	Special Ed.	T. D'Amore	Out of District Placement, Speech and Language services for special education student.	11-16-17
Medley & Mesaric Therapy Associates	$130.00 per hour Speech & Language services for the 2017-2018 School Year not to exceed $3,500.00.	N	Special Ed.	T. D'Amore	Out of District Placement, Speech and Language services for special education student.	11-16-17
Child Guidance Resource Center	$65.00 per hour counseling services for the 2017-2018 School Year not to exceed $5,330.00.	N	Special Ed.	F. Garner	Counseling services for special education student.	11-16-17
Child Guidance Resource Center	$65.00 per hour counseling services for the 2017-2018 School Year not to exceed $2,665.00.	N	Special Ed.	F. Garner	Counseling services for special education student.	11-16-17

Company Vendor Contractor	Amount of Contract	New (N) Additional (A) Renewal (R)	Department Budget	Originator Department	Brief Description of the Contract	Date
LinkIt	$252,225.00	N	Curriculum	D. Holben/ T. Butz/K. Landis	Online Assessment Software replacing Performance Tracker -- December 1, 2017 through November 30, 2020.	11-16-17
Theodore W. Didden	Not to exceed $400.00	N	Music	E. Santoro	Piano Accompanist services at Gwyn-Nor.	11-16-17
Drexelbrook Catering	$1,500.00	N	NPHS – Student Activity	D. McKay	Class of 2020 Senior Prom Deposit	11-16-17
MCIU/Level Data	$1100.00	N	Technology	K. Landis	Active Directory Student Sync for Automatic Account Creation 11-17-17 through 6-30-19	11-16-17

Company Vendor Contractor	Amount of Contract	New (N) Additional (A) Renewal (R)	Department Budget	Originator Department	Brief Description of the Contract	Date
ClassLink	$1595.00	N	Technology	K. Landis	Technical Setup for Automatic Curriculum Uploads Through One Roster	11-16-17
Dr. Joseph Hewitt	$1,000.00	N	Special Ed.	J. Rufo	Psychiatric Evaluation Services for a Special Education Student	11-16-17
MSDSonline	$2298.00	N	Support Services	S. Kennedy	HQ Account – Material Safety Data Sheets	11-16-17
Carnegie Learning	$2,000.00	N	Title II	T. Butz	Carnegie Mathematics Administrator Training for all Elementary Principals/Additional Central Office Administrators. Cost of contract to include full day presentation on research-based teacher instructional practice to support the administrator role in teacher supervision and evaluation of elementary mathematics instruction. Cost includes books, materials and travel costs.	11-16-17

LinkIt! Software License Agreement

This Software License Agreement (this "Agreement") is made and entered into as of the 1st day of <u>December, 2017</u> (the "Effective Date") by and between Advanced Assessment Systems, Inc. (d/b/a LinkIt), having an address of 80 5th Ave, Suite 1101, New York, NY 10011 ("Licensor"), and <u>North Penn School District</u>, located at <u>401 E. Hancock Street, Lansdale, PA 19446, USA</u> ("Licensee").

WHEREAS, Licensor is the publisher of the *Linkit!*™ Assessment Management and Analytics Platform, which enables the following core functions:

1. Development and management of K-12 assessments in all subject areas;
2. Assignment and delivery of assessments to students either online or via plain paper bubble sheets;
3. Generation of detailed diagnostic reports at all levels, including individual student, classroom, school, and district-wide information;
4. Linking of individual assessment items to standards, skills, difficulty and other analysis categories used for progress monitoring and performance evaluation;
5. Delivery of assessment content from a variety of sources, including content from Licensor, 3rd party publishers and user-generated content;
6. Direct connections from assessment data to instructional resource library;
7. Authoring and delivery of a variety of assessment item types, including technology-enhanced item types (TEIs);
8. Customization of the test-taking environment with preferences such as highlighting and drawing tools, various tool and symbol palettes and onscreen manipulatives;
9. Automatic scoring of most assessment item formats;
10. Comprehensive report generation and customization for the purpose of data disaggregation.

WHEREAS, Licensee issued a Request for Proposals ("RFP) for assessment-related technology services, Licensor provided a Response to the RFP and, now, Licensee desires to license the Software from Licensor for use in the Licensee's school(s); and

WHEREAS, Licensor is willing to grant such license and to perform duties with respect to the Software, and Licensee is willing to accept such license, subject to the terms and conditions of this Agreement.

1. *LINKIT!*™ PRODUCT DESCRIPTION

A.   Linkit!™ is a secure, web-based data capture and analytics platform that may be accessed by authorized users with the Licensee's organization, subject to the terms of this Agreement. Student performance data is stored on a secure remote server (a Microsoft Sequel Server Database). Students, teachers and administrators can access the LinkIt! platform from any computer with an Internet connection, subject to the minimum technology requirements.

2.   GRANT OF LICENSE/TERM

A.   Licensor hereby grants Licensee a renewable three (3) year non-exclusive license to utilize the Software, including all future upgrades, subject to earlier termination or extension pursuant to the terms hereof. The term of this Agreement (the "Term") shall automatically renew for additional two (1) year periods unless either party notifies the other of its intention to terminate the Agreement at least thirty (30) days prior to the end of the then current Term. Not withstanding the foregoing, Licensee may be required to sign written extensions of this contract on an annual basis, in the sole discretion of the Licensor.

B.   Ownership of the Software shall remain vested in Licensor. Nothing in this Agreement shall be construed as transferring ownership of any intellectual property rights of Licensor in the Software to Licensee. Licensee will not copy, reverse engineer or decompile the Software, other as specifically permitted under this Agreement. Licensee will not create any copyrightable derivative works of the Software and waives all rights it may acquire in any such works.

C.   This Agreement may be terminated prior to the end of the Term as

follows:

(1)   At any time by mutual written agreement of the parties;

(2)   By either party if the other party commits any material breach of its obligations hereunder and fails within fifteen (15) days of written notice to cure the same. Any such termination shall be without prejudice to any other rights that may have accrued to it hereunder;

(3)   By either party immediately by written notice if the other party files a petition in bankruptcy, goes into liquidation, admits that it is insolvent, makes an assignment for the benefit of creditors, or has a petition in bankruptcy or receivership filed against it and such petition is not dismissed within thirty (30) days following filing; or

(4)   By Licensee for reasons of convenience so long as Licensee first provides written notice to Licensor at least thirty (30) days prior to the termination.

D.   In addition to this Section 2, the obligations set forth in Sections 5, 6, 7, 9 and 10 shall survive termination of this Agreement and shall bind the parties and the legal representatives, successors, heirs and assigns.

3. SUPPORT SERVICES

Licensor agrees to provide the software maintenance and support services set forth on Appendix A attached hereto and to meet the requirements and expectations listed in Licensee's RFP, Appendix B, and Licensor's Response to the RFP.

4. PAYMENT/COST PROPOSAL

Please refer to per annual licensing fees as well as training/start up data integration costs in Appendix C. Licensee will pay Licensor within 60 days upon execution of this agreement.

5. CONFIDENTIALITY & ETHICS

A. Licensee hereby acknowledges and agrees all or a portion of the Software materials are subject to copyright protection of the Licensor. The Licensee agrees that it will not share in any way any Software materials, including but, not limited to, test items, proposals and training materials, provided under this agreement with any party that is not party to this agreement unless required by law (e.g. Pennsylvania Right-to-Know Law).

