

Mr. Chris Burkey
Plum Borough School District
900 Elicker Road
Plum, Pennsylvania, 15239-1453

Subject: Demographic Services and Boundary Assistance for 2016/17

Dear Mr. Burkey:

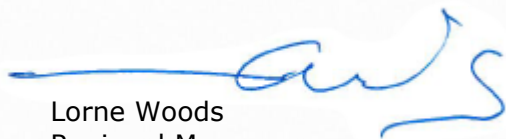
Your students are the District's most important assets, and understanding the potential for student and demographic changes is critical to the success of the District. We look forward to assist with the District's planning efforts over this school year. Davis Demographics assisted your district several years ago when it was time to consolidate the elementary zones from noncontiguous areas and shifting students from a closed Stevenson ES campus. At these meetings, Davis Demographics addressed the need to conduct a demographic study focused on residential forecasts to help guide in the decision making process. The District decided it was not able to have such a study commissioned at that time.

We are proposing services that include preparation of resident enrollment forecasts, with the intention being to provide meaningful data to understand the potential areas of growth and decline within the District as well as prepare data that will encourage discussion on various enrollment issues. Davis Demographics produces its completed student projections with specialized GIS computer mapping software. Residence projections provide a true understanding of student population issues in differing areas of the District, particularly when it comes to understanding where students live versus where they attend school. No other K12 Demographer has the GIS mapping software tools to provide such comprehensive and accurate student projections. Since the projections are produced geographically (tied to maps), then the logical leap into any boundary realignments is a simple process, and we can provide consulting services to help with boundary changes. Included with this letter is a contract to conduct a student forecast study and redistricting support for the district.

I believe Davis Demographics will give the District the information needed to make solid strategic decisions based trends within your student population discovered during the proposed study. The value of the work provided will reward the district over many years.

Please take a few moments to review the enclosed scope of work and contact me if you have any questions or wish to discuss the scope of work that we have outlined. I look forward to discussing our proposal in more detail.

Sincerely,



Lorne Woods
Regional Manager
Davis Demographics



**PROFESSIONAL CONSULTING SERVICES
AND OPTIONAL SOFTWARE LICENSE
AGREEMENT**

Plum Borough School District

900 Elicker Road
Plum, PA 15239-1453
TEL: (412) 798-6329

and

Davis Demographics & Planning, Inc.

11850 Pierce Street #200, Riverside, CA 92505
TEL: (951)270-5211 FAX: (951)270-5212

This Agreement is made by and between Davis Demographics & Planning, Inc., a California Corporation, (hereinafter referred to as "DDP") and the Plum Borough School District (hereinafter referred to as "DISTRICT") with reference to the following:

WHEREAS, DISTRICT requires professional services in demographic analysis, enrollment forecasting, facilities planning, committee and public meeting support, geographic information system (GIS) data development and GIS software; and

WHEREAS, DDP has the consulting expertise and software necessary to properly perform such services; and

IN CONSIDERATION of the foregoing, it is agreed between the parties hereto, as follows:

SECTION ONE - SERVICES OF DDP

DDP shall perform consulting services and/or provide licenses to software products as outlined in Appendix A of this Agreement. Additional work not specifically listed under Appendix A and requested by the DISTRICT will be performed at an agreed upon fee through an additional project authorization and shall be governed by the terms of this Agreement.

SECTION TWO - PERIOD OF PERFORMANCE

Performance of consulting services as outlined in Appendix A shall be on an annual basis commencing upon the later date this Agreement is signed by both parties through June 30, 2017 and consulting services shall continue through June 30th of each subsequent year of a multiple year Agreement. Any software is governed by the terms of the individual software product license included in Appendices B and/or C.

SECTION THREE - OBLIGATIONS OF THE DISTRICT

- A) DISTRICT agrees that its employees will cooperate with DDP in the performance of services under this Agreement and will be available for consultation with DDP at reasonable times.
- B) DISTRICT shall provide, at no cost to DDP, DISTRICT data which are requested DDP and required for providing the services of this Agreement.
- C) DISTRICT shall aid DDP in obtaining data from other public offices or agencies, local business firms, and private citizens whenever such data is necessary for the completion of the work outlined in this Agreement.

SECTION FOUR - LIMITATIONS

- A) DDP understands that time is of the essence in completing the work outlined in this Agreement. However, DISTRICT understands that DDP may be dependent upon the timely delivery of data from the DISTRICT as well as third parties and that all tasks may not be completed in the allotted time as may be specified in this Agreement, but will make all reasonable efforts to complete all tasks.
- B) DISTRICT understands that the work performed by DDP is based upon the best information available to DDP at the time of rendering services. DISTRICT also understands that DDP makes no warranties for these services and DISTRICT hereby agrees.
- C) DISTRICT understands that the mapping databases and associated information licensed from third parties in the performance of this Agreement are detailed and complex products. DDP will make all reasonable efforts to bring these databases and products into compliance for accuracy standards within the industry, however DDP makes no warranties for these third-party data products and DISTRICT hereby agrees.

