

To: Dr. Mike Riggle

Board of Education

From: Dr. R.J. Gravel

Mrs. Hillarie Siena

Date: Wednesday, April 20, 2016

Re: PowerSchool Fee Plugin

Recommendation

It is recommended that the Board of Education approve the purchase of Marcia Brenner Associates, LLC's PowerSchool fee plugin in the amount of \$5,544 for the first year, and \$1,150 for subsequent years (based on student enrollment).

It is further recommended that the Board of Education approve the credit card convenience fee of \$2.65 for the 2016-2017 school year. (This amount represents the minimum convenience fee available to school districts from the integrated credit card processing solution, and represents an increase of \$0.15 per transaction from the 2015-2016 school year.)

Background

At the beginning of the 2015-2016 school year, it was identified that our existing bookstore point of sale software and system (CAM) was in need of upgrade or replacement. The CAM solution is used to perform bursar functions including:

- Management of individual student financial accounts
 - Assessment of general school fees, course fees, and obligations (library fines, outstanding charges)
 - Assessment of optional fees (activity pass, field trip, school directory, yearbook)
- Processing of payments
 - Cash, check, and credit card tenders (Visa and MasterCard)
 - Credit card transactions utilize a third-party payment processor owned by CAM Commerce Solutions (developers of the CAM system) called XCharge

Prior to reviewing options for a new system, the business and technology teams identified a list of desired features to meet the district's current and future needs. These features included:

- The ability to integrate with our student information system (PowerSchool) for assigning and maintaining course fees based on student schedules
- The ability to mass-assign general school fees based on defined variables (student status, school enrolled, grade levels)
- The ability to assign fees based on a student's financial qualification status (free and reduced eligibility)
- A student financial account tool that provides detailed current and historical financial reports for individual students, with the ability to carry-over outstanding fees (obligations) from year-to-year

PowerSchool Fee Plugin March 15, 2016 Page 2

- A web portal that enables parents to review their student's financial account,
- The ability to integrate with our financial management system (Skyward) for reviewing and reconciling bursar transactions

Using the list of desired features, our teams evaluated several systems including: CAM's RetailSTAR system, PowerSchool's integrated fee component, Skyward's student fee management module, and Marcia Brenner Associates' fee plugin. After a thorough review of these systems, one solution stood out from the rest. The recognized solution and vendor that provided all of the district's desired features was Marcia Brenner Associates' fee plugin.

Marcia Brenner Associates (MBA) is a recognized partner of PowerSchool, and provides a number of software plugins that enhance the functionality of PowerSchool. MBA's fee plugin software installs within our existing database, and enables our district to manage individual student accounts in the bookstore, while simultaneously providing parents access to review student accounts online.

The fee plugin's reporting features provide comprehensive detail and summary reports for all transactions, and will enable our business office to efficiently update our general ledger with transaction data, and decrease the possibility of human error. From a school perspective, the fee plugin will substantially decrease the amount of bookkeeping activities and related paperwork to track outstanding financial obligations, and the management of optional charges such as parking and yearbook fees. Additionally, by providing parents the ability to access their student financial accounts, and make electronic payments, we will be able to significantly decrease the amount of time spent in lines during the annual booksale event.

Acquisition of the fee plugin will enable the district to eliminate the use of the CAM system, and its ongoing software maintenance costs. During the 2015-2016 school year the district paid \$4,957 in annual support agreement costs.

END USER LICENSE AGREEMENT

NOTICE TO LICENSEE: As a security measure and to monitor compliance with this Agreement, your contact information may be transmitted to Licensor when certain aspects of the Licensed Software are used.

Licensor and Licensee may be referred to collectively herein as the "Parties" and individually as a "Party."

IN CONSIDERATION and exchange of the mutual covenants of the Parties and the mutual benefits to be received under this End User License Agreement ("Agreement"), the Parties agree as follows:

1. THE PARTIES.

- a. Licensor: Marcia Brenner Associates, LLC, a Wisconsin limited liability company.
- b. Licensee: The owner of the computer or device used to download the copy of the Licensed Software that is authorized pursuant to this Agreement.
- 2. **DEFINITIONS.** As used in this Agreement, the following terms shall have the following meanings, unless otherwise expressly stated. Certain other terms may be defined elsewhere in this Agreement.
 - a. "Documentation" means Licensor's standard manuals and functional specifications regarding the use of the Licensed Software and generally supplied by Licensor to its end user customers, whether in printed or online format, as well as complete or partial copies of the foregoing.
 - b. "Installation Device" means the single device of Licensee on which the Licensed Software is installed.
 - c. "Licensed Software" means the proprietary software application(s) identified in the purchase order to which this Agreement is attached and/or applicable, in machine-readable, object code form.
 - d. "Plug-In" means the Licensed Software and the Documentation, collectively.
 - e. "Use" means to download, install, store, execute and operate the Plug-In on the Installation Device for the Plug-In's intended purposes only.