B. Each party acknowledges that during the Term the other party may disclose confidential and proprietary business or technical information concerning the subject matter hereof to the other party. The receiving party agrees to hold such information in confidence and employ reasonable precautions (at least as protective as the precautions it uses to protect its own information) to protect the disclosing party's confidential information from unauthorized duplication, use or disclosure except to the extent prohibited by law. "Confidential information" subject to these provisions shall not include information that the receiving party can establish (i) was known to the receiving party prior to disclosure hereunder without an obligation of confidentiality; (ii) was obtained by the receiving party from a third party having the right to disclose it; (iii) was or became generally available to the public without violation of this Agreement; (d) was disclosed with the written authorization of the disclosing party; or (e) was developed by the receiving party independent of any reference to the information and independent of the participation of any person who had access to the information.

C. LinkIt! agrees that no agent, employee or representative of LinkIt! and has participated in any action or exchange that could result in an ethics violation under the Pennsylvania Public Official and Employee Ethics Act, 65 Pa.C.S. § 1101 et seq., with any employee, agent or representative of the contracting LEA in the making of this contract.

D. LinkIt! agrees that all software shall comply with applicable accessibility standards required by law to ensure end users have equal access to all programs and services that contracting LEA utilizes

6. REPRESENTATIONS AND WARRANTIES

A. The Licensor represents and warrants to the Licensee that:

    (1)   It controls the rights to all texts, art and photographs contained in the *Linkit!*™ Software Program; and

    (2)   It has the authority to license such rights to the Licensee on a non-exclusive basis.

B. Each party hereby represents and warrants to the other that:

    (1)   It has all requisite corporate power and authority (or if a party is not a corporation, such party represents and warrants that it has sufficient power and authority under its organizational documents or agreements) to enter into this Agreement and to carry out the transactions contemplated hereby;

    (2)   The execution, delivery, and performance of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all requisite corporate (or, as applicable, other entity) action on the part of such party;

    (3)   This Agreement has been duly executed and delivered by such party and (assuming the due authorization, execution, and delivery hereof by the other party) is a valid and binding obligation of such party and enforceable against it in accordance with its provisions; and

    (4)   Its entry into this Agreement does not violate or constitute a breach of any agreement to which it is a party or otherwise bound.

7. DATA SECURITY

A. The Licensor represents and warrants to the Licensee that it will never sell, share, distribute or otherwise grant access to any confidential and personally identifiable student information to any 3rd party information without the explicit written consent of the Licensee.

B. Licensor's security policy prohibits unsecure transfer of student data. Licensee agrees to convey student data to Licensor only via authorized templates and secure, authenticated, transfer methods, including, but not limited to the LinkIt! API (documentation available at api.linkit.com) and secure FTP (SFTP) transfer.

C. The parties acknowledge that (a) Customer Data may include personally identifiable information from education records that are subject to FERPA ("FERPA Records"); and (b) to the extent that Customer Data includes FERPA Records, LinkIt! will be considered a "School Official" (as that term is used in FERPA and its implementing regulations) and will comply with FERPA.

D. LinkIt! Agrees that the LEA shall be the owner of all student data regardless of who or where data is maintained or stored. The contracting LEA shall have access to all student data and LinkIt! shall provide for timely access at all times including during any period of dispute. Failure to comply with this provision shall constitute a material breach of contract

and notwithstanding limitations on liability as described in numbered paragraph 10, shall entitle Licensee to damages arising from any inability to access and receive student data from LinkIt!.

8.   COPYRIGHTED MATERIALS

A. Licensee explicitly acknowledges that it will secure permission from any applicable 3rd parties prior to uploading copyrighted materials to Licensor's Software platform.

B. Licensee acknowledges that it may elect to participate in optional Licensor service offerings such as LinkIt! *Prime,* either as part of this Agreement or extensions thereof, in which Licensor staff members will upload materials provided by Licensee directly to the Licensor's platform for use by authorized users in Licensee's organization. Licensee agrees to secure written permission from copyright holders *prior* to conveying such materials to Licensor for uploading.

C. Whether uploaded directly by Licensee or by Licensor as part of a service offering, in no case will Licensor offer copyrighted materials to any 3rd party that is not a party to this Agreement without the explicit written consent of Licensee, nor will Licensor seek to monetize these materials by charging Licensee's users (or any other users) for access to the uploaded content.

D. In the event that Licensee receives notification that copyrighted material has been posted to Licensor's platform without proper permission, Licensee agrees to a) provide Licensor with written evidence of permission, or B) promptly remove all such materials and hold Licensor harmless against any 3rd party claims resulting from the unauthorized posting of content. Licensee further agrees not to seek remuneration or reimbursement of any service fees in the event that such content is removed from the platform.

9.   LICENSEE CREATED CONTENT

A.   As between Licensor and Licensee, all content uploaded or otherwise placed on or entered into the LINKIT platform by or on behalf of Licensee ("Licensee Content") belongs solely to Licensee (or those parties who licensed Licensee to use it).

B.   Licensor agrees that it shall not make any use of Licensee Content except for the limited purpose of assisting Licensee with Licensee's use of LINKIT, nor shall it provide access to Licensee Content to anyone who is not either (a) an employee of Licensee or (b) an employee of Licensor who is assisting Licensee with the use of the LINKIT platform.

C.   Upon the expiration or termination of this Agreement, Licensor will remove all of Licensee Content from the LINKIT platform.

10.   DISCLAIMER OF WARRANTIES

Except as specifically provided herein, each party disclaims all warranties, whether express, implied or statutory, including all implied warranties of merchantability and fitness for a particular purpose. In addition, Licensor does not warrant that the Software shall operate in combinations other than as specifically specified in writing by Licensor or that the operation of the Software shall be uninterrupted or error-free.

11.   LIMITATION OF LIABILITY

In no event shall either party or its suppliers be liable for any special, indirect or consequential loss or damage arising out of or in any way relating to this Agreement, including, but not limited to, economic loss, loss of profits, loss of opportunity, even if such party has been advised of the possibility of such damages. The limitation of liability provided in this Section 7 shall apply even if the warranties provided in Section 5 fail of their essential purpose. Notwithstanding the foregoing, nothing in this Agreement shall operate to exclude or restrict either party's liability for: (i) death or personal injury resulting solely from the negligence of the defaulting party; (ii) breach of any applicable legislation; (iii) the fraud or willful default of the defaulting party; or (iv) the indemnification and third party consent obligations.

12.   ASSIGNMENT

This Agreement may be assigned to a third party by the Licensor under the same terms and conditions contained herein. Licensee may not assign this Agreement to any third party without the prior written consent of Licensor. This Agreement shall be binding up and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

13.   NOTICES

All notices, consents and other communications required or permitted under this Agreement shall be in writing and sent by electronic mail, registered or certified mail, postage pre-paid, transmitted by facsimile transmission confirmed by mail as set forth above or sent by overnight courier (if delivery is confirmed by the courier) to the addresses indicated on the first page of this Agreement, or such other address as either party may indicate by at least ten (10) days prior notice to the other party.

14.   ENTIRE AGREEMENT AND AMENDMENT

This Agreement, which includes the Support Services document identified as "Appendix A," the RFP identified as "Appendix B" and the Response identified as "Appendix C," sets forth the entire agreement and understanding between the parties relating to the subject matter hereof. This Agreement shall be binding on the parties and their respective successors and assigns. No modification of any of the terms of this Agreement will be valid unless in writing and signed by both parties.

15.   WAIVER AND SEVERABILITY

The failure of a party to require performance by the other party of any provision hereof shall not affect the right to require performance at any time thereafter, nor shall the waiver by either

party of a breach of any provision hereof be taken or held to be a waiver of the provision itself. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force and the invalid or unenforceable provision shall be changed and interpreted to best accomplish the provision within the limits of the law.