SECTION FIVE - GENERAL PROVISIONS

This Agreement is a contract for services including the licensing of any optional software. Software licensed as part of this Agreement is/are subject to the software license terms outlined in the Appendices of this Agreement.

All report formats and software application programs remain the property of DDP. The DISTRICT may make as many duplicates of any hardcopy maps and reports as may be deemed necessary for its business use. The performance of the services in this Agreement may require DDP to execute a separate end user license agreement directly with a third party vendor for the use of certain computer mapping data. The cost of such data and/or license is included in this Agreement and shall be used by DDP to provide the services herein. The DISTRICT does not receive automatic access or use of this map data during or after completion of the services unless clearly stated in this Agreement. If map data is made available and transferred to the DISTRICT, it is expressly understood that such data developed by DDP, and/or licensed from, outside data providers is for DISTRICT free unlimited internal use only, and may not be reproduced, distributed or released by the DISTRICT to any third parties without the written consent of DDP and the data providers.

DDP is, and shall at all times be deemed to be an independent contractor, and shall be responsible for determining the sequence, method, details and manner in which it performs those services required under the terms of this Agreement. Nothing herein contained shall be construed as creating a relationship of employer and employee, or principal and agent, between DISTRICT and DDP or any of DDP's agents or employees. DDP assumes exclusively the responsibility for the acts of its employees or agents as they relate to the services to be provided during the course and scope of their employment. DDP, its agents and employees, shall not be entitled to any rights and/or privileges of DISTRICT's employees and shall not be considered in any manner to be DISTRICT's employees.

SECTION SIX - COMPENSATION

Twenty-five percent (25%) of the consulting contract amount is due as a Retainer Fee and will be invoiced by DDP and is payable by the DISTRICT upon execution of this Agreement. This fee is non-refundable indicating a commitment by DDP staff to be available to complete any work outlined or requested as part of the Agreement. Initial hours and expenses incurred will be applied to this Retainer Fee amount. Once the Retainer Fee has been reached, compensation to DDP shall be made at an hourly rate of \$170.00 with a maximum fee for tasks to be completed as outlined in Appendix A. Any software will be invoiced in full upon shipment. DDP shall invoice DISTRICT on a monthly basis at which time such invoices shall be due and payable. DDP reserves the right to charge interest at the rate of 1½% monthly on any unpaid balances beyond 60 days. Professional services tasks outlined in Appendix A and their associated fees are for estimate purposes only within the total scope of the Agreement—task fees are not individual maximum

fees—DDP retains the right to shift fees between the tasks in order to complete the overall scope of work outlined in the Agreement.

Each additional year of this Agreement will be handled in the same manner with the Retainer Fee of 25% of each year's contract amount invoiced and due on July 1st.

Any additional services not specifically outlined in this Agreement shall be invoiced at the hourly fee noted above. Any meetings not specifically outlined in this Agreement shall be invoiced at the hourly fee (inclusive of travel time to and from any meeting) plus any airfare and \$250 per diem travel expenses (for overnight trips or any trips requiring air travel).

SECTION SEVEN - TERMINATION

It is understood and agreed that the DISTRICT may terminate this Agreement for the DISTRICT's convenience and without cause by giving DDP written notice at least thirty (30) days before the effective date of such termination. Upon termination, DDP shall:

- 1) Stop work under the Agreement on the date and to the extent specified in the Notice of Termination.
- 2) Transfer title to the DISTRICT (to the extent allowed under Section Five of this Agreement) and deliver, in the manner, at the times and to the extent directed by the DISTRICT, the work in process on the effective date of the Notice of Termination.
- 3) Require Payment

The amount due DDP upon receipt of termination notice shall be payment for all work completed including:

- a) The Retainer Fee (representing commitment of resources/personnel and lost opportunity for profit);
- b) payment at the hourly rate specified in this Agreement for all time spent over the Retainer Fee towards the performance of this Agreement up until the receipt of notice of termination;
- c) payment for all expenses incurred by DDP in the performance of this Agreement, including, but not limited to, mapping and other purchased or licensed data;
- d) in the case of a multiple year Agreement, additional Retainer Fees of 25% of the annual consulting contract amount for each year of the Agreement not completed shall be due, as an early termination convenience to compensate for commitment of staff, multiple year discount offered, and lost profit opportunity.

SECTION EIGHT – RENEWAL

If agreed to in writing by both parties no less than 30 days prior to the expiration of this Agreement, the Agreement may be renewed for the same period of performance (number of years as originally agreed to), for the same consulting services scope and fee as outlined in Appendix A, and under all of the same terms and conditions. Software licenses are subject to separate renewal as outlined in the software license agreements.

SECTION NINE – NONHIRE OF DDP PERSONNEL

It is hereby mutually agreed that the DISTRICT will not solicit for hire any current or former employee(s) of DDP's staff without the written permission of the President of Davis Demographics

for a period of two years after completion of the services outlined in this Agreement, or any ongoing Agreements for services for additional work, whichever is later. In the event the foregoing provision is breached, liquidated damages equal to twenty-four (24) months of the employee's compensation plus any legal expenses associated with the enforcement of this provision shall be paid by the DISTRICT to DDP.

SECTION TEN - CONFIDENTIALITY

All communication and information obtained by DDP from the DISTRICT relating to this Agreement and all information developed by DDP under this Agreement are confidential. Should there be a need for DDP to maintain on its server(s) and/or other data storage media, personnel and/or student information protected by the Family Educational Rights and Privacy Act Regulations 34 CFR Part 99 (FERPA), DDP will take appropriate measures to ensure the security of said information and maintain its confidentiality according to applicable regulations. In addition, DDP acknowledges and agrees that, in the course of its Agreement with the DISTRICT, DDP will receive or have access to personal information. Personal information means information provided to DDP or to which access was provided to DDP by or at the direction of the DISTRICT in the course of DDP's performance under this Agreement that (a) identifies or can be used to identify an individual, including without limitation, names, addresses, or other unique identifiers or (b) can be used to authenticate an individual, including, without limitation identification numbers or other sensitive information. DDP shall comply with this Agreement in its collection, receipt, transmission, storage, disposal, use and disclosure of personal information under its control or in its possession and shall remain liable to the DISTRICT and to any other person whose personal information is under its control or in its possession. In recognition of the foregoing, DDP agrees and covenants that it shall: (a) keep and maintain all personal information in strict confidence using such degree of care as is appropriate to avoid unauthorized access use or disclosure, including but limited to security or data breach, malware intrusion or any other unauthorized access to such personal information; (b) shall not use, sell, rent, transfer or otherwise disclose or make available personal information for the benefit of anyone other than the DISTRICT; (c) at a minimum, DDP shall have in place safeguards for the protection of personal information which shall include limiting access to the DISTRICT information, securing business facilities, data centers, servers, back-up systems and computing equipment with information storage capability, as well as implementing network, database and platform security on computing equipment that are either owned by, used by or in the care or control of DDP.

SECTION ELEVEN - INDEMNIFICATION

DDP shall defend, indemnify and hold DISTRICT, its officials, officers, employees and agents free and harmless from all liability due to damage to property or injury to persons, including wrongful death, arising out of or incident to any negligent acts, omissions or willful misconduct of DDP arising out of or in connection with DDP's performance of this Agreement, including without limitation the payment of attorney's fees. Further, DDP shall defend at its own expense, including attorney's fees, DISTRICT, its officials, officers, employees, and agents in any legal action based upon such negligent acts, omissions or willful misconduct.

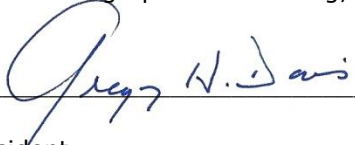
DISTRICT likewise shall defend, indemnify and hold DDP, its officials, officers, employees and agents free and harmless from all liability due to damage to property or injury to persons, including wrongful death, arising out of or incident to any negligent acts, omissions or willful misconduct of the DISTRICT arising out of or in connection with the DISTRICT's performance of this Agreement, including without limitation the payment of attorney's fees. Further, DISTRICT shall defend at its own expense, including attorney's fees, DDP, its officials, officers, employees, and agents in any legal action based upon such negligent acts, omissions or willful misconduct.

This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements, either oral or written. This Agreement may only be modified in writing signed by both parties.

The parties hereto have caused this Agreement to be executed by their duly authorized representatives.

Davis Demographics & Planning, Inc.

Plum Borough School District



President

Signed _____

Name _____

September 15, 2016

Title _____

FEIN: 33-0759263

Date _____

Appendix A

Consulting Services:

Resident Enrollment Forecast:

Tasks Performed and Deliverables (for our "typical" demographic study):

- Update of GIS basemaps for District; acquire from local Allegheny county
- Update and edits to GIS data: existing school boundaries, small planning areas, and school points
- Geocoding of Fall 2013, 2014, 2015 current year Fall 2016 Student Data.
- Create and analysis of other relevant demographic statistics for use in developing enrollment forecast variables (i.e. historical birth data, migration trends, etc.)
- Create and collect new information of development project information and timing.
- Development of 10-yr resident enrollment forecasts by grade level for each planning area, attendance zone, & district-wide.
- Comprehensive report (ten hardcopies and Adobe PDF file) including:
 - Relevant district background, past enrollment trends and demographic profile
 - Data sources and use with appropriate tables and charts
 - Detailed forecast methodology discussion
 - Enrollment projection results
 - Open enrollment reports illustrating impact of resident vs. attending enrollment
 - Appropriate maps illustrating existing planning areas and attendance zones, with thematic maps showing areas of growth, student density and socio-economic characteristics
- 2 onsite visits
 - Research/staff meetings early in the project
 - Presentation to the Board or Executive Staff upon project completion
- District access to all GIS data for use with GIS software.
- Complimentary SchoolSite Locator through end of school year (Comp through June 2017)
 - Link of current application used at Pine Richland:
<http://apps.schoolsitelocator.com/?districtcode=91910>

Attendance Boundary Redistricting Services:

- Meeting with PBSB Staff to Discuss Internal Process for Determining Attendance Zones
 - *After completion of Projections: discuss issues for boundary changes, criteria for ranking*
- Develop Attendance Boundary Scenarios
- Preparation of up to three scenarios each or combination for elementary, middle and high
- Meetings: Up to 3 Meetings (Staff, BOE, and/or Facilities Committee) are included
- It is completely at the discretion of the District how they would like to use these meetings, (additional Board presentation, Boundary Committee meetings, etc.)
 - *Additional on-site meetings **beyond** these three are available at \$1250 per meeting fee*
- Publish Final Proposed Boundaries on Web for Public Viewing prior to Board Approval
- Publish second SchoolSite Locator on web for Board-approved boundaries

Check the box and initial above for single
year Consulting Services Agreement
Projections & Redistricting Services

TOTAL FEE ONE YEAR: \$19,750

Appendix B

SCHOOLSITE™ EXTENSIONS FOR Esri ArcGIS DESKTOP SOFTWARE LICENSE AGREEMENT

1. BACKGROUND

The Licensee desires to acquire, and DDP is willing to grant, subject to terms and conditions set forth below, certain rights to use Davis Demographic & Planning, Inc. (DDP) proprietary SchoolSite™ demographic and planning software, together with associated documentation and other instructional and informational materials (hereinafter collectively the "Software").

2. LICENSE

Subject to the provisions herein, and upon payment of DDP's current license fee, DDP grants to the Licensee a nonexclusive, nontransferable license, without the right to sublicense, to use the Software on the number of licensee's computers simultaneously equal to the number of software licenses the Licensee has obtained.

3. SINGLE USE LIMITATION

The license granted above is a "floating use" or "concurrent use" license. This means that a separate license is necessary and checked-out from the "pool" of licenses for each stand-alone computer or workstation on which the Licensee uses the Software. More specifically, the Licensee is authorized to use the Software only on the number of computers for which the Licensee has obtained licenses. One license is required for each concurrent use of the Software on a single computer.

4. INTERNAL USE AND NONTRANSFERABILITY

The Software may not be used to provide outside services of any kind to any third party, in any manner, whether for profit or not-for-profit. The license granted to the Licensee is personal and may not be assigned, transferred, rented, leased, sold, remotely accessed or otherwise made available to any other third party on a temporary or permanent basis unless permitted in writing by DDP. The software may only be used by the Licensee's employees on computers owned by the Licensee.

5. INTELLECTUAL PROPERTY RIGHTS AND RESERVATION OF OWNERSHIP

The Software is licensed, not sold. Title to and ownership of all rights and interest in the Software, and all copies of the Software, shall at all times be vested in DDP. Except as provided in section 10, such license does not grant or include any rights, license, or interest in any improvements, modifications, enhancements, or updates to the Software. The Software is protected by copyright including all laws relating to intellectual property and proprietary rights including trade secrets. The Licensee may make one copy of the Software only for backup or archive purposes.

6. CONFIDENTIALITY AND USE RESTRICTIONS

The Licensee agrees to maintain the confidential nature of the Software and protect its confidentiality in the same manner that the Licensee would protect its own confidential information. The Licensee shall not translate, publish, disclose, distribute, decipher, decompile, reverse engineer, disassemble, or modify the Software or allow others to do so. Additionally, the Licensee shall not alter, remove, or obscure any copyright notices or trademarks.

7. LIMITED WARRANTY

DDP warrants to the Licensee that the media on which the software is recorded is free from defects and materials and workmanship under normal use and service for a period of ninety (90) days from the date of delivery of such media. DDP represents and warrants that the unmodified software will substantially conform to the published Documentation.

8. DISCLAIMER OF WARRANTY AND LIMITATION OF LIABILITY

THE SOFTWARE, INCLUDING WRITTEN MATERIALS SUCH AS MANUALS AND INSTRUCTIONS FOR USE, ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. FURTHER, DDP DOES NOT WARRANT, GUARANTEE, OR MAKE ANY REPRESENTATIONS REGARDING THE USE, OR THE RESULTS OF THE USE, OF THE SOFTWARE, INCLUDING WRITTEN MATERIALS, IN TERMS OF ACCURACY, RELIABILITY, CURRENTNESS, OR OTHERWISE. THE ENTIRE RISK AS TO THE RESULTS AND PERFORMANCE OF THE SOFTWARE IS ASSUMED BY THE LICENSEE. DDP DOES NOT WARRANT THAT THE SOFTWARE, ANY DATA, OR DOCUMENTATION WILL MEET THE LICENSEE'S NEEDS, OR THAT THE LICENSEE'S OPERATION OF THE SAME WILL BE UNINTERRUPTED OR ERROR FREE, OR THAT ALL NONCONFORMITIES CAN OR WILL BE CORRECTED. THE LICENSEE UNDERSTANDS THAT THE SOFTWARE IS INTENDED FOR USE BY TRAINED PERSONEL AND DDP SHALL NOT BE LIABLE IN ANY MANNER FOR ANY CONSEQUENCES OR DAMAGES DUE TO IMPROPERLY APPLIED DATA OR INCORRECT INTERPRETATION OF ANY RESULTS.

DDP'S ENTIRE LIABILITY AND THE LICENSEE'S EXCLUSIVE REMEDY WILL BE, AT DDP'S OPTION, EITHER (A) REPLACEMENT OF THE MEDIA THAT DOES NOT MEET THE LIMITED WARRANTY AND WHICH IS RETURNED TO DDP, OR (B) RETURN OF THE ORIGINAL LICENSE FEE THAT DOES NOT MEET DDP'S LIMITED WARRANTY, PROVIDED THAT THE LICENSEE UNINSTALLS, REMOVES, AND DESTROYS ALL COPIES OF THE SOFTWARE AND DELIVERS EVIDENCE OF SUCH DEINSTALLATION TO DDP.

EXCEPT AS STATED ABOVE FOR THE MEDIA, THE SOFTWARE, INCLUDING THE WRITTEN MATERIALS, IS PROVIDED WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY DDP, ITS DEALERS, DISTRIBUTORS, AGENTS, OR EMPLOYEES SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THIS WARRANTY, AND THE LICENSEE MAY NOT RELY ON ANY SUCH INFORMATION OR ADVICE. NEITHER DDP NOR ANYONE ELSE WHO HAS BEEN INVOLVED IN THE CREATION, PRODUCTION, OR DELIVERY OF THIS PRODUCT SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, INCLUDING DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, AND THE LIKE (ARISING OUT OF THE USE OF OR INABILITY TO USE SUCH PRODUCTS) EVEN IF DDP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9. TERM

This Agreement, and the license granted herein, is effective for a term of one (1) year. The Agreement may be renewed annually for additional terms of one year each, but only if the Licensee pays DDP's then **current** license renewal fee at least 15 days prior to expiration of this Agreement. License renewal fees include software product updates and are therefore considered a product under IRS guidelines and are subject to local taxes where applicable. The annual license renewal fee is subject to increase upon written notice and shall not increase more than 10% within a three year period. **The software is protected by a license server/manager and a license password file, which will terminate every 365 days (1 year) unless the license renewal fee is paid and a new password file is obtained from DDP.** The License Agreement will automatically terminate if the Licensee fails to comply with any provision of this License. Upon termination, the Licensee will, within five (5) working days, return to DDP the Software, and any materials relating thereto, including, without limitation, updates, whole or partial copies, codes, modifications, and merged portions in any form. The Licensee's obligations under paragraphs 3, 4, 5 and 6 shall survive termination.

10. UPGRADES AND ENHANCEMENTS

During the term of this Agreement, any upgrades and enhancements that DDP makes generally available to Licensees of the Software will be provided to the Licensee at no further charge. Upon delivery of such upgrades and/or enhancements by DDP to the Licensee, the Software shall be deemed to include such upgrades and/or enhancements and all provisions of this License Agreement, including all restrictions, limitations, and conditions shall apply thereto.

11. ADDITIONAL LICENSES

Additional software licenses may be acquired by the Licensee under the same terms and the Licensee acknowledges that additional annual license renewal/support fees may be required for such licenses.

12. TRAINING

Training is not included in the software license fee. Training services are under a separate services contract. Davis Demographics & Planning, Inc. has minimum skill requirements for customer personnel who wish to be trained. The Licensee should consult with DDP regarding these required skills. Training is to be provided only by personnel authorized by DDP.

13. NON-HIRE OF DDP PERSONNEL

It is hereby mutually agreed that the Licensee will not solicit for hire any employee(s) of DDP staff without the written permission of the President of Davis Demographics during the license period and for a period of two years after any discontinuance of the license. In the event the foregoing provision is breached, liquidated damages equal to twenty-four (24) months of the employee's compensation plus any legal expenses associated with the enforcement of this provision shall be paid by the Licensee to DDP.

14. BUNDLED THIRD-PARTY SOFTWARE

The Software provided by DDP under this license may include additional ArcGIS mapping software provided Esri, Inc. The software provided by Esri is subject to appropriate Esri License Agreements. The maintenance and support of Esri software is between the Licensee and Esri.

15. ENTIRE AGREEMENT

This Agreement represents the entire Agreement between DDP and the Licensee and supersedes any prior communications, oral or written, relating to the Software. It may be amended only by a writing executed by both parties. If any of the provisions of this Agreement are found invalid or unenforceable, such provision or provisions shall be deemed deleted; the Agreement shall then be enforced according to the maximum extent permitted by law, and all other parts of this Agreement will remain in full force and effect as written. A waiver of any of the provisions of this Agreement on any one occasion will not be deemed to amend or waive that provision nor any of the other provisions on any other occasion. This Agreement will be governed by the laws of the state of California.

SCHOOLSITE DESKTOP SOFTWARE FEATURES

The following is a partial list of the software features of SchoolSite and ArcGIS Desktop:

MAP DISPLAY AND ANALYSIS

- Display map layers of any type of information, i.e. students, streets, attendance boundaries, proposed residential subdivisions, schools, census data, assessor, etc. Map data is available from a wide variety of third party data sources including commercial companies, local government sources, through DDP, and by in-house district development.
- Extensive choice of online base maps including aerial photography, topographic maps, and street maps.
- Display and/or color-code students based upon any data field contained in the student data files.
- Query the number of students within any user-defined boundary, along streets, or within a certain distance of other map features.
- Summarize selected students upon any field contained in the student data.
- Create buffers/rings of various distances and use to query/select students and data from other layers.
- Display/color code attendance boundaries through the use of one map layer- Study Areas. Determine how many students reside in each Study Area or within each attendance zone and summarize on any data field.
- Use selected map features to select features in another map layer, i.e. students within Study Areas, students living along each street block, streets within walking distance of a school (NA), etc.
- Identify students who live within an attendance zone and attend a different school, i.e. transfer students.
- Click on a map feature to display its data record, i.e. point to a student to pop-up information about the student.
- Create student dot density maps.
- Label any map feature using values from any data field, i.e. streets with names, students with grade, study areas with numbers of students, schools with grades served, etc.
- Simplify map layers by combining features with equal data values.
- Create a variety of thematic maps. Display maps and symbols in different formats (dot density, graduated symbol size, graduated color, charts and unique color).
- Clip map layers ("cookie cutter") to create new map layers.
- Intersect map layers to create new layers with combined data fields, i.e. overlay students and Study Areas to assign school, Study Area, and other data to each student.
- Aggregate data together to build new information.
- Query data through the map interface or through the tabular data. The selected map features and data records are always color highlighted and 'in-sync'.
- Comprehensive database access, Excel, Access, SQL and ODBC.
- Sort data records and display only fields of interest.
- Create relational database joins with different tables of data for use in displaying additional information on maps (i.e. link tables of student test scores to student points to color-code students by test score).
- Export data fields and records for selected map features into Excel® or text files for import into other Windows applications, i.e. spreadsheets.
- Create column, bar and pie charts of any summarized data in a table. For example, summarize the count of students by grade within any area and create a chart illustrating the distribution.
- Create a map, ready for printing, with one mouse click.
- Map printing/output can include scale bars, north arrows, graphics, charts, logos and text.
- Use pre-built map layout templates or build your own for a consistent look and feel for your printed output.
- Display and print CAD drawings, i.e. site plans of schools developed by your district architect.
- "Hot link" photos to map features, i.e. point to a school and pop-up an aerial photo of the site or display a CAD drawing of the school.
- Display aerial photographs as background images behind maps.
- Export maps into various file formats for off-line printing and posting to web sites.
- Directly publish web maps from within the application for query, display and sharing of maps/information within the District or to the public (requires subscription to Esri's ArcGIS Online)

DATA MANAGEMENT/IMPORT/EDITING

- A large volume of map data compatible with ESRI products is available through local government agencies (85+% of all counties in U.S. use ESRI software) and commercial suppliers to provide quick startup and to supplement many planning projects.
- Map data accessible from many government map sources (85+% of all counties in U.S. use ESRI software).
- Full comprehensive editing tools for creating/maintaining tabular data and map features.
- Update attributes automatically when editing.
- Import map data from a variety of sources.
- Transform map data to and from many types of map projections and coordinate systems to insure proper overlay of different map sources.
- Import student data and use database tables directly from dBASE files, Excel®, ASCII text files.
- Access other databases through ODBC including Access, Oracle, or any ODBC/SQL compliant database.
- Access and maintain map and tabular data through Oracle® or SQL Server® with optional ESRI ArcGIS Server/SDE (Spatial Database Engine) software.
- Geocode any address-based data such as students, assessor housing data, etc. Geocode with any supported map data or database.

ENROLLMENT PROJECTIONS

- Windows wizard-based setup and management of projections. Create an unlimited number of projection scenarios based upon various factors.
- Auto-run of the projection model guarantees that projections are always 'in-sync' with user changes to projection variables.
- Update of projection variables through a spreadsheet type interface.
- Projections can be created for the next 3, 5, 7 or 10 years along with an optional maturity or "build-out" projection for long-range school site planning.
- Modified cohort projection model integrated into the GIS taking into consideration, historical enrollment changes, future development, birth/kindergarten trend factors.
- Optional tract map data and timing of new construction projects automatically incorporated into the projections.
- Projections are prepared for each user-defined Study Area, attendance zone, user-defined region and District-wide.
- Projection reports can be prepared by Study Area, existing attendance zone, region, or District-wide.
- Projections can be summarized based upon many grade level scenarios, i.e. K-5, K-6, 7-8, 6-8, etc.
- Estimate existing housing inventory within Study Areas of the district using optional tax assessor data files. The data can be used to determine student generation factors and as input to maturation/build-out projections.
- Dynamically display enrollment projections on ArcView maps through color shading and charts within Study Areas.
- Integrate enrollment projections with the Redistricting Extension to analyze future attendance boundaries and school sites.

ATTENDANCE BOUNDARY PLANNING/DEMOGRAPHIC REPORTING

- Windows wizard-based setup and management of boundary plans. Create an unlimited number of boundary scenarios based upon existing enrollment or projected enrollment (with SchoolSite Projections as part of the Planning Suite).
- Develop attendance boundary plans through the interactive assignment of user-defined Study Areas.
- Automatically create attendance boundaries by assigning study areas to closest schools and closest schools with maximum capacities to maximize walk-in attendance.
- Comprehensive reporting capabilities including statistics and percentages, such as counts of students by grade level, ethnicity, school of enrollment or other data fields from existing student data.
- Report on students by grade level within boundary plans for projected enrollment.
- Classroom needs at each site are automatically updated with each change in boundary plan based upon facility/classroom counts at schools along with user-defined classroom loading standards.
- Create and print boundary maps with one click of the mouse.
- Export boundary data into Excel® files for further analysis in Windows spreadsheet applications.

- Create charts of boundary data statistics.
- Create a variety of demographic reports of any geographic area including existing or proposed attendance zones (with an optional annual subscription to Esri's Community Analyst Online service):
 - Community Profile
 - Demographic and Income
 - Housing Profile
 - Tapestry Segmentation Area Profile
 - 2010 Census Reports
 - Detailed Age Profile
 - Detailed Income Profile
 - Quarterly Demographic Profile
 - Traffic Count Maps around School Sites
 - Five-year Population/Demographic/Housing Profile Forecasts
- Create street directory files and reports with address ranges and schools of assignment for student registration purposes.

Appendix C

SCHOOLSITE LOCATOR™ WEB SERVICES LICENSE AGREEMENT

1. BACKGROUND

SchoolSite Locator™ ("SSL") is a web-based Application and Service that combines a variety of map and other data sources through the Internet for finding addresses and student school assignments based upon school attendance boundaries. The Service is accessible through a mapping web site using data stored on DDP computer servers and potentially, accessing other third party data servers hosting map and aerial image data. The Licensee, by accessing the SSL agrees to the following license provisions. Davis Demographics & Planning, Inc. ("DDP"), reserves the right to immediately terminate this license should the Licensee use the Service for any use not permitted under this License Agreement.

2. LICENSE

Subject to the provisions herein, and upon annual payment of the SSL current hosting fee, DDP grants to the Licensee a nontransferable license to access the SSL, including any applicable data or documentation. Access to the web site and service is obtained through the issuance of a web site Uniform Resource Locator ("URL") link which the Licensee agrees to post only on their internal or external school district web page(s). The URL, or any Licensee web page containing the URL, is not to be directly provided to any third party for posting from any third party web site. This License Agreement will automatically terminate if the Licensee fails to comply with any terms of this agreement.

3. INTERNAL USE LIMITATION

Access to the SSL is to be used for the Licensee's own school district business use. Access to the SSL may not be used to provide outside services, share data with third parties, or provide maps, reports or data as a service bureau.

4. RESERVATION OF OWNERSHIP AND GRANT OF LICENSE

The SSL is proprietary to DDP and contains trade secrets, inclusive of unpublished specifications. All rights, title, ownership in patents, trademarks, copyrights, trade secrets, know-how, and any proprietary rights in the Service remain exclusively with DDP. The SSL is protected by United States copyright law and the Licensee acknowledges that the SSL is proprietary to DDP.

5. ANNUAL HOSTING PERIOD

The annual hosting period is from July 1 to June 30 each year. Renewal invoices shall be sent automatically 30 days prior to the expiration of the annual hosting period. The service is subject to discontinuance if any invoice is not paid within 90 days.

6. MAP DATA UPDATES

The annual subscription fee does not include any data updates--the subscription fee is for hosting and access to the service only. For the initial setup of the service, the Licensee has 20 calendar days from the date the email notice that SSL is ready to use (including the URL links), to advise DDP of any boundary corrections or other data changes that may be necessary. Once the 20 days has transpired, it is assumed that the GIS data and SSL service is correct and operational. Any notice after such date will require the Licensee to utilize their one data update for the year (see below) and/or may require additional data setup fees. If the Licensee has chosen to utilize the Web Map version with online street data, the Licensee understands that DDP has no control over accuracy or updates to street and address information (see Section 7 below).

If the Licensee is continually maintaining its own GIS data (street, schools and/or boundaries) to be submitted and used in SSL, one data upload submission from the Licensee to DDP is included per year in the annual hosting fee. Data sent to DDP must be in a format according to DDP specifications and changes to all data layers should be sent in one submission. Data not conforming to DDP specifications may require additional fees to make the data usable with SSL. Additional data uploads beyond one submission per year are subject to \$500 per submission which is required for loading and testing the new data.

If the Licensee is not maintaining their own GIS data, DDP may provide those services for a separate fee. It is suggested that the Licensee maintain an internal list of changes and submit those to DDP upon which DDP will provide a quote for updating at our current hourly rate. If DDP is maintaining GIS map data for the Licensee under a consulting services contract, automatic updates to the SSL GIS data will be included once a year upon completion of the annual GIS updates (usually in fall).

Services such as aerial photography are updated by third parties and may not be on a regular update schedule. Third party web-based street address data services provided in the Web Map version subscription are generally updated twice per year.

7. THIRD PARTY DATA SOURCES/USE OF DATA RESTRICTIONS

Certain portions of the SSL utilize third party maps, imagery and other data sources owned and licensed by those parties. Licensee's use of such third party data through SSL shall be governed, in addition to the terms and conditions of this Agreement, by the following Use of Data Restrictions:

- a. The Licensee understands that the data products are complex in nature and are not free from defects. The data is not fault-tolerant and are not designed, manufactured, or intended for use with critical safety, emergency response, terrorism prevention or response, or high-risk navigation or location applications.
- b. Certain data provided by third parties are updated periodically by those third parties, in some cases, on an irregular schedule. DDP is not responsible for the completeness, accuracy or timeliness of data updates.

8. SERVICE UPTIME/UPGRADES AND ENHANCEMENTS

From time to time, DDP may upgrade the SSL web site and Service. DDP reserves the right to make any changes it deems necessary or desirable to the SSL. The Licensee will automatically gain access to the new application upgrades and enhancements. During times of upgrade or maintenance, access to SSL may be temporarily unavailable. DDP will attempt to notify all clients prior to any downtime. Uptime for SSL is generally over 99%, however, the Licensee understands that periodic unavailability may occur due to internet issues and other circumstances beyond DDP control.

9. LIMITED WARRANTY

The SSL is provided "as-is" without warranty of any kind, express or implied, including, but not limited to, the warranties of merchantability or fitness for a particular purpose. Licensee bears all risk as to the quality and performance of SSL and the services provided by the application. The Licensee's sole remedy is a written request to DDP for a refund of the annual license fee which shall be pro-rated on an annual basis based upon the time that SSL was made available to the Licensee (issuance of URL link providing access).

SCHOOLSITE LOCATOR WEB APPLICATION FEATURES

- Address lookup of school assignments.
- Integrated aerial photography.
- Link provided to both English and Spanish language versions of SchoolSite Locator.
- Choose between Esri online street maps (Web Map Version) or use local street maps (Local Map Version).
- Display attendance zones for elementary, middle, and high schools as well as custom zones.
- View Registration information for a school.
- View driving directions from address to school (Web Map Version only)
- View transportation walk/eligibility zones and determine transportation eligibility.
- Determine Board/Trustee representative in area of entered address.
- Measure distances on the map.
- Links to individual school web sites.
- Popup display of school information on the map.
- Customizable list of school information.
- Include DISTRICT requested additional map layers for display which can be turned off or on (depending upon data availability). Additional map layers may include bus stops, transportation regions, parcels w/APNs, site plans, etc.
- Supports custom grade configurations.
- Ability to install to your local computer as a desktop icon for access outside a web browser (internet connection required).
- Ability to embed the SchoolSite Locator widget directly into the DISTRICT's homepage for complete integration with existing systems.