### **Appendix E: Sample Contract Terms**

The following terms will be included in the final contract with the selected vendor. These are provided for informational purposes and are non-negotiable district requirements.

#### **Term and Renewal**

1. Initial contract term shall be for three (3) years from the date of system acceptance.
2. District shall have the option to renew for two (2) additional one-year terms.
3. Pricing for optional renewal years must be specified in the proposal and shall not increase by more than 3% annually.

#### **Acceptance Criteria**

1. System will be deemed accepted when all of the following conditions have been met:
   * All contractually required features are fully functional
   * System performs according to agreed-upon performance metrics
   * Data migration is complete and verified for accuracy
   * User acceptance testing is completed without critical issues
   * Training has been provided to all designated staff
2. District shall have 30 days to test the system before final acceptance.
3. Acceptance may be conditional based on resolution of non-critical issues.

#### **Service Level Agreement**

1. System uptime requirement of 99.9%, measured monthly excluding scheduled maintenance.
2. Scheduled maintenance must be performed during non-school hours and with 7 days advance notice.
3. Emergency maintenance requires notification to designated district contact.
4. Response time requirements:
   * Critical issues: 1 hour response, 4 hour resolution plan
   * High priority: 4 hour response, 8 hour resolution plan
   * Medium priority: 8 hour response, 3 business day resolution plan
   * Low priority: 24 hour response, 10 business day resolution
5. Financial penalties for failure to meet SLA requirements will be specified in the final contract.

#### **Data Ownership and Privacy**

1. All district data remains the sole property of Woodland Heights School District.
2. Vendor shall not use district data for any purpose other than providing the contracted services.
3. Vendor shall not share district data with third parties without explicit written permission.
4. Vendor must comply with all applicable data privacy laws and regulations.
5. Vendor must provide data export capabilities throughout the contract term.
6. Upon contract termination, vendor must return all district data in an agreed-upon format and certify deletion from vendor systems.

#### **Warranty and Support**

1. Vendor warrants that the system will perform as specified in the RFP response.
2. Vendor will provide technical support according to the SLA throughout the contract term.
3. All updates and bug fixes will be provided at no additional cost.
4. District shall receive all new features and enhancements released during the contract term.
5. Vendor shall maintain a help desk accessible by phone and email during district business hours.

#### **Termination**

1. District may terminate the contract for convenience with 90 days written notice.
2. District may terminate for cause with 30 days written notice if vendor fails to meet contractual obligations.
3. In the event of termination, vendor shall provide transition assistance for up to 180 days at the contracted rate.

#### **Payment Terms**

1. Initial implementation fees will be paid according to the following schedule:
   * 25% upon contract signing
   * 25% upon completion of system configuration
   * 25% upon completion of data migration
   * 25% upon system acceptance
2. Annual subscription/license fees will be paid annually in advance.
3. Payment terms are Net 30 from receipt of correct invoice.

#### **Insurance Requirements**

Vendor shall maintain and provide proof of:

1. Commercial General Liability: $2,000,000 per occurrence
2. Technology Errors & Omissions: $5,000,000 per claim
3. Cyber Liability: $5,000,000 per claim
4. Workers' Compensation: As required by state law
5. Automobile Liability: $1,000,000 combined single limit