16.   GOVERNING LAW AND JURISDICTION

This Agreement shall be deemed to have been entered into in the Commonwealth of Pennsylvania and subject to the laws applicable to agreements executed and/or to performed therein. Each party hereby agrees to submit to the exclusive *in personam* jurisdiction of the Court of Common Pleas of Montgomery County, Pennsylvania for the resolution of all disputes between them.

17.   COUNTERPARTS

This Agreement may be executed simultaneously in two or more counterparts, each of which shall be considered an original, but all of which together shall constitute one and the same instrument.

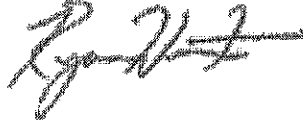18.   RELATIONSHIP OF THE PARTIES

This Agreement does not constitute a partnership, joint venture or any other agency relationship or employment relationship between the Licensor and the Licensee.

*****

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Software License Agreement to be duly executed on the date and year first above written.

LICENSOR:

LinkIt

By:_____
     Name: Ryan Winter
     Title: President

LICENSEE:

_____

By:_____
     Name:
     Title:

APPENDIX A

Support Services

Licensor will: (i) provide maintenance and support for the Software ("Maintenance Services"), (ii) provide data and data support relating to the Software ("Data Services") and (iii) provide operations to effect the Maintenance Services and the Data Services, as follows:

1. MAINTENANCE SERVICES

1.1 SCOPE OF SERVICES

(a) The following are the Maintenance Services that will be provided by Licensor in connection with the Software:

Licensor shall:

(i) develop and provide corrections, changes, or workarounds ("Corrections") for any defects, errors, or malfunctions in the Software, (collectively, "Defects"), discovered by Licensee or Licensor, on a timely basis, given the nature and scope of the Defect;

(ii) provide to Licensee all improvements, modifications enhancements ("Improvements", which term will not include improvements, modifications or enhancements (A) that contain significant new or improved functionalities available only through an upgrade to a paid version of LinkIt! Software or (B) that are developed by Licensor specifically for its other customers that are specific to the systems, content or software of such other customers and which Licensor does not have the right to license to its licensees) to the Software that Licensor shall make or acquire from time to time and which Licensor makes available to its licensees generally; and

(iii) provide Licensee any upgrade releases ("Upgrade Releases") to the Software and all new Versions and Releases of the Software that Licensor makes available to its licensees generally; provided, however, that if any such Version or Release contains significant new or improved functionalities, Licensor shall have the right to make such Version or Release available to Licensee only upon the payment of additional license fees, or upon such other terms as the Licensor requires of its licensees generally therefore. "Versions" shall be designated by a change in the digits to the left of the decimal point, and "Releases" shall be designated by a change in the digits to the right of the decimal point.

      (b)   All computer programs delivered pursuant to the Maintenance Services shall be considered "Software" and subject to all the terms and conditions of the License Agreement.

      (c)   Licensor shall provide Maintenance Services directly to approved representatives of Licensee ("Power Users") but not to individual End Users such as teachers. Power Users will be the primary point of contact from the Licensee and will receive at minimum two (2) hours of additional training on various aspects of the Software.

      (d)   Licensor shall at all times provide Maintenance Services for at least the current Release of the Software; provided that such Release is available via auto-update upon launching the Software. In the event that such release is not available via auto-update upon launching the Software, Licensor shall be obligated to maintain a previous Release for a minimum sixty (60) days after the current Release was made available to Licensee.

1.2   BASIC MAINTENANCE

The Licensor shall maintain a technical support entry point via toll-free telephone and email address, which will be staffed by knowledgeable employees capable of providing technical assistance regarding the Software, its functionality, databases, operations, utilities and supporting documentation. Such telephone or e-mail assistance will be available to the Licensee on a daily basis during regular working hours (8:00 a.m. to 6:00 p.m. Eastern time Monday through Friday). This technical support entry point will also coordinate problem resolution and keep the Licensee informed of efforts to remedy any problem situation until complete restoration of the service. Notwithstanding the forgoing, the first line of support will be the Licensee's Power Users who will contact and escalate the problem to Licensor when necessary.

1.3   CHANGE MANAGEMENT

The LinkIt! Software platform is updated on a regular basis in an effort to add new features, improve existing features and general system performance. Licensor reserves the right to post updates in its sole discretion, but shall provide Licensee with notice of any material changes to the services provided hereunder or any changes that could materially affect Licensee's use of the Software as contemplated in this Agreement. Descriptions of such changes will be provided via the LinkIt! Insight quarterly newsletter and sent to designated account administrators via email and/or posted to the login page of the LinkIt! portal.

2. DATA SERVICES

2.1   SCOPE OF SERVICES

      (a)   Licensor maintains its data center in the Amazon.com EC2 (Elastic Compute Cloud) hosting facility (the "Hosting Facility", which shall include any other location to which Licensor may move its data center in the future), from which Licensor manages data on student assessment and provides such data to Licensee for use with the Software.

(b) Licensee maintains its data center(s) (the "Licensee Facility") including media labs/computers/scanners/LAN/servers/SIS/LMS, and all other hardware and software on its own premises.

(c) The operation of the Hosting Facility (including all software running in such facilities) are the sole responsibility of Licensor and the operation of the Licensee Facility is the sole responsibility of Licensee.

(d)   As part of the data management services provided hereunder, Licensor will:

(i)   Receive and manage student information uploads to the Software, including class rosters and assessment data, provided that these downloads are submitted in electronic format via FTP transfer or other secure method, in accordance with formatting templates provided by the Licensor, and consistent with guidelines established by FERPA and COPPA. Student information uploads received in formats other than those provided in Licensor's formatting templates or via unsecured methods may not be accepted.

(ii) Process such data such that it is in a form suitable for use with the Software within seven (7) working days of receipt of said data a maximum of twice a year.

(iii) Conduct training for authorized Power Users designated by the Licensee to upload class roster data, make changes to student data, and perform other routine data management functions directly.

3. OPERATIONS SERVICES

3.1   HOSTING FACILITY

Licensor will operate and maintain the Hosting facility via Web-based controlled panels provided by Amazon. Such operation and maintenance will include, without limitation, the acquisition, installation, maintenance, upgrading, monitoring and all aspects of the operation of all servers, databases and software instances and all services related thereto. Any problem with the Hosting Facility itself may fall out of the control of Licensor. In such cases, Licensor will work directly with representatives from the Hosting Facility to ensure a prompt resolution of the problem in accordance with the terms of a separate service agreement between Licensor and Hosting Facility.

3.2   COMMUNICATIONS

(a)   The Licensor will receive data at the Hosting Facility and transmit data from said facility via the Internet. Licensor shall at all times maintain agreements for high-speed connections for the receipt and transmission of such data (except that Licensee acknowledges that Licensor does not

have direct control of Licensees Internet access, connection speed, network configuration or other local factors which may affect use of the Software).

(b)   Licensee expressly acknowledges that the flow of data to or from the Hosting Facility will depend in large part on the performance of hardware, software and services provided or controlled by third party communications providers, including providers previously contracted by the Licensee. Licensor disclaims any and all liability resulting from or related to Licensee's inability to communicate with the Hosting Facility (via the Software), to the extent such inability is the result of the failure of hardware, software or services provided by such third party communications provider.

APPENDIX B

Assessment Software RFP
RESPONSE TO RFP:
District Assessment and Data Management Software & Services

LinkIt!

Assessment Software RFP
RESPONSE TO RFP:
District Assessment and
Data Management Software & Services

Issuing agency:
North Penn School District
401 E. Hancock Street
Lansdale, PA 19446
T: 215-853-1070

Ryan Winter
President
T: 646.736.2671
E: ryan@linkit.com

LinkIt!
80 Fifth Avenue, Suite 1101
New York, NY 10011
Federal Tax ID: 272962655

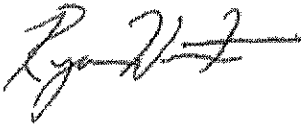ORIGINAL

I. EXECUTIVE SUMMARY

Dear Dr. Landis,

We respectfully submit the following proposal to provide a District Assessment and Data Management System for North Penn School District.

LinkIt! is a leader in the field of K-12 data warehousing, analytics and assessment solutions. Specific to this RFP, we offer:

- **Comprehensive yet simple reports:** Reports are available for all stakeholders that are intuitive, insightful and easy to use. For district level administrators (central office, content supervisors, coaches), we offer the ability to disaggregate the data at the district, school, teacher, class, and demographic levels including but not limited to program, race, gender. Detailed test and question level data is available including p-value, standards proficiency, item analysis, common errors, custom reports (i.e. standard by teacher) as well as statistical information such as test reliability, item validity, distractor trace analysis and test predictability. For teachers, we offer several reports including standards proficiency at class and student levels, item analysis, grouping as well as measuring growth over time. For students/parents, we offer the ability to see summary level data such as overall score and achievement (as well as class, school and district level comparisons), detailed information at item level (right/wrong, points earned, correct answer, etc.), standards/skills proficiency to identify strengths and weaknesses as well as teacher feedback at test and item level. Student history reports are also available to see longitudinal data across subjects and tests.
- **Test Creation and Item Bank Management:** We do offer schools the ability to author their own assessments, provide both free and paid item bank content as well as have a service that will digitize all locally developed or licensed assessments to migrate onto our platform.
- **Data Warehousing:** The ability to upload, drill-down into and use multiple measures for a variety of data sets: PSSA, Keystone, local assessments, MAP®, STAR®, i-Ready®, Study Island®, DRA®, DIBELS, F&P, Achieve 3000, SRI/SMI, Writing Scores, Running Records, AP, PSAT/SAT, ACT, etc.
- **Custom Data Analytics (LinkIt! Navigator):** LinkIt! data analysts provide custom printed reports and staff consultation to help interpret the data, identify trends and the create action plans to collectively maximize the benefits of the data. These reports go well beyond the reports available on our software. These include:
  - Correlating local assessments to predict where students are likely to score on the PSSA & Keystone exams, monitor at-risk students over time, analyze teacher performance, etc.
  - Correlate assessment scores with attendance, behavior, and grades
  - Analyze college readiness and enrollment trends (AP, SAT, ACT)
  - Automate data-centric labor intensive processes such as rostering, determining program eligibility, and monitoring high school graduation requirements

- **Support:** We provide onsite, web-based as well as print/video tutorials for product training. We also provide both email and telephone support for all staff. Our references would likely state that our quality of service and commitment to our clients is as good and as important as our product.
- **Pricing:** The cost for all products and services is less than *$8.50/student/year*.

Respectfully submitted,

Ryan Winter
President, *LinkIt!*
80 Fifth Avenue, Suite 1101
New York, NY 10011
212.242.5065 x 2671
ryan@linkit.com

I. TABLE OF CONTENTS

II. SCOPE OF WORK

PROPOSAL SUMMARY FORM

Name of Company	Advanced Assessment Systems, Inc. (DBA LinkIt!)
Software Brand Name Proposed	LinkIt!
Name of Primary Contact for Follow-Up Questions	Ryan Winter
Contact Phone Number	646-736-2671
Fax Number	305-230-2671
E-mail Address	ryan@linkit.com

QUESTION	RESPONSE
Please state the year the Vendor started in the business of selling school solutions?	2010
How many new school contracts do you average annually?	50 in 2017, 35 in 2016, 25 in 2015
Please list and briefly describe any strategic partnerships you have.	Benchmark Education, Certica Solutions, A-List, Kirkland Group.
Please list your total revenues in the previous four years:	
• 2017	$5-6M
• 2016	$3.5M
• 2015	$2.2M
• 2014	$2.0M
• 2013	$1.5M
How many total employees does the vendor have in each of the following categories for the solution proposed:	
• Sales & Marketing	4
• Research & Development	5
• Help Desk & Support Staff	10
• Application Development Staff	5
• Implementation Staff	4
• Other	2
• Total	30
Specify the number of public sector vs. private sector clients.	95% public, 5% private
Indicate whether the business is publicly held or private.	Private, family-owned.
Indicate if the company incurred an annual operating loss in the last 5 years.	LinkIt! became profitable in 2016.
What is the current staff turnover rate for your company?	Less than 5%
What is the vendor's customer retention rate?	100% in PA and 93% overall.
What is the vendor's percentage of annual revenues reinvested into research & development?	25-35%.

DIGITAL ASSESSMENT DELIVERY AND DATA MANAGEMENT CRITERIA

(Section 3)

Criterion	Yes/No/ Custom Quote	Narrative
A. Assessment Construction Features		
A.1 User-friendly interface for the creation and/or modification of district and classroom assessments	Yes	LinkIt! offers a straightforward item authoring and editing interface for either district or class-room-level assessments. The interface is designed in a manner similar to word processing programs that use a simple tool bar and WYSIWYG interface.
A.2 Solution supports the creation of summative, formative, and diagnostic assessments	Yes	The solution may be used to support the develop-ment or editing of any type of assessment or item bank project. The web-based tools that we offer are very flexible and may be adapted to almost any assessment use case.
A.3 Solution supports collaborative development of and access to assessments by multiple users	Yes	Collaborative assessment development is sup-ported via our Author Group functionality. This enables an ad hoc group of users to be invited as co-authors of an assessment, series of assess-ments or an item bank. Members of the group may be added or changed at any time, but once an as-sessment is published to the district, even non-au-thor group members may utilize the assessment for their classroom. That is, we make a logical dis-tinction between the ability to share in the crea-tion of an assessment vs. the ability to utilize a completed assessment.
A.4 Solution includes a standards-aligned as-sessment item bank across multiple content areas as a core feature	Yes	Such an item bank is available on our platform via both commercial item bank providers, such as Certica Solutions as well as content created di-rectly by LinkIt! or other LinkIt! Partners.
A.5 Solution allows items and/or assessments to be locked for editing by system administrators	Yes	This is supported. Admins have the capability to lock an assessment bank such that no changes may be made as well as other controls, such as whether the assessment must include certain mandatory tools (e.g. a calculator)
A.6 User-friendly interface to create assessment items and align them to standards and/or Webb's Depth of Knowledge	Yes	Our platform supports the ability to create and align assessment items to any standard or learn-ing objective, including cognitive evaluation frameworks like Webb's or Blooms'

A.7 Solution includes templates for district creation of a variety of assessment items types, including but not limited to multiple choice, open-ended response, and other selected response options.	Yes	Approximately 20 such templates are available, including several varieties of drag and drop and hot spot style items. Drawing items are also supported.
A.8 Solution supports the inclusion of graphics and visual or auditory media in assessment items	Yes	Graphics, animations, videos and audio files in MP3 format are supported.
A.9 Solution supports students providing an extended response to an assessment item	Yes	This is a fully supported feature. Student responses are also auto-saved every few seconds to mitigate the potential for data loss in the event of a connectivity failure or other aberration.
A.10 Solution supports state, national, or local standards alignments for assessment items	Yes	State and national standards come pre-loaded for all core subjects, as well as many non-core subjects. To the extent that additional standards are necessary, they may be added via an upload process.
B. **Assessment Administration Features**		
B.1 Solution supports multiple options for presentation and response assessment accommodations, including but not limited to read aloud, text size, use of highlighter, reverse contrast, and reading pane features	Yes	All of the listed accommodations are features of the test taker application and may be configured for individual students and/or specific assessments.
B.2 Solution supports mathematics tools for use during assessments, including but not limited to calculators (general, scientific, and graphing), rulers, protractors, and equation editors	Yes	Standard and scientific calculators are supported as are protractors and user-friendly equation editors.
B.3 User-friendly interface for teacher assignment and student access to accommodations tools	Yes	Such tools are configured by teachers using a simple on/off menu where applicable. Students access tools using an icon-driven tool selection menu.
B.4 User-friendly interface for teacher monitoring of student progress through an assessment	Yes	An online test monitoring module is available that enables teachers or exam proctors to view student progress in real time, including which item a student is currently working on and how much time has been spent on each question. Moreover, teachers have the capability of force-submitting a student's test result or reopening an inactive test session should the need arise.
B.5 User-friendly interface for students completing the assessment	Yes	The LinkIt! interface has been proven to be user-friendly and intuitive across over 1,000,000 test taking sessions
B.6 Solution supports test security features that limit student access to other device applications during an assessment	Yes	This is supported via our Google Chromebook app (operates in Kiosk mode) and partially supported with a "fullscreen browser" mode option for other OS platforms, thought the latter does not truly eliminate access to the desktop

B.7 Solution supports the use of alternate keyboards for World Language assessments, including but not limited to Spanish, French, German, Latin, and Japanese	Yes	Such keyboards are fully supported.
C. Assessment Scoring and Data Management		
C.1 Solution supports transfer of student and staff data from the district student information system to the solution through an interface that provides continuous updating of the information	Yes	This is typically supported via SFTP and web services that are set up on a nightly basis, though real time integration via the LinkIt API is also possible if that is a preferred method.
C.2 Solution supports the transfer of assessment results from the solution to the district student information system and learning management platforms (e.g., Google Classroom, EdModo, Schoology, etc.)	Custom Quote	Typically, some level of integration is required for this, but it depends on the specific SIS or LMS. LinkIt! offers an API to streamline such integrations, but is also capable of utilizing 3rd party SIS or LMS APIs for this purpose. A custom quote would be provided based on a detailed understanding of the specific requirements.
C.3 Solution supports real time turnaround in scoring of digitally delivered assessments	Yes	Turnaround for assessment scoring is essentially immediate for tests that do not require manual grading of constructed response items such as extended text or drawing response items.
C.4 Solution minimizes the need for manual scanning, scoring, and data entry processes	Yes	These processes are available (e.g. for bubble sheet based assessment administration or direct entry of 3rd party data, but are not needed in the context of online assessment administration.
C.5 Solution supports the ability to scan open-ended responses completed on paper	Yes	Currently this is supported in certain contexts, such as SAT mock testing for which the student's open-ended response is written on a scannable sheet. The same logic could be applied to non-SAT assessments if there is a use case to support this.
C.6 Solution supports the ability to view student extended responses and provide feedback to the student	Yes	Teachers may view student responses for these items and enter feedback that may be printed for the student. This feedback may be entered at the test level or the individual item response level.
C.7 Solution supports the printing or digital archiving of exemplar student extended responses as anchor papers (e.g., saving response as a .pdf)	Yes	This is fully supported and such documents are available to teachers or administrators on demand at the point of need (e.g. when they are grading a test with open-ended responses online)
D. Data Analytics and Reporting		
D.1 User-friendly interface to select and run analytics reports	Yes	Fully supported.
D.2 Solution supports ad hoc querying of the data sets in the system	Yes	Fully supported.
D.3 Solution includes reporting on the district, school, grade, classroom, and individual student levels	Yes	Fully supported.

D.4 Solution supports item analysis for assessments, including comparisons of students, classes, and district results	Yes	Fully supported.
D.5 Solution supports the ad hoc grouping of students and tagging of those groups based upon selected assessment criteria	Yes	Our grouping module allows users to group students based on a single or multiple assessments and then based on any diagnostic criteria to which the assessments have been aligned to (standards, skills, etc.). We also provide rostering custom analytics based on multiple measures and weightings.
D.6 Solution supports reporting by standard across multiple assessments for students, classes, grades, schools, and the district	Yes	Fully supported.
D.7 Solution supports the sharing of created reports among multiple staff members	Yes	Reports can be printed and emailed to others. Saving reports directly on the platform and sharing will be introduced in the 2017-2018 school year.
D.8 Solution supports the assignment of multiple teachers to classes	Yes	Fully supported.
D.9 User-friendly report formats that provide visual representations of the data	Yes	Fully supported.
D.10 User-friendly report formats that provide trends over time for both proficiency and growth	Yes	Fully supported.
D.11 Solution supports the inclusion of state and national assessment data in the system (e.g., PSSA, Keystone Exams, ACCESS, CDT, etc.)	Yes	Fully supported.
E. Parent Communication Tools		
E.1 Solution supports a parent portal or provides the ability to access results through the student information system parent portal	Yes	A student/parent portal is available that provides access to selected reports and test results in a manner that is fully configurable at the district level. Access to this feature may be enabled upon request and requires no training to use.
E.2 Solution provides parent reports that limit the use of educational jargon	Yes	LinkIt! offers specialized parent reports with the ability to use alternative language, such as "skills" instead of the more intimidating jargon of the standards.
E.3 Solution supports building parent accounts from already existing student information system parent account information	Yes	Parent information, such as email addresses and/or usernames from an existing SIS may be utilized to build parent accounts on LinkIt!

TECHNOLOGY

(Section 4)

QUESTION	RESPONSE
Is the product sold on an <u>unlimited</u> user site license basis? If no, please explain.	The software is licensed on a per student seat license basis (Annual). However, each student or teacher may access the account in an unlimited manner. That is, there is no limit to the amount of data that may be collected or the number of assessments that may be administered.
Is your system SOA (Service Oriented Architecture) based? Describe how your solution utilizes web services?	The system is a large suite of connected modules, some of which share the characteristics of SOA-based solutions. However, LinkIt! develops and maintains the full application stack. For example, we have a roster processing service that monitors a secure FTP location for new files and processes those files. End users know nothing about this "black box" service process, which essentially functions independently from other system components.
What is the system architecture? (web-based, client/server,	The system architecture is entirely web-based.
Please describe your application workflow capabilities.	The platform has many modules for different process and we would like to demonstrate all workflows at your convenience.
Is the system fully integrated across all modules proposed so data is only entered once and can be searched on throughout the system? If so, please explain how this is accomplished.	The system uses a primary central database such that committed data is available to all modules and components requiring access.
Do the proposed applications rely on intermediary services such as Citrix or Terminal Services? If so, to	No such intermediary services are required.
Is the system integrated with the G Suite or MS Office Products? If so, to what extent?	No. We have not had requests for such integration, but we do have an app version of our web-based test taker available in the Google Apps for Education marketplace.
What hardware platform(s) does the vendor proposed application software currently operate on?	Our platform is fully web-based and is accessible from any modern Internet browser.
Is the program designed for a Microsoft Server operating system?	The platform is web-based an OS agnostic
Is the program designed on a Microsoft SQL database?	Yes. The primary LinkIt! database is MS SQL
What client environments are supported (Windows thin client, Active-X, Macintosh, Web Browser etc...)?	Any device with Internet access is capable of accessing the platform via the web. There is no client software to install.
Is the proposed application developed with a formal usability testing environment? Please provide details as to how usability is taken into consideration and the credentials of the vendor's staff in terms of usa-	Yes. The application is fully regression tested prior to period updates. Such updates are tested by a certified QA team with 3 years of experience in our staging environment prior to production release.
Is the application available in a hosted or ASP model?	The application is vendor hosted via AWS datacenters.
Describe the disaster recovery service capabilities of the product?	Robust DR capabilities are in place and the procedures are tested at minimum every 18 months. Full daily backups are produced and the full system restore is possible from such backups.

GENERAL FEATURES

(Section 5)

The vendor is required to provide a general description of the general features of the system.

QUESTION	RESP
Is the proposed system distributed?	The LinkIt! Platform operates using a software as a service model and is hosted in multiple geographically distributed AWS data centers. The system offers advanced scaling and load balancing capabilities and automatically responds to periods of high demand by spinning up additional server instances.
Is the proposed system decentralized?	The platform is managed from multiple geographically distinct AWS data centers and in that sense, is decentralized. However, all data is written to a single database with fully daily backups and incremental backups every 5 minutes.
Is the proposed system scalable? Please provide the smallest and largest install base.	The system has been demonstrated to be scalable for both small and very large client implementations. The largest customer implementation is for Benchmark Education Company, a large publisher of literacy programs. Benchmark currently has 1.2M students on the platform. Our largest school system is Victoria, Australia, with 880,000 students across 1600 individual schools, though typical school district implementations are from 3,000-15,000 students, we do have individual school and special program clients with as few as 30-40 students.

What is the vendor's proposed custom report writer and does the vendor provide a library of customizable reports? What report services does the vendor offer? Application?	LinkIt! Offers a robust and fully featured dashboard-style reporting platform that is accessible to any Internet connected device. Reports are detailed and interactive and organized in approximately 8-10 different reporting modules, including a "custom reports" module in which user-specified criteria are used to generate ad hoc reports. Such reports may include comparisons of test results by school, demographic group, teacher and many other options and such reports support data displays for both local "benchmark" assessments as well as summative assessments like PSSA and Keystone. Beyond these dashboard reports, LinkIt! Offers a customized reporting and analytics service call LinkIt! Navigator. This subscription-based service offers a library of report templates that are processed on demand by the LinkIt! Data team. Reports are available for benchmark progress monitoring, PSSA longitudinal 3-year reports, attendance, AP enrollment, ACT/SAT, College matriculation and graduation rates and much more. This unique service has been compared to having a sophisticated data analyst and coach at a fraction of the cost.
Does the system provide role based security?	Yes. Data access in defined by user role in the organization. Typically, this means that teachers have access only to data from their class (es), principals to their schools' data and district admins to data from their district. For the above cases, it is typical for users to be able to access aggregated data for comparative purposes, e.g. a teacher may see school-wide averages for a certain test and compare those results to the class as so on.
Does the system provide menu based security?	Yes, menus may be customized to restrict access to both data and functional areas of the platform. Nearly all platform functionality may be turned on or off by user role, client organization or other factors such that functionality that is not necessary or out of scope for a client organization may be hidden from view.
Does the system allow for data security?	Yes. The system offers fully encrypted data, both at rest and during data transfer.

IMPLEMENTATION SERVICES

(Section 6)

QUESTION	RESPONSE
Please describe the vendor's implementation methodology.	Develop a custom implementation plan based on the use case of each grade level, subject and/or school. Once we identify the outcome that is needed, we backwards plan a schedule defining timelines, roles and responsibilities. We have regular updates discussing the progress of the implementation and adjust as needed.
Does the vendor utilize 3rd party resources or contractors in their implementations? If so, please describe this use.	No. LinkIt! provides all the support for its clients. At the request of a client, we will work with outside contractors for professional and software development.
How many PMP certified Project Managers does the vendor currently have on staff?	All Project Managers are either members of the senior management team or former educators who were LinkIt! clients.
Does the vendor offer a Production Ready approach to implementation whereby your staff will define and populate all tables and parameter files? If so please describe the approach and how you assure knowledge transfer.	LinkIt! has a dedicated team for onboarding all data files. Files are transferred securely where a dedicated technical and data analyst work together to cleanse, migrate and upload all files.
Is the vendor willing to enter into a Not to Exceeds contract for implementation services? If not, please explain.	Yes, however the scope of service has to be fully defined and performed within a reasonable time frame.
Will the vendor agree to waive all fees related to service days if we determine the services to be of unacceptable quality? If not, please explain.	LinkIt! would be willing to waive (or reimburse) all fees related to onsite training (after traveling costs) if the district determines the services to be of unacceptable quality. We do however request that expectations and an agenda are fully discussed prior to any training.

SUPPORT AND SERVICES

(Section 7)

QUESTION	RESPONSE
Does the vendor agree to waive the first year of application maintenance fees? If not, please explain.	There are no maintenance fees.
Does the vendor have a toll-free customer support line?	Yes
Does the vendor have regional and national User Groups?	Regional. PA and NJ.
Does the vendor have an Annual User Conference?	Yes, every summer we have workshop for 2 days called the Data Forward Summer Institute. In the month of July we will host over 250 educators.
Please list the locations of support staff that will be utilized by the	New York City
What are the support hours of operation?	24 hours
Does the vendor have a customer Advisory Board?	Our User Groups and selected clients serve as our informal Advisory Board.
Does the vendor assign one individual to take ownership of any support issues the District may have?	Yes, Ryan Winter, the President.
Will the vendor provide unlimited telephone support as part of their annual support agreement? If not, please explain.	Yes. Any member of the implementation team is expected to be acc is available by email or cell at any time for anything.
Does the vendor provide and maintain a searchable knowledgebase of product support materials made available to its client base?	Yes
Does the vendor provide a customer only web site complete with documentation and software downloads?	Yes
Will the vendor provide all periodic enhancements and upgrades to the software at no additional charge, beyond the annual support agreement?	Yes
Has the vendor ever required past customers to re-license their applications as a result of an upgrade or platform	No
Does the vendor offer a service to install and certify all updates for the District in a separate test environment?	Not generally. Only under special circumstances we will provide a testing environment.

VENDOR REFERENCE INFORMATION

(Section 8)

REFERENCES	
Client Name:	**Hamilton Township School District**
Contact Name:	Kevin Bobetich
Contact Title:	Testing Evaluating Specialist and Data Systems
Contact Phone Number:	609-631-4100
Contact e-mail address:	kbobetich@hamilton.k12.nj.us
Contract Date:	2011-Present
Student Population:	12,000

REFERENCES	
Client Name:	**Long Branch Public Schools**
Contact Name:	Roberta Freeman
Contact Title:	Chief Academic Officer
Contact Phone Number:	732-571-2868 X40070
Contact e-mail address:	rfreeman@longbranch.k12.nj.us
Contract Date:	2013-Present
Student Population:	6,000

REFERENCES

Client Name:	Pennsbury School District
Contact Name:	Mary-Margaret Pannick
Contact Title:	Supervisor of Assessment, Federal Programs and ESL
Contact Phone Number:	215-946-1398
Contact e-mail address:	mpannick@pennsburysd.org
Contract Date:	2016-Present
Student Population:	10,000

General Reference Contacts		
Gloucester City School District Joseph G. Rafferty Superintendent of Schools 520 Cumberland Street Gloucester City New Jersey 08030 856-456-7000 X2166 jrafferty@gcsd.k12.nj.us	**Asbury Park School District** Dr. Lamont Repollet Superintendent 910 Fourth Avenue Asbury Park, NJ 07712 732-776-2606 repolletl@asburypark.k12.nj.us	**South Plainfield Board of Education** Anu Garrison Director of Grants and Math Curriculum 125 Jackson Avenue South Plainfield, NJ 07080 908-754-4620 X231 agarrison@spboe.org
North Bergen School District Jan DeBari District Testing Supervisor/PARCC Coordinator 7317 Kennedy Boulevard North Bergen, NJ 07047 201-295-2885 jdebari@northbergen.k12.nj.us	**Fairview Public Schools** Maryann Bennetti Supervisor of Curriculum and Instruction 130 Hamilton Ave Fairview, NJ 07022 201-943-4809 X15 mbennetti@fairviewps.org	**Rahway Public Schools** Kevin K. Robinson, PhD Math and STEM Supervisor 1138 Kline Place Rahway, NJ 07065 732-396-1015 krobinson@rahway.net
Clark Mills School Jayme Orlando Principal 34 Gordons Corner Rd Manalapan Township, NJ 07726 732-786-2720 jorlando@mersnj.us		

V. KEY PERSONNEL

JOSHUA POWE, CEO AND CO-FOUNDER

Joshua Powe has over 20 years of experience in educational publishing and educational technology. Josh's focus at LinkIt! is product design, product strategy, business development and relationship manager for large districts, state departments of education and corporate partners.

Prior to LinkIt!, Josh held several key positions for NY-based Metropolitan Teaching & Learning (Metro), including Vice President of Product Development. Josh also served as Metro's Director of New Media & Technology, overseeing the company's web and software development. Under Josh's direction, the company created a wide variety of customized instructional solutions for school districts, including the first truly standards-based core math program for Hillsborough County, FL, one the country's largest school districts. Josh also oversaw the creation of innovative solutions for Chicago Public Schools, including the highly successful Step Ahead program, a summer school initiative designed to challenge thousands of Chicago students that had already met or exceeded standards through engaging and interactive activities that utilized content from local resources such as museums and community centers. Not long after Metro was acquired by Cambium Learning, Josh left the company in 2006 to begin work on what would later become LinkIt!. Josh graduated magna cum laude from Harvard University with a B.A. in the History of Science.

RYAN WINTER, PRESIDENT

Ryan joined LinkIt! in October, 2008. Ryan's focus at LinkIt! is managing PA district implementations, client support, IU partnerships and overall corporate development. Before directing his focus on Pennsylvania in 2015, Ryan oversaw the beginning and growth of LinkIt's New Jersey implementations to 55 districts, ~10% of NJ students. With over a 90% renewal and satisfaction rate, Ryan is looking forward to sharing his experience, client successes and best practices with Pennsylvania schools as well as learning from them. In addition, Ryan's business background and enthusiasm for data analytics were the inspiration behind LinkIt! Navigator, our differentiated custom reporting service.

Prior to LinkIt!, Ryan was a senior analyst in both an advisory and investing capacity working with both software and education companies. Ryan is currently a board member of the EIRC Foundation, a New Jersey based education non-profit and a junior board member of the Oliver Scholars Program, a New York City based education non-profit. Ryan graduated from Princeton University with a B.A. in Economics.

KAREN WINTER, CHIEF INFORMATION OFFICER & EVP SPECIAL PROJECTS

Karen joined LinkIt! as CIO in November of 2011. Karen's focus at LinkIt! is managing technology development, project management for special projects, and business process optimization. Karen's extensive experience in enterprise-wide, mission- critical software systems has helped transform the scalability, reliability and security of our platform and infrastructure. Prior to LinkIt!, Karen was most recently Chief Administrative Officer for Aladdin & Technology, BlackRock. She oversaw day-to-day business and planning processes including vendor management and project management as well as coordinating Human Resources and Finance activities. Prior to this role, Karen headed up BlackRock's Corporate Systems and Corporate MIS team. She was also a key member of the senior technology team delegated to integrating the technology infrastructures resulting from two multi-billion acquisitions (Merrill Lynch Asset Management and Barclays Global Investors). Prior to joining BlackRock in 2006, Karen spent sixteen years with Bear Stearns as Managing Director, Principal and Chief Development Officer for Corporate Systems. She was responsible for the development and support of technology solutions for Human Resources, Finance, Corporate Services, and Global Procurement. From 1980 to 1990, Karen was an adjunct professor in Computer Science at Fairleigh Dickinson University and a partner at JBH & Associates, an IT consulting and software development firm supporting small to mid-size businesses. Karen earned a B.A. degree in Mathematics from New York University and an M.S. in Computer Science from Fairleigh Dickinson University.

CHAD MARCUS, CHIEF ACADEMIC OFFICER Chad joined LinkIt! in April of 2015. Chad's focus at

LinkIt! is co-managing all aspects of New Jersey, including professional development, product training, and client support. Chad enjoys bringing his knowledge, passion for helping educators, best practices, and product insight to LinkIt! clients. Prior to joining LinkIt!, Chad served as Director of Curriculum, Instruction, and Technology in North Brunswick, New Jersey. He led teams through an effective transition to Common Core, AchieveNJ, and PARCC. As an educator and leader, Chad focused on fostering a positive data culture, and as a five-year LinkIt! user, was highly successful in leveraging LinkIt!'s assessments and analytics to strategically empower stakeholders to take measurable action at the district, school, and classroom levels. He began his career teaching primary grades in large urban schools in Paterson, NJ, and the Barrio section of New York City. In 2001, he relocated to Central New Jersey and continued his growth as an educator in North Brunswick as a teacher, a math/science coordinator, and in various central office supervisor roles. He was responsible for academic intervention programs, enrichment, English as a Second Language, State and local testing, and NCLB Grants. Chad graduated magna cum laude from Green Mountain College with a B.A. in Elementary Education; and from Rider University with an M.A. in Educational Administration/Supervision, with distinction.

MATT WILSON, DIRECTOR OF EDUCATIONAL PROGRAMS

Matt Wilson joined LinkIt! in 2016. Matt is excited to continue his work as educator-in- residence and assist administrators to develop and implement data-driven goals and procedures. Prior to joining LinkIt!, Matt served as the Superintendent of the Oradell Public School in Oradell, NJ, where he used LinkIt! firsthand to set meaningful district goals, assess student learning, and foster powerful conversations with

teachers and administrators about the use of data to inform instructional best practices. Prior to working in Oradell, Matt served as principal, assistant principal, and elementary school teacher in several high- performing school districts throughout Northern New Jersey. During his time as a school leader, Matt spearheaded several district initiatives to use data as a vehicle to inform instruction, individualize student learning, evaluate staff, and provide parents with meaningful feedback on children's academic progress. These initiatives included the creation of alternative assessment portfolios for parent distribution, and the use of an electronic data-driven walkthrough system used by administrators to inform teacher professional development and evaluation. Matt completed his undergraduate degree at Rutgers University, received a Master's Degree in Educational Administration from Montclair State University, and has completed credits towards a Ph.D. in Teacher Education and Teacher Development at Montclair State University. Matt has also served as an adjunct professor in the Educational Leadership program at St. Thomas Aquinas College.

North Penn School District
Summary Cost Proposal

July 1, 2017 - June 30, 2018

Data Warehousing and Reporting			Annual Cost
LinkIt! Assessment and Data Dashboard - @ $2.55/ student - (annual software license) grades K-12		12,800 students	$32,640
Warehouse all assessment data *Build and administer assessments across all grades and subjects* *Efficiently collect performance and offline data via custom Data Locker* *Analyze results and generate reports for administrators, teacher and students*			
Data Processing			$8,000
High Stakes Data (PSSA, Keystone, CDT, SAP, SAT, AP, SRI, F&P) as well as local assessments data from legacy systems (mid-terms, finals, unit tests)			
		Subtotal	$40,640

Analytics (LinkIt! Navigator + Consultative Services)			Annual Cost
Custom Reports		17 school(s)	$43,350
LinkIt!'s data analysts provide custom reports to help identify trends and interpret the data. We provide regular onsite consultation and PD with all stakeholders (central office, building			
		Subtotal	$43,350

Assessment Solutions			Annual Cost
LinkIt! Prime @ $500 / school		17 school(s)	$8,500
Unlimited test and answer key uploading (Word, PDF)			
		Subtotal	$8,500

Support			
Onsite Training @ $1,200 / day		6 day(s)	$7,200
Customer, Technical Support, and Web-Based PD (Required) @ $250 / school		17 school(s)	$4,250
Single Sign-On with Active Directory			$3,500
Help Resources - free on-demand print/video tutorials and data engagement activities			Free
		Subtotal	$14,950
		Total Cost	$107,440

LinkIt! 80 5th Ave #1101New York, NY 10011

VII. FORMS

PROPOSAL SIGNATURE FORM

(Section 10)

The undersigned, as proposal responder, declares that he/she has carefully examined all the items of the Specifications and Instructions herein that he/she fully understands and accepts the requirements of the same, and he/she agrees to furnish the specified items and will accept, in full payment therefore, the amount specified below.

Proposals shall include installation services, and the successful respondent shall obtain all required permits and pay fees required.

Firm Name: Ryan Winter

Date: 07/13/2017

Address: 80 Fifth Avenue, Suite 1101

New York, NY 10011

Telephone: 646-736-2871

Signature:

(Person executing response & official capacity)

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LinkIt!

Ryan Winter
President
O: 646.736.2671
E: ryan@linkit.com

THANK YOU FOR YOUR CONSIDERATION

APPENDIX C

LinkIt!

North Penn School District Cost Proposal
December 1, 2017- November 30, 2020

Data Warehousing and Reporting			Year 1	Year 2	Year 3
LinkIt! Assessment and Data Dashboard - @ $2.17/ student - (annual software license) grades K-12	12,800 students		$27,744	$27,744	$27,744
Warehouse all assessment data. Build and administer assessments across all grades and subjects. Efficiently collect performance and offline data via custom Data Locker. Analyze results and generate reports for administrators, teacher and students					
Data Processing			$8,000	$4,000	$4,000
High Stakes Data (PSSA, Keystone, CDT, SAP, SAT, AP, SRI, F&P) as well as local assessments data from legacy systems (mid-terms, finals, unit tests)					
		Subtotal	$36,744	$31,744	$31,744

Analytics (LinkIt! Navigator + Consultative Services)			Annual Cost	Annual Cost	Annual Cost
Custom Reports	17 school(s)		$36,848	$36,848	$36,848
LinkIt!s data analysts provide custom reports to help identify trends and interpret the data. We provide regular onsite consultation and PD with all stakeholders (central office, building admins, coaches, and lead teachers). These reports are created periodically or on demand based upon the type of test and frequency of administration. Examples include: multi-year PSSA & Keystone, Rostering & Eligibility, Longitudinal Profiles, College & Career Readiness (ACT, SAT, AP, College Enrollment), Behavior/Attendance/Grades, Program Efficacy, etc.					
		Subtotal	$36,848	$36,848	$36,848

Assessment Solutions			Annual Cost	Annual Cost	Annual Cost
LinkIt! Prime @ $500 / school	17 school(s)		8,500	4,250	4,250
Unlimited test and answer key uploading (Word, PDF)					
		Subtotal	$8,500	$4,250	$4,250

Support					
Onsite Training @ $1,200 / day	6 day(s)		$7,200	$0	$0
Professional Development & Leadership Training	10 day(s)		$0	$0	$0
Customer, Technical Support, and Web-Based PD (Required) @ $250 / school	17 school(s)		$4,250	$4,250	$4,250
Single Sign-On with Active Directory			$3,500	$1,000	$1,000
Help Resources - free on-demand print/video tutorials and data engagement activities			Free	Free	Free
		Subtotal	$14,950	$5,250	$5,250
		Total Cost	$96,042	$78,092	$78,092

Total	NPSD 3-year Upfront	$252,225
Total	MCIU Discount (Annual)	$286,420
Total	Regular PA District (Annual)	$326,650

CARNEGIE LEARNING

LONG + LIVE + MATH

501 Grant Street STE 1075
Pittsburgh, PA 15219-4447
Phone (888) 851-7094
Fax: 412-992-5083
Email: rdangelo@carnegielearning.com

Quotation For:
North Penn School District
401 E Hancock St,
Lansdale, PA 19446
Contact:
Phone: (215) 853-1394
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Date: 31-AUG-2017
Quotation #: 84598

Quotation valid until: 02-APR-17
Prepared by: Regis D'Angelo
Customer #: 181710

ITEM	DESCRIPTION	LIST PRICE	QUOTED PRICE	UNITS	TERM	TOTAL
PD-OS-LEAD	PD Onsite Leadership	2,000.00	2,000.00	1		2,000.00

License Total:	0.00
Support & Maintenance:	0.00
Textbook Total:	0.00
Professional Development:	2,000.00
Misc Total:	0.00
Sub Total:	2,000.00
Freight:	0.00
Total:	2,000.00

- Please include your tax exempt certificate with your purchase order.
- The Carnegie Learning Federal Tax ID# is 25-1805640.
- Sales Tax, if applicable, will be charged at the time of invoicing and is not included in this quotation.
- Prices are subject to change, and do not include hardware.
- Multi-year licenses run consecutively from date of shipment.
- The school district is responsible for providing all hardware necessary to run the software, as specified in CLI's Systems Requirements (available at carnegielearning.com/support)
- Payment Terms: Net 30 Days. Payment of entire invoice amount is required within 30 days from invoice date.
- All media sold by Carnegie Learning, Inc. are sold on a non-returnable basis. The only exceptions to this policy are:
    - Media received that was not ordered, (wrong title, wrong quantity)
    - Media received in a damaged condition that would render it unsuitable for use.

- All Professional Development services purchased expire at the term of this license agreement. Standalone Professional Development purchases will expire one year from the purchase date
- All textbooks carry a standard shipping time frame of 4-6 weeks. Shipments will occur earlier if stock is available
- For each Reseller Customer to whom Reseller wishes to sell the Service, prior to the delivery of the Service to the Reseller Customer, at the time Reseller sends a quote to the customer for the Combined Solution, Reseller shall include the following:
    - This quote gives Customer the right to access the Lessoneer curriculum platform ("Lessoneer Platform") developed by Performio Solutions, Inc. dba EdCaliber, whose address is 2828 SW Corbett Ave, Suite 113, Portland, OR 97210. Customer acknowledges that use of the Lessoneer Platform requires that Customer first agree to the terms and conditions of the Lessoneer Customer Agreement, which is available at the Lessoneer website, www.lessoneer.com. Customer agrees that it will accept the terms of the Lessoneer Customer Agreement prior to attempting to access the Lessoneer Platform.
- Customer is responsible for expedited shipping costs that fall outside of our standard delivery process.
- By accepting this quote, Customer accepts Carnegie Learning, Inc.'s Terms of Use policy available at: http://www.carnegielearning.com/terms-of-use
- By accepting this quote, Customer accepts Carnegie Learning, Inc.'s License Agreement policy available at http://resourcecenter.s3.amazonaws.com/LicenseAgreement.pdf

NOTES: