

TransACT Parent Notices Subscription - Annual Renewal: PO Due On or Before **10/31/2019**

Subject: RENEWAL NOTICE

Dear,

Congratulations! Your TransACT Service(s) is renewing on 10/31/2019. We appreciate the opportunity to continue to serve you and your community. We value you as a customer and are honored to help you stay in compliance with your parent communication requirements.

As a reminder, all updates to the TransACT Parent Notification Collections are included with your annual subscription.

Each year, you save thousands of dollars in translation and hosting costs with your Parent Notices subscription:

- Access to required or frequently used parent notifications. Written by experts in education programs
- Provides evidence of implementation during state/federal monitoring visits
- Pre-translated into priority language(s)
- Timely updates after federal guidance changes in requirements
- Unlimited, district-wide access

If you elect to terminate this agreement, for any reason, per the binding [Terms of Use](#) that your district agreed to upon providing an initial purchase order, we must receive your official signed, written notice no later than thirty (30) days prior to the expiration of the Initial Term or any Automatic Renewal Term . Payment will be required in full by your subscription end date.

Thank you for choosing TransACT for your parent notification needs! Please review and complete the information on the page(s) below.

Sincerely,

Jamie Osgoodby

National Account Manager

TransACT Communications, LLC

5105 200th Street SW, Suite 200, Lynnwood, WA 98036

425-977-2115 | 425-776-3377

jamie@transact.com | www.transact.com



TransACT Communications, LLC

Renewal Notice

To TransACT Communications, LLC
ATTN: Business Services
FAX: (425) 776-3377

Date: 10/24/2019
Due Date: 10/31/2019
TransACT Tax ID Number: 47-5313048

Annual Subscription Renewal Form

TRANSACT® COMPLIANCE AND TRANSLATION E-LIBRARY

Please complete this form to renew your subscription. **This is not an invoice.**

- Complete page 2 of this form (eSignature, Date, and Purchase Order number)
- Once completed, click "Done" at the bottom of the page to submit your renewal
- Once submitted, you will receive a pop-up, confirming successful submission and be given the option to download the renewal notification for your records
- You can also download and send the completed renewal letter form and scanned PO to accounting@transact.com

Product	Renewal Price
TransACT® Parent Notices ESSA Collection in 6 Languages, GenEd Collection in 21 Languages	\$6,000

Total \$6,000

Name:

Title:

District: Boone County School District

Address:

City:

State:

Zip:

Signature:

Date:

Purchase Order Number:



TransACT Communications, LLC

5105 200th Street SW, Suite 200, Lynnwood, WA 98036-6397 T 425.977.2100 F 425.776.3377 E info@transact.com W www.transact.com



**Boone
County
Schools**

8330 U.S. Highway 42
Florence, KY 41042
Phone: 859-283-1003
Fax: 859.282.2376
www.boone.kyschools.us

Randy J. Poe, Ed.D.
Superintendent of
Schools

**Boone County
Board Of Education:**

Maria Brown, Ph.D.

Karen Byrd

Troy Fryman

Matt McIntire

Julia Pile

*The Boone County
Board of Education
provides equal
employment and
educational
opportunities.*

11/1/2019

TransACT Communications, LLC
5105 200th Street SWE, Suite 200
Lynnwood, WA 98036

Dear Sir,

Boone County Board of Education of Florence, KY will need the following non-appropriations clause added to the Terms of Use Agreement of this contract with TransACT Communications, LLC prior to entering into this contract. If you agree to the formal addendum for non-appropriation or renewal, please have the CFO of your company sign and date below.

Thank you for your prompt attention to this matter.

Sincerely,

Jehan Ghouse

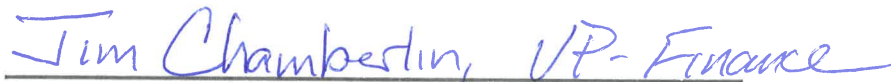
Purchasing Administrator

NON-APPROPRIATION OR RENEWAL: If either sufficient funds are not appropriated to make contracted Payments or any other amounts due under this Agreement or (to the extent required by applicable law) this Agreement is not renewed, this Agreement shall terminate and Boone County Board of Education shall not be obligated to make contracted Payments under the Agreement beyond the then-current fiscal year for which funds have been appropriated.

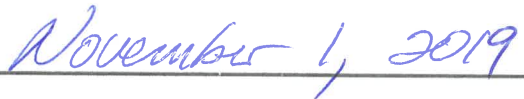
TransACT Communications, LLC



Signature by



Printed Name and Title



Date

Boone County School District (KY)

Signature by

Printed Name and Title

Date

ESSA went into full implementation last school-year. This year, districts are preparing for state monitoring visits regarding ESSA Compliance.

[Read about how TransACT Parent Notices helped this school district by clicking here >](#)

[LOGIN / REGISTER](#)[Contact Us](#)

Terms of Use Agreement

These Terms of Use were last updated on, and are effective as of, February 15, 2017.

PLEASE READ THE FOLLOWING TERMS OF USE CAREFULLY BEFORE USING THIS SITE OR THE SERVICES AVAILABLE THROUGH THIS SITE. ALL USERS OF THIS SITE AND THE SERVICES AGREE THAT SUCH ACCESS TO AND USE IS SUBJECT TO THESE TERMS OF USE AND OTHER APPLICABLE LAW. IF YOU DO NOT AGREE TO THESE TERMS OF USE, PLEASE DO NOT USE THIS SITE OR THE SERVICES.

These Terms of Use (the "Agreement" or the "Terms of Use") are set forth by TransACT Communications, LLC, a Delaware Limited Liability Company ("TransACT") as its agreement with an authorized user or customer (each a "CUSTOMER") of the Service (as defined below) available through this Site (it being understood and agreed that the term "CUSTOMER" as used herein shall include any representatives and affiliates of CUSTOMER that access the Service), and that the provisions of this Agreement shall be binding upon CUSTOMER.

CUSTOMER understands and agrees that by submitting an Order Form, Proposal, Faxback or Invoice that references this Agreement or subsequently accessing the Service Materials (defined below), CUSTOMER consents to these Terms, and

creates a binding legal agreement with TransACT that governs CUSTOMER'S access to and use of TransACT's proprietary Internet- based resources. Any individual entering into this Agreement on behalf of a business entity or organization or other legal entity, represents they have the authority to bind such entity and its affiliates to these Terms.

TERM.

This Agreement shall become effective on the date that CUSTOMER first accesses the Service (the "Effective Date") and shall remain in effect for twelve (12) months thereafter (the "Initial Term"). The Agreement shall automatically renew for additional periods equal to the expiring subscription term, no less than twelve (12) months (each an "Automatic Renewal Term") unless and until terminated as set forth below.

SUBSCRIPTION FEE.

CUSTOMER shall pay to TransACT an annual Subscription Fee for the Service. The annual Subscription Fee is based on Services and Service Materials and not actual usage. The annual Subscription Fee for the Initial Term shall be paid in full to TransACT no later than thirty (30) business days after the Effective Date. CUSTOMER's payment obligations are non-cancelable and payments are non-refundable.

Unless invoiced and collected by TransACT by legal obligation, CUSTOMER is responsible for the payment of all applicable local, state, and federal taxes arising in connection with this Agreement; including but not limited to all privilege, value-add, use, and/or sales taxes.

TransACT reserves the right to increase the annual Subscription Fee for any Automatic Renewal Term(s) upon sixty (60) days written notice to CUSTOMER prior to the expiration of the then current term. The Subscription Fee for Automatic Renewal Terms shall be invoiced to CUSTOMER thirty (30) days prior to the expiration of the then current term, and shall be paid in full to TransACT prior to commencement of the Automatic Renewal Term. CUSTOMER is responsible for promptly providing complete and accurate billing and contact information, including changes to such information.

In the event that CUSTOMER fails to timely pay any Subscription Fee when due (including the Initial Payment), late interest at the rate of 1.5% per month, compounding monthly, or the maximum rate permitted by law, whichever is lower, will accrue on any outstanding balance. If the Subscription Fee is thirty (30) days or more past due, CUSTOMER shall be deemed to be in breach of this Agreement and TransACT may accelerate CUSTOMER's obligations to become immediately due and payable and suspend Services until paid in full.

Notwithstanding anything to the contrary herein, TransACT shall have the right to pursue any and all rights and remedies available to it pursuant to this Agreement and under applicable law.

FREE TRIAL.

CUSTOMER may register for a free trial where one or more Services will be made available on a trial basis, free of charge, until the earlier of (a) the end of the trial period, (b) the Effective Date of the annual Subscription, or (c) termination by TransACT at its sole discretion. Any CUSTOMER documents and data generated during the trial period will be permanently deleted unless CUSTOMER purchases an annual Subscription to the same Service.

OUR RESPONSIBILITY.

TransACT will use reasonable efforts to make Services available to CUSTOMER on a 24 hours a day, 7 days a week basis.

TransACT will maintain reasonable technical safeguards for the protection of CUSTOMER documents and data. Those safeguards include, but are not limited to, availability of storage, measures for regular backup, authorized access and administrative confidentiality by TransACT when providing Services.

The above apply to this Agreement subject to: (a) planned downtime, (b) unforeseeable interruptions in Service or interruptions due to circumstances beyond TransACT's reasonable control (e.g., acts of God, acts of governments, acts of law, natural disasters, and internet service provider failures), and (c) the disclaimers and other limitations set forth elsewhere in this Agreement.

PERMITTED USE.

Subject to CUSTOMER'S compliance with all terms and conditions of this Agreement, TransACT grants CUSTOMER a limited, nontransferable, and

nonexclusive license to access and use the TransACT proprietary Internet-based resource (individually or collectively, the "Service"), which provides access to a variety of resources which may include multilingual No Child Left Behind (NCLB) parent notices; multilingual IDEA parent notices; multilingual Section 504 parent notices; documents in English and selected foreign languages for School Site Administration, Health and Medical, National School Lunch Programs, and Special Services; accountability and compliance materials and publications for use by school administrators; EduPortal® eLibrary; EduPortal® Paperless Board Meetings; TransACT® Civil Rights Essentials™ ; ActPoint®KPI Performance Management Systems; ActPoint® RoadMaps (collectively, the "Service Materials").

CUSTOMER agrees that annual Subscription Fees for Services and any related payments are not contingent on delivery of future functionality or features, or dependent on any oral or written public comments made by TransACT regarding future functionality or features.

Under this license, CUSTOMER and its employees, agents, representatives, and members (individually or collectively, the "Permitted Users") may access and use the Service, and may print, photocopy, and distribute print versions / hard copies of the Service Materials for use by CUSTOMER (provided that TransACT's copyright statement shall be included on all such copies), solely for non-commercial purposes including school administration, communications, compliance, document and information management, and similar activities in furtherance of CUSTOMER'S educational mission, in compliance with all applicable laws and regulations, any copyright, trademark, and other proprietary rights of TransACT or third parties, and the terms and conditions of this Agreement (the "Permitted Use").

RESTRICTIONS.

CUSTOMER shall use the Service Materials only for the Permitted Use.

CUSTOMER shall not sell, rent, lease, license, sub-license, transfer, disclose or distribute the Service Materials to anyone other than a Permitted User without TransACT's express written consent. CUSTOMER is prohibited from copying or distributing the Service Materials to a computer, LAN/WAN, Internet-based or other electronic system owned or operated by someone other than a Permitted User.

PROPRIETARY RIGHTS.

TransACT®, TransACT® NCLB Parent Notifications, TransACT® IDEA Parent Notifications, TransACT® Section 504 Compliance Collection, TransACT® GenEd Parent Notifications, TransACT® Free & Reduced-Price Meals Parent Notifications, TransACT® RoadMap, EduPortal® eLibrary, EduPortal® Paperless Board Meetings; TransACT® Civil Rights Essentials™ ; ActPoint® KPI Performance Management Systems; ActPoint® RoadMaps are trade/service marks registered to TransACT. The absence of a product, service/trade mark, or logo on Service Materials offered but not listed herein does not constitute a waiver of TransACT's rights with respect to such Materials. CUSTOMER acknowledges and agrees that no title to TransACT intellectual property is transferred under this Agreement. TransACT retains all right, title, and interest in and to all Service Materials.

PROTECTION OF TransACT INTELLECTUAL PROPERTY.

Upon expiration or termination of this Agreement, or upon CUSTOMER'S breach of a material term of this Agreement (including CUSTOMER'S failure to timely pay its Subscription Fee), CUSTOMER shall immediately cease all use of the Service Materials. Unauthorized use of the Service Materials (including but not limited to modifications and derivatives of the Service Materials, or use of the Service Materials or any other TransACT copyrighted material in CUSTOMER or third-party documents in CUSTOMER'S possession) shall constitute a violation of state and federal copyright and/or trademark laws. TransACT shall prosecute violators to the full extent of the law.

CONTACT FOR ALLEGED COPYRIGHT INFRINGEMENT.

TransACT respects the intellectual property rights of others and it is our policy (i) to block access to or remove postings or other content that it believes in good faith infringes the copyrights of third parties, and (ii) to remove and discontinue service to repeat infringers. If CUSTOMER believes that any content contained within the Service Materials has been wrongfully copied or distributed, it shall notify TransACT at the following email address: monica@transact.com.

SERVICE INFORMATION ERRORS.

Although TransACT strives at all times to maintain the accuracy of information maintained or made available through the Service, including service details, occasionally information errors may occur on the Service. Some information made

available through the Service is obtained or compiled from publicly available sources, including state and federal government sources, that we believe to be reliable, but the accuracy of which we ultimately do not have any control over and for which TransACT disclaims any responsibility.

PUBLIC FORUMS AND INAPPROPRIATE USER CONDUCT ON PLATFORM.

We may offer chat rooms, blogs, message boards, bulletin boards, or similar public forums or communications tools through the Service where Authorized Users can communicate. Harassment in any manner or form on the Service, including via email, chat, or by use of obscene or abusive language, is strictly forbidden. Impersonation of others, including a TransACT employee, host, or representative, as well as other members or users of the Service is prohibited. You may not upload to, distribute, or otherwise publish through the Service any content which is libelous, defamatory, obscene, threatening, invasive of privacy or publicity rights, abusive, illegal, or otherwise objectionable which may constitute or encourage a criminal offense, violate the rights of any party or which may otherwise give rise to liability or violate any law. You may not upload commercial content on the Service.

RESPONSIBILITIES AND DISCLAIMERS CONCERNING USER POSTED CONTENT AND COMMUNICATIONS.

We do not assume any responsibility for materials posted to or created by CUSTOMER or other Authorized Users accessing the Service, and we are not in any manner responsible for the content of such user postings, communications and materials. You acknowledge that by providing you with the ability to access the Service and to communicate with other Authorized Users through the Service, we are merely acting as a passive conduit for such distribution or communications and are not undertaking any obligation or liability relating to any user-generated communications or content or activities on the Service. However, TransACT reserves the right to block or remove communications or materials that it becomes aware of that it determines to be (a) abusive, defamatory, or obscene, (b) fraudulent, deceptive, or misleading, (c) in violation of a copyright, trademark or other intellectual property right of another, or (d) offensive or otherwise unacceptable to TransACT, in its sole discretion.

You are solely responsible for any content posted by you or communications made by you through the Service and the consequences of such postings or

communications, and you agree to hold TranACT harmless from any liability to or claims by third parties as a result of such use and communications. In furtherance of the foregoing, you agree that you will not: (a) communicate or submit material that is copyrighted, protected by trade secret or otherwise subject to third party proprietary rights, including privacy and publicity rights, unless you are the owner of such rights or have permission from the rightful owner to post or communicate the material; (b) knowingly publish or communicate falsehoods or misrepresentations that could damage us or any third party; (c) submit or communicate material that is unlawful, obscene, defamatory, libelous, threatening, pornographic, harassing, hateful, racially or ethnically offensive, or encourages conduct that would be considered a criminal offense, give rise to civil liability, violate any law, or is otherwise inappropriate; or (d) use the Service to post or communicate what would reasonably be considered to be spam messages or communications. We reserve the right to remove, edit or not publish or communicate any content submitted by any Authorized Users that violate these Terms.

DISCLAIMER AND LIMITATION OF LIABILITY.

TransACT's proprietary Internet-based resource is an Internet information management tool. TransACT has no control over and assumes no responsibility or liability for the reliability or accuracy of the information. CUSTOMER is hereby notified that there is necessarily a delay between the time information changes and the time TransACT updates the Service Materials. THE SERVICE MATERIALS ARE PROVIDED "AS IS." TransACT MAKES NO, AND DISCLAIMS ANY AND ALL, REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICE MATERIALS, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR USE. IN NO EVENT SHALL TransACT BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF INCOME, PROFITS, REVENUE, USE, DATA, OR INFORMATION ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, TransACT DOES NOT WARRANT THAT FUNCTIONS CONTAINED IN THE SERVICE WILL MEET CUSTOMER'S REQUIREMENTS OR THAT THE OPERATION OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE OR THAT THE SERVER(S) THAT MAKES THE SERVICE AVAILABLE ARE FREE OF VIRUSES OR

OTHER HARMFUL COMPONENTS. THE COMPANY DOES NOT MAKE ANY WARRANTIES OR REPRESENTATIONS REGARDING THE USE OF THE INFORMATION ACCESSIBLE THROUGH THIS PLATFORM IN TERMS OF THEIR CORRECTNESS, ACCURACY, ADEQUACY, USEFULNESS, TIMELINESS, RELIABILITY OR OTHERWISE OR THE RESULTS THAT YOU MAY OBTAIN FROM THE USE OF ANY SUCH INFORMATION. TransACT ALSO DOES NOT WARRANT THAT THE THAT ANY ACCESSIBLE DATA OR OTHER INFORMATION AVAILABLE THROUGH THE SERVICE WILL BE ERROR FREE. TransACT MAKES NO CLAIM TO RENDER LEGAL, POLICY, OR OTHER ADVICE OR SERVICES. IF LEGAL ADVICE OR OTHER EXPERT ASSISTANCE IS REQUIRED, THE SERVICES OF A COMPETENT PROFESSIONAL SHOULD BE SOUGHT. UNDER NO CIRCUMSTANCES WILL TransACT's LIABILITY EXCEED THE AMOUNTS PAID BY THE CUSTOMER FOR THE THEN CURRENT SUBSCRIPTION TERM UNDER THE TERMS OF THIS AGREEMENT. ALL PARTIES SHALL BE RELEASED FROM LIABILITY AND HELD HARMLESS IF UNABLE TO PERFORM UPON THIS AGREEMENT DUE TO WAR, RIOT, ACTS OF GOD, OR OTHER MATTERS OUTSIDE THE CONTROL OF SUCH PARTY.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING CUSTOMER ACKNOWLEDGES AND AGREES THAT TransACT IS NOT RESPONSIBLE OR LIABLE FOR CONTENT ADDED, OR POSTED, TO THE SERVICE OR THE SERVICE MATERIALS BY A THIRD-PARTY, BY CUSTOMER OR BY ANY OTHER AUTHORIZED USER.

TERMINATION.

TransACT or CUSTOMER may terminate this Agreement for any reason upon written notice to the other no sooner than sixty (60) days, but not later than thirty (30) days, prior to the expiration of the Initial Term or any Automatic Renewal Term. Upon Termination, TransACT may, in its sole discretion, request CUSTOMER'S Chief Executive Officer or Superintendent to verify in writing that all Service Materials in CUSTOMER'S possession have been returned to TransACT or destroyed. CUSTOMER may request a file of their uploaded documents or data within thirty (30) days of termination. There will be a fee for this service. TransACT has no obligation to maintain or provide CUSTOMER documents or data and will thereafter delete or destroy sixty (60) days after termination.

REFUNDS.

No refunds shall be given once CUSTOMER has accessed the Service Materials. Subscription Fees paid by credit card cannot be disputed once CUSTOMER has accessed the Service Materials.

TransACT reserves the right to refuse access to anyone prior to entering into a use agreement. A CUSTOMER that has paid an annual Subscription Fee(s) and is then terminated or cancelled by TransACT for a reason other than CUSTOMER's breach, TransACT shall pay a full or prorated refund (based on the remaining period of the then Subscription Term) of the paid subscription fee.

NOTICES.

All notices under this Agreement shall be in writing and shall be deemed given when delivered personally, or sent by certified or registered U.S. mail or nationally- recognized express courier, return receipt requested. If to TransACT, at the following address:

TransACT Communications, LLC
Attn: Business Services
5105 200th Street SW, Suite 200
Lynnwood, WA 98036-6397

Unless directed otherwise in writing by CUSTOMER, TransACT shall send all notices to CUSTOMER to CUSTOMER'S billing address or last registered email address.

GOVERNING LAW, DISPUTE RESOLUTION AND VENUE.

This Agreement shall be governed by and construed under the laws of the State of Washington without regard to its conflicts of law principles. The failure of either party to exercise any right provided in this Agreement shall not be deemed a waiver of any other right contained herein. Neither party may bring a lawsuit or other formal legal proceeding for a dispute arising pursuant to or in connection with this Agreement without first making a good faith effort to resolve the dispute through mediation before a third-party neutral mediator trained or certified as such. Unless otherwise agreed to in writing by the parties, any such mediation shall be held in the city where the responding party's main office is located. The parties agree to share equally the cost of mediation; provided, however, that each

party shall pay their own attorney fees and costs. In the event that the parties are unsuccessful in resolving the dispute through mediation, a lawsuit may be filed. The exclusive jurisdiction and venue for any such lawsuit shall be a court of competent jurisdiction located in King County, Washington. CUSTOMER hereby consents to the exclusive jurisdiction and venue of the state and federal courts located in King County, Washington. The prevailing party in any such lawsuit shall be entitled to its reasonable attorney fees and costs.

MODIFICATION TO TERMS OR SERVICE.

TransACT reserves the right to modify the terms of this Agreement or the Service at any time. If we decide to modify this Agreement, we will note at the top of these Terms of Use the date of the last update, which should alert you to changes in these Terms of Use since your prior use of the Service. TransACT may also choose to notify CUSTOMER of any such modifications by other reasonable means. CUSTOMER'S continued use of the Services after any such notification or posting of any new date of the then last update shall constitute CUSTOMER's consent to such updated Terms of Use.



Solutions

ESSA Preparedness
Parent Notices and Communication Compliance
Non-Academic Performance Measurement
School Board Management
After-School Program Management
Custom Parent Engagement Management
Event and Activity Ticketing

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