3. USE OF PLUG-IN

- a. Licensee agrees to Use the Plug-In subject to all of the terms and conditions of this Agreement, which Licensee hereby affirmatively accepts.
- b. Licensee understands that Licensee must separately purchase applicable licenses for the POWERSCHOOL® student information system, and that the Licensed Software will only work in conjunction with the POWERSCHOOL® platform.
- c. Without limiting any other provisions of this Agreement, Licensee understands and agrees that Licensee's use of the Plug-In is subject to Licensee's full and complete compliance with any and all applicable POWERSCHOOL® license requirements. Licensee's failure so to comply shall cause immediate termination of this Agreement, without the necessity of notice.

4. OWNERSHIP

- a. It is hereby understood and agreed that Licensor is the exclusive owner of all worldwide rights, title and interest to the Plug-In, and all copies thereof, regardless of the media or form in which such copies may exist. The Plug-In is made available to Licensee through the within license only, not sale, and Licensee does not and shall never acquire any ownership rights in or to the Plug-In.
- b. Licensee understands and agrees that, in the event Licensor develops customizations to the Plug-In for Licensee or at Licensee's request ("Customizations"), Licensor is the exclusive owner of all worldwide rights, title and interest to such Customizations, and all copies thereof, regardless of the media or form in which such copies may exist. Licensee further understands and agrees that, without limitation, Licensor may use Customizations for any purpose (including but not limited to making them available to others), exclusively and in perpetuity, without attribution or compensation of any sort to Licensee. Licensee's license to use Customizations shall be subject to all the terms and conditions of this Agreement applicable to the Plug-In, and shall terminate upon termination of this Agreement.
- c. Licensee shall not cause, nor permit either through its direct efforts or through any third party, the modification, disassembly, de-compilation, or reverse engineering of the Licensed Software, nor otherwise attempt to discover any source code or trade secret related to the Licensed Software. Without limiting other remedies available to Licensor, all of which are expressly reserved: any use of the Plug-In not expressly authorized by this Agreement shall automatically terminate this Agreement.

5. LICENSE

- a. Licensee shall pay Licensor such fees for the Plug-In and related services (collectively, the "Fee") as Licensor has determined and set forth in the purchase order(s) to which this Agreement is attached or applicable.
- b. Upon payment in full of the Fee, Licensor hereby grants Licensee a nonexclusive, non-transferable, revocable right to Use the Plug-In on the Installation Device only.
- c. Without limitation, Licensee shall not:
 - i. Copy, reproduce or make use of the Plug-In except as expressly set forth in this Agreement;
 - ii. Copy the Plug-In into any machine-readable or printed form except onto a single hard disk used exclusively for backup purposes;
 - iii. Modify, adapt, customize or create derivative works based on the Plug-In;
 - iv. Attempt to disassemble or reverse engineer the Plug-In;
 - v. Distribute the Plug-In;
 - vi. Publicly perform or display the Plug-In other than in the course of Licensee's authorized Use;
 - vii. Merge the Plug-In into any other computer Plug-In (other than POWERSCHOOL®); or
 - viii. Exercise any other right or privilege not expressly granted herein.
- d. Reference anywhere in this Agreement to the "Plug-In" shall mean the entire Plug-In and/or any portion thereof, as required by the context.

- e. Licensee acquires no rights whatever, under this Agreement, to use or display for any purpose any trademarks, brand names, logos or trade dress of Licensor.
- f. All rights not expressly granted herein are reserved by Licensor.
- g. This license terminates immediately upon termination of this Agreement.
- h. The terms of this license are conditions and not merely covenants.

6. TERM AND TERMINATION

- a. This Agreement is effective until terminated as provided herein.
- b. Licensee may terminate this Agreement at any time by destroying all copies of the Plug-In, in all media, in Licensee's possession or control.
- c. This Agreement will terminate immediately if Licensee fails to comply with any term or condition of this Agreement. In such event, no notice shall be required by Licensor to effect such termination. Any breach by Licensee of any terms or conditions herein shall be deemed material.
- d. Upon written notice to Licensee, Licensor may terminate this Agreement for purposes related to Licensor's dissolution, bankruptcy or ceasing to do business.
- e. Upon termination of this Agreement, Licensee agrees immediately to destroy all copies of the Plug-In in Licensee's possession or control, in any form or media, along with related printed or written materials; or to return same to Licensor at Licensee's expense.

7. RESTRICTIONS ON TRANSFER

- a. This Agreement shall run with the Plug-In.
- b. Licensee shall not sublicense, assign, or transfer this Agreement or the Plug-In except as expressly provided in this Agreement. Any attempt by Licensee otherwise to sublicense, assign, or transfer any of Licensee's rights, duties, or obligations hereunder is void.
- c. This Agreement is binding upon the heirs, executors, administrators, successors, assigns and other legal representatives of the Parties.

8. UPDATES AND SUGGESTIONS

- a. Licensor may, from time to time, make available to Licensee updates and enhancements to the Plug-In. Licensee may accept any update or enhancement at the time it is offered to Licensee by paying the applicable update charge or fee. Licensor shall have the sole discretion to determine the update fee or charge. Use of all such updates and enhancements by Licensee shall be subject to the terms and conditions of this Agreement.
- b. At no time shall any end-user suggestion or request for enhancements, updates, fixes or customizations be considered the confidential information of the Licensee or end-user. All end-user suggestions or enhancement or customization requests from any end-user of the Plug-In automatically become the sole property of Licensor, without attribution or compensation of any sort to the Licensee or end-user. Without limiting any other provision of this Agreement: Licensee agrees that all copyright, patent, trade secret and other intellectual property or ownership rights to such suggestions, customizations or enhancements, are hereby assigned to Licensor and shall remain the sole property of Licensor, in perpetuity.

9. COPYRIGHT AND PROPRIETARY INFORMATION

- a. Excepting any POWERSCHOOL® components determined to be the intellectual property of that system's owner, Licensor is the sole and exclusive owner of, and hereby reserves, all right, title, and interest in and to the Plug-In, including but not limited to all worldwide copyright, patent, trademark, trade secret and other proprietary rights relating thereto. Licensor's claim includes but is not limited to the compilation of the Licensed Software and of the Plug-In. In no case shall Licensee or any end-user be considered a joint author or owner of the Plug-In.
- b. Licensee acknowledges that the Plug-In may contain Licensor's trade secrets and that, in any event, the Plug-In constitutes valuable confidential property of Licensor, the disclosure or misappropriation of which would cause irreparable harm to Licensor.
- c. Licensee's obligation to maintain the confidentiality of Licensor's trade secrets shall survive termination of this Agreement, and shall be perpetual.
- d. Except as otherwise provided in this Agreement, Licensee shall not cause or permit copying, reproduction or disclosure of the Plug-In, or cause or permit the delivery, performance, display or distribution of any part thereof to any third person or entity, for any purpose whatsoever, without the prior written consent of Licensor.

10. LIMITED WARRANTY; LIMITED LIABILITY

- a. LICENSEE ACCEPTS THE PLUG-IN "AS IS" AND "AS AVAILABLE." LICENSOR DISCLAIMS ALL REPRESENTATIONS, WARRANTIES OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS. LICENSOR DOES NOT REPRESENTATION ADOPT **ANY** OR WARRANTY OF **ANY** MANUFACTURER, SUPPLIER OR MERCHANT OF ANY INFORMATION, PRODUCT OR SERVICE, INCLUDING BUT NOT LIMITED TO THIRD-PARTY SOFTWARE. LICENSOR DOES NOT WARRANT THAT ERRORS IN THE PLUG-IN WILL BE CORRECTED.
- b. USE OF THE PLUG-IN IS AT THE USER'S OWN RISK. UNLESS OTHERWISE EXPRESSLY SPECIFIED, LICENSOR, ITS PRINCIPALS, EMPLOYEES OR AGENTS SHALL NOT BE LIABLE TO LICENSEE OR TO ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, PERSONAL INJURY, PRIVACY OR DATA BREACH, DAMAGES FOR LOST REVENUE, LOST OR DAMAGED DATA OR OTHER COMMERCIAL OR ECONOMIC LOSS, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER THEORY OF LIABILITY, ARISING OUT OF USE OF THE PLUG-IN OR ANY CONSEQUENCES FLOWING, DIRECTLY OR INDIRECTLY, THEREFROM. IN NO EVENT SHALL LICENSOR BE LIABLE FOR HARDWARE OR SOFTWARE PROBLEMS DUE TO INTERFACING OF THE PLUG-IN WITH LICENSEE'S EXISTING HARDWARE OR SOFTWARE. LICENSOR SHALL NOT BE LIABLE FOR DAMAGES RESULTING FROM THE IMPROPER OR INCORRECT USAGE OR OPERATION OF THE PLUG-IN BY LICENSEE, ITS EMPLOYEES, OR ANY THIRD PARTIES. THE FOREGOING LIMITATIONS

SHALL APPLY EVEN IF LICENSOR HAS BEEN ADVISED OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGE OR LOSS. IN NO EVENT WILL THE AGGREGATE LIABILITY OF LICENSOR AND ITS REPRESENTATIVES FOR ANY DAMAGES OR CLAIMS ARISING OUT OF OR RELATING TO USE OF THE PLUG-IN, WHETHER IN CONTRACT, TORT, OR OTHERWISE, EXCEED THE TOTAL LICENSE FEE LICENSEE HAS PAID TO LICENSOR UNDER THIS AGREEMENT. THIS SECTION WILL SURVIVE AND APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

- c. LICENSEE ACKNOWLEDGES THAT IT HAS READ THE FOREGOING DISCLAIMERS OF WARRANTY AND LIMITATION OF LIABILITY AND UNDERSTANDS THAT LICENSEE ASSUMES THE ENTIRE RISK OF USE OF THE PLUG-IN.
- d. SOME STATES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES AND/OR LIABILITIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. THIS AGREEMENT GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE.
- 11. **REMEDIES** Licensor's entire liability and Licensee's exclusive remedy for any claim arising under this Agreement shall be delivery of a replacement copy of the Plug-In that is free of defects in materials or workmanship.
- 12. COMPLIANCE WITH LAWS; EXPORT RESTRICTIONS Licensee agrees to use the Plug-In only in accordance with all applicable laws, regulations and statutes, worldwide. This includes, without limitation, privacy and data security laws. Licensee warrants and represents that Licensee does not intend to, and will not, directly or indirectly, export or transmit the Plug-In to any country in violation of United States export restrictions.
- 13. **INDEMNITY** Licensee agrees fully to defend and indemnify Licensor where applicable by law from any and all third party claims, liabilities, settlements, judgments, awards, costs and expenses (including reasonable attorney fees) related to Licensee's use of the Plug-In and/or Licensee's violation of any of the terms or conditions of this Agreement. Without limitation, this indemnity of Licensor includes and extends to any and all claims, liabilities, settlements, judgments, awards, costs and expenses (including reasonable attorney fees) arising from Licensee's use of POWERSCHOOL® and/or Licensee's violation or alleged violation of any POWERSCHOOL® terms or conditions.

14. MISCELLANEOUS TERMS

- a. Licensee agrees to execute any and all documents reasonably necessary in order to effectuate the purposes and intent of this Agreement, including but not limited to documents affirming the authority to bind Licensor of the individual who executed this Agreement.
- b. This Agreement is the entire agreement between the Parties and supersedes all prior written or oral agreements between the Parties relating to the subject matter hereof. No amendment to this Agreement shall be binding or enforceable unless reduced to a writing executed by the Parties. If any portion of this Agreement is found to be

- void or unenforceable, the remaining portion shall be enforceable with the invalid portion removed, giving all reasonable construction to permit the essential purposes of the Agreement to be achieved. The Parties' various rights and remedies hereunder shall be construed to be cumulative.
- c. Nothing contained in this Agreement shall be construed to require the commission of any act contrary to law. Captions and headings used in this Agreement are for purposes of convenience only and shall not be deemed to limit, affect the scope, meaning or intent of this Agreement, nor shall they otherwise be given any legal effect.
- d. All sections of this Agreement, which by their nature should survive termination, shall survive termination, including, but not limited to, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.
- e. Licensee hereby acknowledges that Licensee has read this agreement, understands it and agrees to be bound by its terms and conditions.
- f. The individual executing this agreement personally affirms, warrants and represents that he/she has authority to bind Licensee to this Agreement, and understands that Licensor is relying upon such affirmation, warranty and representation.

MARCIA BRENNER ASSOCIATES, LLC	Board of Education of Township High School, District NO. 225, Cook County, IL
Alicia Ohnstad	
By: Alicia Ohnstad Title: President	By (please print): Title: