

**TOWN OF WEYMOUTH**

**IN COUNCIL**

ORDER NO. 23 128

OCTOEBR 12, 2023

INTRODUCED: MAYOR

**REQUEST TO ENTER A 5 YEAR CONTRACT  
TEACHER EVALUATION AND PROFESSIONAL DEVELOPMENT**

Upon request of his Honor, Mayor Hedlund, the Town of Weymouth, through the Weymouth Town Council approved authorization to enter into a 5-year contract for Teacher Evaluation and Professional Development Tracking Solution Software, commencing on July 1, 2024 pursuant to provisions of Massachusetts General Laws Chapter 30B, Section 12.

Passed in Council – November 13, 2023  
Presented to Mayor November 14, 2023  
A True Copy. Attest:

Approved 11/21/23  
Date

  
Kathleen A. Deree, Town Clerk

  
Mayor

YEAS: Abbott, Belmarsh, Burga, DiFazio, Happel, Heffernan,  
Kiely, MacDougall, Mathews, Molisse, Shanahan

NAYS: Abbott, Belmarsh, Burga, DiFazio, Happel, Heffernan,  
Kiely, MacDougall, Mathews, Molisse, Shanahan

ABSENT: Burga, Happel

*Town of Weymouth  
Massachusetts*


Robert L. Hedlund  
Mayor  
  
75 Middle Street  
Weymouth, MA 02189



Office: 781.340.5012  
Fax: 781.335.8184  
  
TTY: 781.331.5124

**MEMORANDUM**

23 128

**TO:** TOWN COUNCIL  
**FROM:** ROBERT L. HEDLUND, MAYOR   
**RE:** REQUEST TO ENTER INTO A 5-YEAR CONTRACT *for*  
**DATE:** OCTOBER 12, 2023 *Teacher Evaluation And Professional Development*

2023 OCT 12 AM 6:56

RECEIVED  
TOWN OF WEYMOUTH  
TOWN CLERK'S OFFICE

I submit the following measure for consideration by Town Council:

“That the Town be authorized to enter into a contract for ‘Teacher Evaluation and Professional Development Tracking Solution Software’ for a term of five (5) years, commencing on July 1, 2024 pursuant to the provisions of Massachusetts General laws Chapter 30B, Section 12.”

***Town of Weymouth  
Massachusetts***

Robert L. Hedlund  
Mayor

75 Middle Street  
Weymouth, MA 02189



Office: 781.340.5012  
Fax: 781.335.8184

[www.weymouth.ma.us](http://www.weymouth.ma.us)

449.58 S20

**CONTRACT BETWEEN THE  
TOWN OF WEYMOUTH AND  
Scenario Learning, LLC  
D/B/A Vector Solutions**

The Town of Weymouth, acting by and through its duly authorized Mayor, ("Town"), with a principal place of business at 75 Middle Street, Weymouth, Massachusetts 02189, and **Scenario Learning, LLC; D/B/A Vector Solutions** ("Vendor"), with a principal place of business at 4890 W. Kennedy Boulevard, Suite 300, Tampa, FL 33609 make this contract beginning on **July 1, 2021** for the provision of services under the following terms and conditions.

1) ***Description of Services to be Provided.*** The Vendor will provide to the Town the following services: **Teachpoint Evaluation and Professional Development Tracking Solution Software.**

2) ***The Contract Sum.*** The Town agrees to pay the Vendor in an amount not to exceed:

<b>FY22 (7/1/21-6/30/22)</b>	<b>FY23 (7/1/22-6/30/23)</b>	<b>FY24 (7/1/23-6/30/24)</b>
<b>\$19,823.75</b>	<b>Not to exceed 3% increase Per user account</b>	<b>Not to exceed 3% increase Per user account</b>

**Pending Fiscal Year Appropriations for the purchased supplies based on user enrollment.**

3) ***Duration of this Contract.*** The term of this contract shall be from the date above until **June 30, 2024.**

4) ***Time for Performance of Services.*** Time is of the essence for the provision of all services made under this contract. The Vendor shall commence work under pursuant to the Vector Solutions TeachPoint Software as a Service Client Agreement attached hereto and incorporated herein for reference ("Client Agreement").

5) ***Enumeration of Contract Documents.*** The following list of documents form the entire agreement between the Town and Vendor and are fully a part of the contract as if attached to this document or repeated herein:

- a. Amendments, modifications, or other mutually agreed upon change orders;
- b. This Contract;
- c. Vector Solutions TeachPoint Service Client Agreement
- d. The Vendor's response to the Town's bid solicitations including the above referenced Client Agreement;
- e. Certificates of insurance;
- f. Certificate of corporate vote, or other authorization to act; and
- g. Certificate of corporate status or proof of legal organizational status.

If a conflict arises between any of the documents listed above, the order of precedence shall be that language contained in the document higher in the list shall prevail over any conflicting document lower in the list of documents.

6) ***Designated Representatives.*** The Town designates **Alyssa Bosse'-MCPPO, Finance Manager** and **John MacLeod – CPO** and the Vendor designates **David Brown, Assistant Secretary and Chief Sales Officer**, as their authorized representatives to provide approvals, directives, and permissions including changes, and to receive notices or other communications under this contract at the addresses stated above.

7) ***Manner in which the Vendor Shall be Paid by the Town.*** The Vendor shall submit an invoice to the designated billing office of the Town with any reasonable supporting documentation or information requested by the Town, such as, for example, but without limitation, the value of the services performed. Upon satisfactory review of said invoice and documentation, the Town shall promptly remit payment to the Vendor.

8) ***Required Insurance.*** The Vendor shall maintain the following required insurance coverage.

- a. General Comprehensive Liability in the amount of \$1,000,000 for each occurrence and \$3,000,000 in the aggregate;
- b. Automobile Liability (applicable for any vendor/consultant who has an automobile operating exposure) in the amount of \$1,000,000 for bodily injury and property damage per accident;
- c. Workers' Compensation and Employer's Liability in the amount as may be required by Massachusetts General Laws Chapter 152; and
- d. Umbrella Liability of \$2,000,000 for each occurrence and \$2,000,000 in the aggregate.

The Vendor shall name the Town as an additional insured under all insurance coverages required by this contract, with the exception of workers' compensation insurance. The Vendor shall further provide the Town with a copy of the current additional insured endorsement page reflecting that the Vendor added the Town as an additional insured for each insurance policy to which the Vendor added the Town.

The Town and Vendor acknowledge that the types of insurance and coverage limits listed herein are the minimum necessary for the Town to award this contract to the Vendor.

The Vendor shall maintain the listed insurance coverage throughout the duration of this contract. If, at any time while this contract is in effect, any of the listed insurance coverages should lapse, the Vendor shall immediately notify the Town. Within thirty (30) days of any such lapse, the Vendor shall provide the Town with new certificates of insurance coverage.

9) ***Degree of Care Owed by the Vendor.*** The Vendor represents that it will perform its services for the Town using the degree of care and skill ordinarily exercised consistent with the standards applicable to persons performing similar services under similar conditions and circumstances in the same or nearby locality.

10) ***Non-assignability of this Agreement.*** The Vendor shall not delegate, assign, or transfer its duties or interests in this contract without the prior, express written consent of the Town. If the Town approves assignment, this contract shall be binding upon the Vendor's assigns, transferees, and successors in interest. Notwithstanding the foregoing, Vendor may freely assign or transfer any or all of its right without Town consent to an affiliate, or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets.

11) ***Contract Modification or Amendment.*** The Town and Vendor may modify or amend this contract from time to time, but only in writing by a prior, specific authority duly executed by both the Town and Vendor, as of the date of the amendment.

12) ***Non-Waiver.*** Neither the Town nor Vendor shall construe the failure of the other to enforce at any time any contract provisions as a waiver of the right of other to enforce any contract provision.

13) ***Prevailing Statutory Authority.*** The laws of the Commonwealth of Massachusetts and the Code of Ordinances, Town of Weymouth, Massachusetts govern the validity, interpretation, construction, and performance of this contract. The Town and Vendor agree that this contract shall be construed to include all terms required to be included by Massachusetts General Laws, or any other laws, as though such terms were set forth in full. Any dispute arising out of or relating to this contract, if brought, shall only be brought in Norfolk County, Massachusetts.

14) ***Vendor's Obligation to Comply with Existing Laws.*** The Vendor warrants that it will comply with all applicable laws, regulations or ordinances affecting the successful completion of the contract, including but not strictly limited to laws, regulations, or ordinances related to public bidding, procurement, municipal finance, tax, labor law, reporting of employees and contractors, withholding and remitting child support payments, and prevailing wage laws.

The Vendor represents and warrants that it does not discriminate on the grounds of race, color, religious creed, national origin, ancestry, sex, gender identity, homelessness, age, inquiry as to a criminal record, handicap disability, mental illness, retaliation, sexual harassment, sexual orientation, genetics, and active military service. The Vendor shall comply with all applicable

laws, ordinances, rules, regulations, and orders pertaining to the protection of work, property, person, and employees.

15) **Termination.** In case of a written termination by the Town with cause, the Vendor shall cease performing all services under this contract, with the exception of any work, in the opinion of the Town, necessary to bring the work in progress to a reasonable and safe condition. The Vendor shall then submit a final bill based only on work actually performed.

16) **Indemnification.** The Vendor agrees, to the greatest extent permitted by law and subject to the limits in the amount and types of coverage contained in Vendor's insurance policies identified in its Certificate of Insurance, a copy of which is attached hereto for reference, to defend, indemnify and hold harmless the Town, its agents, servants, employees, successors, heirs, executors, insurers, attorneys, administrators and all other representatives, of and from any and all claims, liabilities and actions for damages or other relief, whether sounding in contract, tort, or otherwise, to the extent proximately caused by or arising out of Vendor's negligence in performing the services purchased under this contract, including but not limited to incidents involving the Town's negligence. The Vendor's duty to defend shall immediately accrue and be owing upon the utterance of such a claim by any person or entity regardless of merit and shall not be dependent upon a finding of negligence or any other finding of fact at trial. The duty to defend shall be absolute and will include and shall not be defeated or in any way undermined by the utterance of claims not covered by this contract.

17) **Condition Precedent to Any Litigation.** If a disagreement arises from or relates to this contract or the services performed and as a condition precedent to the commencement of any litigation between them, the Town and Vendor agree to attempt to resolve any disagreement through direct negotiations between senior representatives of each party. If direct negotiations do not resolve the disagreement, the Town and Vendor agree to consider using mutually acceptable nonbinding alternative dispute resolution to resolve any disagreements without litigation.

18) **Effect of final payment.** The acceptance of final payment by the Vendor shall constitute a waiver of all claims against the Town by the Vendor arising under this contract.

19) **Materiality of Any Breach.** All words, clauses, terms, sentences, paragraphs, portions, parts, paragraphs, and sections of this contract are material. A breach by either the Town or Vendor shall not constitute an excuse by the other party to fail to fully perform all other words, clauses, terms, sentences, paragraphs, portions, parts, paragraphs, and sections of this contract.

20) **No Ambiguity.** All words, clauses, terms, sentences, paragraphs, portions, parts, paragraphs, and sections of this contract, and this contract as a whole, are unambiguous.

21) **No Presumption against Drafting Party.** The Town and Vendor agree that the rule of construction that any ambiguities are to be resolved against the drafting party will not be employed in any interpretation of this contract.

22) **Integration of this Contract.** This contract, including all attachments listed above, embodies the entire agreement between the Town and Vendor, and each acknowledges that the other made no inducements, promises, terms, conditions, or obligations other than those

expressly contained within the written terms of this contract. The written contract supersedes all prior agreements, understandings, or past practice between the Town and Vendor.

23) ***Severability.*** If any court of competent jurisdiction holds any portion of this contract to be illegal, invalid, or unenforceable, the Town and Vendor agree that any such order shall not affect any other remaining term, clause, phrase, paragraph, section, or provision and all shall remain in full force and effect.

24) ***No Third-Party Beneficiaries.*** There are no third-party beneficiaries to this contract.

25) ***The Vendor's Status as an Independent Contractor.*** The Vendor will act as an independent contractor and not as an employee or agent of the Town in performing the services required by the contract.

26) ***Non-Appropriation.*** The Town's obligation to make payments during any Town fiscal year succeeding the current fiscal year shall be subject to availability and appropriation of funds. The Town shall have the right to terminate the contract when whichever level of government—Federal, state, or local—fails to appropriate or otherwise make available funds to support continuation of performance of this contract in a subsequent fiscal year.

27) ***The Vendor's Contract Documents Subject to Public Records Law.*** The Vendor agrees that this contract, related purchase orders, related pricing documents, and invoices will be public documents, and may be available for public and private distribution in accordance with the Public Records Law, General Laws c. 66, *et seq.* The Vendor will provide the Town copies of any documents requested under this law at no charge to the Town or the requestor.

28) ***The Vendor's Contract Documents Subject to Audit.*** The Town shall have the right, at reasonable times, at a site designated by mutual agreement, to audit the books, documents, and records of the Vendor to the extent that the books, documents, and records relate to costs or pricing data for the contract. The Vendor agrees to maintain records that will support the prices charged and costs incurred for the contract. The Vendor shall preserve books, documents, and records that relate to costs or pricing data for the contract for a period of three (3) years from date of final payment. The Vendor shall give full and free access to all records to the Town and its authorized representatives.

29) ***Certification as to Non-Collusion.*** The Vendor certifies, pursuant to General Laws c. 30, § 39M and c. 30B, § 10, that under the penalties of perjury that this bid or proposal is in all respects bona fide, fair, and has been made and submitted in good faith and without collusion or fraud with any other person, meaning any natural person, business, partnership, corporation, union, committee, club or other organization, entity, or group of individuals.

30) ***Certification as to Payment of State Taxes.*** The Vendor certifies, pursuant to General Laws c. 62C, § 49A, that under the penalties of perjury that the Vendor complied, is complying, and will comply during the terms of this contract with all laws of the Commonwealth of Massachusetts relating to taxes.

31) ***Certification as to Conflict of Interest Laws.*** The Vendor certifies that no official or employee of the Town has a financial interest in this contract or in the expected profit to arise from the contract, unless the Vendor and the Town employee or official both have notified in writing the Mayor, with a copy to the Town Solicitor, that the Vendor and the employee fully complied with the provisions of General Laws c. 43, § 27 (Interest in Public Contracts by Public Employees) and of provisions of General Laws c. 268A, § 20 (Conflict of Interest Law).

32) ***Execution of Counterparts.*** The Town and Vendor may execute this contract, or any subsequent amendments, in any number of counterparts. The Town and Vendor agree each such counterpart will be considered and enforced as if an original and all counterparts together shall constitute the same.

33) ***Facsimile Signatures are Valid.*** The Town and Vendor agree that they may receive and consider as facsimile signatures electronic signatures of authorized individuals, which the Town and Vendor agree either may enforce as if valid, original written signatures. "Facsimile signature" means, for purposes of this contract, a reproduction of the manual signature of an authorized officer of either the Town or Vendor.

34) ***Warranty of Authority.*** The person who signs this document on behalf of the Vendor acknowledges, warrants, and represents under the pains and penalties of perjury with his or her signature the following: he or she (a) is legally and mentally competent to execute this document; (b) is of legal age; (c) has the authority to bind with his or her signature, all plaintiffs in this action; (d) has carefully read all of the provisions of this contract with care and with the advice and counsel of any attorney of record and any other attorneys of his or her choice; and (e) knows and fully understands each and every word, clause, term, sentence, paragraph, portion, part, paragraph, and section of this contract, and this contract as a whole. In affixing his or her signature below, he or she has affixed his or her signature to this document intentionally, willingly, and free from any compulsion or duress and as his or her own free act and deed after having obtained the advice and counsel of any attorney of record and any other attorneys of his or her choice.



For the Vendor:



Signature of Authorized Signatory

**David Brown, Assistant Secretary and CSO**

**4890 W. Kennedy Blvd. Suite 300**

**Tampa, FL 33609**

**Vendor Address**

**[bill.lisowski@vectorsolutions.com](mailto:bill.lisowski@vectorsolutions.com)**

**Vendor Email Address**

**For the Town of Weymouth:**



**Alyssa Bose - MCPPO, Finance Manager**

**Approved as to Form:**



**Joseph Callanan, Town Solicitor**

**Approved as to Appropriation:**



**James Malary - Chief Financial Officer**  
**FY22 12001450 570400**  
**FY22 12472957 570700**  
**Pending FY23 & FY24 appropriation**

**Approved:**



**Robert L. Hedlund, Mayor**

## **Vector Solutions TeachPoint Software as a Service Client Agreement**

This Vector Solutions TeachPoint Software as a Service Client Agreement (the "**Agreement**"), effective as of the date noted in the attached Schedule A (the "**Effective Date**"), is by and between Scenario Learning, LLC D/B/A Vector Solutions ("**Vector Solutions**"), an Ohio limited liability company, and the undersigned client ("**Client**"), (each a "**Party**" or "**Parties**") and governs the purchase and ongoing use of the Services described in this Agreement.

### **1. SERVICES.** Vector Solutions shall provide the following Services:

**1.1 Access and Use.** Subject to the terms and conditions herein and Client's payment of the Fees, Vector Solutions will provide Client a nonexclusive, non-transferable, revocable authorization to remotely access and use the TeachPoint software as a Service: (i) on Vector Solutions' application server over the Internet, (ii) transmit data related to Client's use of the Service over the Internet, and (iii) download and use the TeachPoint mobile device application software ("**Services**"). Vector Solutions will provide accounts for Client's users on the application server ("**Named Users**"), for storage of data and use of the Service. The number of Named Users (defined below), start of service, and duration, are shown on the attached Schedule A. For avoidance of doubt and unless otherwise provided in Schedule A as a "site specific" authorization, authorizations are granted on a "one user per one authorization basis" and once granted, are not transferable to other users. The ability to use the Services may be affected by minimum system requirements, such as Internet connection.

**1.2. Availability.** Vector Solutions shall use commercially reasonable efforts to display its content and coursework for access and use by Named Users twenty-four (24) hours a day, seven (7) days a week, subject to scheduled downtime for routine maintenance, emergency maintenance, system outages, and other outages beyond Vector Solutions' control.

**1.3. Help Desk.** Vector Solutions will assist Named Users as needed on issues relating to usage via e-mail and a Help Desk five (5) days per week at scheduled hours.

**1.4. Technical Support.** Vector Solutions will supply customer support via email and phone regarding the Service, to the Client, on a reasonable and necessary basis during normal weekday business hours, excluding legal holidays.

### **2. CLIENT'S OBLIGATIONS, COMPLIANCE.**

**2.1. Compliance.** Client shall be responsible for Named Users' compliance with this Agreement and use commercially reasonable efforts to prevent unauthorized access to or use of the Services. Client shall comply with all applicable laws, standards, and regulations and will not use the Services in a manner not specified or permitted by Vector Solutions.

**2.2.** Client will use the Service only for its internal business operations and will not permit the Service to be used by or for the benefit of anyone other than Client. Client will not have the right to re-license or sell rights to access and/or use the licensed Service or to transfer or assign rights to access or use the Service, except as expressly provided herein.

**2.3.** Client may not modify, translate, reverse engineer, decompile or create derivative works based upon the Service. Client agrees to use the Service in a manner that complies with all applicable laws including intellectual property and copyright laws. Vector Solutions expressly reserves all rights not expressly granted to Client herein.

**2.4. California Consumer Privacy Act (CCPA).** Insofar as Vector Solutions will be processing personal information subject to the California Consumer Privacy Act, sections 1798.100 to 1798.199, Cal. Civ. Code (2018) as may be amended as well as all regulations promulgated thereunder from time to time ("**CCPA**"), on behalf of Client in the course of the performance of this subject Agreement, the terms

"California consumer," "business purpose," "service provider," "sell" and "personal information" shall carry the meanings set forth in the CCPA.

2.4.1 Disclosures. To the extent the CCPA applies to the processing of any personal information by Vector Solutions pursuant to Client's instructions in relation to this subject Agreement, the following also apply: (a) The Parties have read and understand the provisions and requirements of the CCPA, and shall comply with them; (b) It is the intent of the Parties that the sharing or transferring of personal information of California consumers from Client to Vector Solutions during the course of Vector Solutions' performance of this Agreement does not constitute selling of personal information as that term is defined in the CCPA, because Client is not sharing or transferring such data to Vector Solutions for valuable consideration; and (c) Vector Solutions will only use personal information for the specific purpose(s) of performing the services specified in the Agreement, including any Schedules and Statements of Work appended thereto, and within the direct business relationship with Client.

2.5. Future Functionality. Client agrees that its purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any comments regarding future functionality or features.

### 3. FEES AND PAYMENT.

3.1. Fees. Client will pay for the Service in accordance with the fee schedule in Schedule A attached to this Agreement. Annual license fees are due at the beginning of each 12-month period of service.

3.2. Payments. All fees due under this Agreement must be paid in United States dollars. Vector Solutions will invoice Client in advance according to the frequency stated in Schedule A. All invoices are due and payable thirty (30) days after invoice date ("Due Date"). Any undisputed fees unpaid for more than ten (10) days past the Due Date shall bear interest at 1.5% per month. All fees collected by Vector Solutions under this Agreement are fully earned when due and nonrefundable when paid.

3.3. Suspension of Service by Vector Solutions. Vector Solutions shall have the right, in addition to all other rights and remedies to which Vector Solutions may be entitled, to suspend Client's Named Users' access to the Services without notice until all overdue payments are paid in full. Suspension of Client's use of the Services or termination of the Agreement for Client's violation of the terms of this subject Agreement will not relieve Client of its obligation to pay any and all fees and expense reimbursements due for the applicable term. In addition, Vector Solutions may suspend, terminate, or otherwise deny Client's or any Named User's access to or use of all or any part of the Services without incurring any resulting obligation or liability, if: (a) Vector Solutions receives a judicial or other governmental demand or order, subpoena, or law enforcement request that expressly or by reasonable implication requires Vector Solutions to do so; or (b) Vector Solutions believes, in its good faith and reasonable discretion, that: (i) Client or any Named User has failed to comply with any term of this Agreement, or accessed or used the Services beyond the scope of the rights granted or for a purpose not authorized under this Agreement; or (ii) Client's use of the Services represents a direct or indirect threat to its network function or integrity or to Vector Solutions' other customers' ability to access and use the Services; or (iii) Client or any Named User is, has been, or is likely to be involved in any fraudulent, misleading, or unlawful activities relating to or in connection with any of the Services; or (iv) this Agreement expires or is terminated. This Section 3.3. does not limit any of Vector Solutions' other rights or remedies, whether at law, in equity, or under this Agreement.

3.4. Taxes. All fees under this Agreement exclude all sales, use, and other taxes and government charges, whether Federal, State, or foreign, and Client will be responsible for payment of all such taxes (other than taxes based on Vector Solutions' income), fees, duties, and charges, and any related penalties and interest, arising from the payment of any and all fees under this Agreement including the access to or performance of the Services hereunder. If Vector Solutions has a legal obligation to pay or collect taxes for which Client is responsible under the Agreement, then the appropriate amount will be invoiced to and paid by Client, unless Client claims tax exempt status for amounts due under this Agreement and provides Vector Solutions a valid tax exemption certificate (authorized by the applicable governmental authority).

promptly upon execution of this Agreement. If any taxes shall be required by law to be deducted or withheld from any fee payable hereunder by Client to Vector Solutions, Client shall, after making the required deduction or withholding, increase such fee payable as may be necessary to ensure that Vector Solutions shall receive an amount equal to the fee it would have received had no such deduction or withholding been made.

**3.5. Named Users and Additional Users.** A "Named User" is defined as Client's employees, consultants, contractors, and agents: (a) who are authorized by Client to access and use the Services during each contract year of the Agreement; and (b) for whom access to the Services is purchased hereunder. If Client's active user accounts exceed the number of Named Users during the term of this agreement, Client must pay for the additional Users, based on the cost schedule described on the attached Schedule A. Adjusted license fees will apply beginning on the month the number of Named Users are exceeded and will be prorated for the remainder of the current 12-month period.

**3.5.1.** Client agrees to pay for the number of Users using or licensed to access the Services in a given contract year.

**3.6. Data Storage Fees.** The Service includes up to 10GB of data storage for Client data. If the Client uses storage above 10GB, the Client must pay Vector Solutions for the extra storage used, based on the rate indicated in the Schedule A. Fees for additional storage will apply beginning on the month the additional storage is used, and accrue monthly.

#### **4. INTELLECTUAL PROPERTY RIGHTS.**

**4.1.** Vector Solutions alone (and its licensors, where applicable) shall own all rights, title and interest in and to Vector Solutions' trademarks, software, website, technology, mobile application, the course content, and the Services provided by Vector Solutions (collectively the "Vector Solutions Intellectual Property"), as well as any and all suggestions, ideas, enhancement requests, feedback, recommendations, or other information provided by Client (collectively, "Feedback"), and this Agreement does not convey to Client any rights of ownership to the Vector Solutions Intellectual Property or Feedback. Vector Solutions may use such Feedback given by Client to improve the Services, and such use shall not be deemed to confer any property rights to the Services to the Client. The TeachPoint name and logo are trademarks of Vector Solutions, and no right or license is granted to Client to use them.

**4.2.** Except as otherwise agreed in writing or to the extent necessary for Client to use the Services in accordance with this Agreement, Client shall not: (a) copy the Vector Solutions Intellectual Property in whole or in part; (b) display, reproduce, create derivative works from, transmit, sell, distribute, rent, lease, sublicense, transfer, or in any way exploit the Vector Solutions Intellectual Property in whole or in part; (c) embed the Vector Solutions Intellectual Property into other products; (d) use any trademarks, service marks, domain names, logos, or other identifiers of Vector Solutions or any of its third-party suppliers; or (e) reverse engineer, decompile, disassemble, or access the Vector Solutions Intellectual Property; (f) use the software or Services for any purpose that is unlawful; (g) alter or tamper with the Services and/or associated documentation in any way; (h) attempt to defeat any security measures that Vector Solutions may take to protect the confidentiality and proprietary nature of the Services; (i) remove, obscure, conceal, or alter any marking or notice of proprietary rights that may appear on or in the Services and/or associated documentation; or (j) except as permitted by this Agreement, knowingly allow any individual or entity under the control of Client to access Services without authorization under this Agreement for such access.

**4.3. Client Content.** Client will be the owner of all content created and posted by Client. Client will also be the owner of all content created and posted by the Vector Solutions on behalf of the Client, including but not limited to evaluation forms added to the system as part of support services provided by the Vector Solutions.

**4.4. Third-Party Content.** Client is responsible for proper licensing of, and assuming liability for, copyrighted material which they post on the system, or is posted on the system by Vector Solutions on behalf of the Client. This includes but is not limited to copyright protected evaluation forms and other

materials from third parties. If Client uploads third-party content to the Vector Solutions platform, such third-party content providers are responsible for ensuring their content is accurate and compliant with national and international laws. Vector Solutions is not and shall not be held responsible or liable for any third-party content or Client's use thereof. UNLESS STATED ELSEWHERE IN THIS AGREEMENT, THERE IS NO WARRANTY OF ANY KIND, EXPRESS, IMPLIED, OR STATUTORY, REGARDING THIRD-PARTY CONTENT ACCESSIBLE THROUGH THE SERVICES.

## **5. TERM, TERMINATION, AND NOTICE.**

5.1 Term. The term of this Agreement shall commence on the Effective Date, and will remain in full force and effect for the initial term ("Initial Term") indicated in Schedule A. Upon expiration of the Initial Term, this Agreement may be renewed by mutual written agreement signed by both parties. Upon expiration or early termination pursuant to Section 5.2 (Termination for Cause) below, Client's access to the Services may remain active for thirty (30) days (the "Expiration Period") solely for purpose of Vector Solutions' record keeping.

5.2. Termination for Cause. Either Party may terminate this Agreement, effective upon written notice to the other Party (the "Defaulting Party"), if the Defaulting Party materially breaches this Agreement, and such breach is incapable of cure, or with respect to a material breach capable of cure, the Defaulting Party does not cure such breach within 30 days after receipt of written notice of such breach.

5.3. Notice. All required notices hereunder by either Party shall be given by personal delivery (including reputable courier service), fees prepaid, or by sending such notice by registered or certified mail return receipt requested, postage prepaid, and addressed as set forth on the last page of this Agreement. Such notices shall be deemed to have been given and delivered upon receipt or attempted delivery (if receipt is refused), as the case may be, and the date of receipt identified by the applicable postal service on any return receipt card shall be conclusive evidence of receipt. Either party, by written notice to the other as above described, may alter the address for receipt by it of written notices hereunder.

5.4. Effect of Termination. The Client will have thirty (30) days after the effective date of termination or expiration of this Agreement to export their data using the software tools provided, or to request their data from the Vector Solutions. Form data will be available as exported comma separated variable (CSV) files and as PDF files. Uploaded data files will be available in their original format. After the thirty (30) day period, Vector Solutions has no obligation to maintain or provide data and may thereafter delete or destroy all copies of the Client data, unless legally prohibited.

## **6. WARRANTY AND DISCLAIMER.**

6.1. Mutual Representations and Warranty. Each Party represents and warrants to the other Party that: (a) it is duly organized, validly existing, and in good standing as a corporation or other entity under the Laws of the jurisdiction of its incorporation or other organization; (b) it has the full right, power, and authority to enter into and perform its obligations and grant the rights, licenses, consents, and authorizations it grants or is required to grant under this Agreement; (c) the execution of this Agreement by its representative whose signature is set forth at the end of this Agreement has been duly authorized by all necessary corporate or organizational action of such party; and (d) when executed and delivered by both Parties, this Agreement will constitute the legal, valid, and binding obligation of such Party, enforceable against such party in accordance with its terms.

6.2. Vector Solutions warrants the Service is developed and will be provided in conformity with generally prevailing industry standards. Client must report any material deficiencies in the Service to Vector Solutions in writing within thirty (30) days of Client's discovery of the defect. Client's sole and exclusive remedy for the breach of the above warranty will be for Vector Solutions to provide access to replacement Service within a commercially reasonable time.

6.3. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR

PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. VECTOR SOLUTIONS DOES NOT WARRANT THAT THE USE OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. THE SERVICES AND ASSOCIATED DOCUMENTATION ARE PROVIDED "AS IS," AND VECTOR SOLUTIONS PROVIDES NO OTHER EXPRESS, IMPLIED, STATUTORY, OR OTHER WARRANTIES REGARDING THE SERVICES OR ASSOCIATED DOCUMENTATION.

6.4 No employee or agent of Vector Solutions is authorized to make any warranty other than that which is specifically set forth herein. The provisions in any specification, brochure, or chart issued by Vector Solutions are descriptive only and are not warranties.

## **7. LIMITATION OF LIABILITY.**

EXCEPT AS IT RELATES TO CLAIMS RELATED TO SECTION 8 (INDEMNIFICATION): (A) IN NO EVENT SHALL VECTOR SOLUTIONS BE LIABLE TO CLIENT OR ITS NAMED USERS, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, FOR SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT; AND (B) THE TOTAL LIABILITY OF VECTOR SOLUTIONS FOR ANY AND ALL DAMAGES, INCLUDING, WITHOUT LIMITATION, DIRECT DAMAGES, SHALL NOT EXCEED THE AMOUNT OF THE TOTAL FEES ALREADY PAID TO VECTOR SOLUTIONS FOR THE PRECEDING TWELVE (12) MONTHS.

## **8. INDEMNIFICATION.**

8.1. Indemnification by Vector Solutions. Vector Solutions shall indemnify and hold Client harmless from any and all claims, damages, losses, and expenses, including but not limited to reasonable attorney fees, arising out of or resulting from any third-party claim that any document, course, or intellectual property provided by or uploaded to Vector Solutions platform by Vector Solutions infringes or violates any intellectual property right of any person.

8.2. Indemnification by Client. To the extent not prohibited by applicable law, Client shall indemnify and hold Vector Solutions harmless from any and all claims, damages, losses, and expenses, including but not limited to reasonable attorney fees, arising out of or resulting from any third-party claim that any document, course, or intellectual property provided by or uploaded to Vector Solutions platform by Client infringes or violates any intellectual property right of any person.

## **9. CONFIDENTIALITY.**

9.1. All data pertaining to Client disclosed to Vector Solutions in connection with the performance of this Agreement and residing on Vector Solutions' application server will be held as confidential by Vector Solutions and will not, without the prior written consent of Client, be disclosed or be used for any purposes other than the performance of this Agreement. Vector Solutions will safeguard the confidentiality of such data using the same standard of care that Vector Solutions uses for its own confidential materials. This obligation does not apply to data that: (a) is or becomes, through no act or failure to act on the part of Vector Solutions, generally known or available; (b) is known by Vector Solutions at the time of receiving such information as evidenced by its written records; (c) is hereafter furnished to Vector Solutions by a third-party, as a matter of right and without restriction on disclosure; (d) is independently developed by Vector Solutions as evidenced by its written and dated records and without any breach of this Agreement; or (e) is the subject of a written permission to disclose provided by Client. Further notwithstanding the forgoing, disclosure of data will not be precluded if such disclosure: (i) is in response to a valid order of a court or other governmental body of the United States; (ii) is otherwise required by law; or (iii) is otherwise necessary to establish rights or enforce obligations under this Agreement, but only to the extent that any such disclosure is necessary.

9.2. Client acknowledges that the Service and other data on Vector Solutions' application server, and mobile device application, embodies logic, design and coding methodology that constitute valuable

confidential information that is proprietary to Vector Solutions. Client will safeguard the right to access the Service and other software installed on Vector Solutions' application server using the same standard of care that Client uses for its own confidential materials.

## **10. MISCELLANEOUS.**

**10.1. Assignment.** Neither party may assign or delegate its rights or obligations pursuant to this Agreement without the prior written consent of the other, provided that such consent shall not be unreasonably withheld. Notwithstanding the foregoing, Vector Solutions may freely assign or transfer any or all of its rights without Client consent to an affiliate, or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets.

**10.2. Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of Florida, without regard to the internal law of Florida regarding conflicts of laws. With respect to any suit, action or proceeding relating hereto, each party hereby irrevocably submits to the exclusive jurisdiction of the courts of competent jurisdiction located in Tampa, Florida, and waives any objection thereto. The prevailing party to any dispute shall be entitled to reimbursement of its fees and costs, including reasonable attorneys' fees, from the other party. EACH PARTY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY ACTION ARISING HEREUNDER.

**10.2.1 Public Entity Governing Law.** With respect to Clients hereunder who are public entities, such as public schools and universities, and to the extent required by law, this Agreement shall be construed and enforced in accordance with the laws of the state in which the public entity Client is located.

**10.3. Force Majeure.** In no event will either Party be liable or responsible to the other Party or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, (except for any obligations to make payments) when and to the extent such failure or delay in performing is due to, or arising out of, any circumstances beyond such Party's control (a "Force Majeure Event"), including, without limitation, acts of God, strikes, lockouts, war, riots, lightning, fire, storm, flood, explosion, interruption or delay in power supply, computer virus, governmental laws, regulations, or shutdown, national or regional shortage of adequate power or telecommunications, or other restraints.

**10.4. No Waiver and Modification.** No waiver, amendment, or modification of this Agreement shall be effective unless in writing and signed by the Parties.

**10.5. Severability.** If any provision of this Agreement is found to be contrary to law by a court of competent jurisdiction, such provision shall be of no force or effect, but the remainder of this Agreement shall continue in full force and effect.

**10.6. Survival.** All provisions of this Agreement (including without limitation those pertaining to confidential information, intellectual property ownership, and limitations of liability) that would reasonably be expected to survive expiration or early termination of this Agreement will do so.

**10.7. Relationship of Parties; No Third-Party Beneficiaries.** Nothing in this Agreement will create or imply an agency relationship between the parties, nor will this Agreement be deemed to constitute a joint venture or partnership between the parties. The Parties do not intend to confer any right or remedy on any third-party under this Agreement.

**10.8. Purchase Orders.** Client may issue a purchase order for its convenience only if being agreed by the Parties that the terms and conditions of this Agreement shall control. Any terms or conditions included in a purchase order or similar document issued by Client that conflict with the terms and conditions of this Agreement will not apply to or govern the transaction resulting from the purchase order, unless both Parties expressly agree in writing to the particular conflicting term or condition, in which event the agreed term or condition will apply only with respect to that particular purchase order.

10.9. Entire Agreement. This Agreement represents the entire understanding and agreement between Vector Solutions and Client, and supersedes all other negotiations, proposals, understandings, and representations (written or oral) made by and between Vector Solutions and Client. Client acknowledges and agrees that the terms of this Agreement are incorporated in, and are a part of, each purchase order, change order, or Schedule related to the provision of Services by Vector.

IN WITNESS WHEREOF, the parties have executed this Agreement by their authorized representatives as of the last date set forth below.

Scenario Learning D/B/A Vector Solutions, LLC

Weymouth School District

4890 W. Kennedy Blvd., Suite 300

111 Middle Street

Tampa, FL 33609

Weymouth, MA 02189

By:



By:



Printed Name: David Brown

Printed Name: Alyssa Bosse

Title: Assistant Secretary/CSO

Title: MCPPO, Finance Manager

Date: 3/22/2021

Date: 3/23/21



**Client Agreement -Schedule A****Date:** 3/5/21

Pricing valid for 30 days.

**Client Information**

<b>Client Name:</b> Weymouth School District	
<b>Address:</b> 111 Middle Street Weymouth, M 02189	
<b>Primary Contact Name:</b> Alyssa Bosse	<b>Primary Contact Phone:</b> 781-335-1460, xt. 20313

**Terms**

<b>Effective Date:</b> July 1, 2021	<b>Initial Term (months):</b> 36
-------------------------------------	----------------------------------

**Invoicing Contact Information (Please fill in missing information)**

<b>Billing Contact Name:</b> Alyssa Bosse			
<b>Billing Address:</b> 111 Middle Street Weymouth, M 02189		<b>Billing Phone:</b> 781-335-1460, xt. 20313	
<b>Billing Email:</b> alyssa.bosse@weymouthschools.org	<b>PO#:</b>	<b>Billing Frequency:</b> Annual	<b>Payment Terms:</b> Net 30

**Annual Subscription Services**

Additional Named Users added after the Effective Date shall be billed at the Full Per Named User Fee below, and such Additional Named Users shall become part of the minimum contracted Users through the end of the Initial Term. The Software Service includes up to 10GB of data storage for Client data. If Client uses storage above 10GB, the Client must pay Scenario for the extra storage used, based on the rate of \$5 per month for each additional 10GB of storage space required, or portion thereof. Fees for additional storage will apply beginning of the month the additional storage is used, and accrue monthly.

Product	Description	Minimum Named Users	Annual Price Per User	Total
TeachPoint Certified Staff Evaluation & PD Tracking Tool-N	(Unit A & B)	600	\$27.80	\$16,680.00
TeachPoint Classified Staff Evaluation and PD Tracking Tool Bundle	(Unit D)	225	\$7.75	\$1,743.75
TeachPoint Classified Evaluation Tool	(Non Union)	200	\$4.35	\$870.00

TeachPoint Certified Staff Evaluation Tool	(Administrators)	20	\$26.50	\$530.00
<b>Total:</b>				<b>\$19,823.75</b>

**Grand Total (including Implementation & Training): \$19,823.75**

\*Total does not include any taxes that may apply. Any such taxes are the responsibility of the Customer.

Please note that this is not an invoice. An invoice will be sent within fourteen (14) business days.



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/9/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**PRODUCER**  
Wallace Welch & Willingham, Inc.  
300 1st Ave. So., 5th Floor  
Saint Petersburg FL 33701

**CONTACT NAME:**  
**PHONE**  
(A/C, No. Ext): 727-522-7777 **FAX**  
(A/C, No): 727-521-2902  
**E-MAIL**  
Address: certificates@w3ins.com

**INSURED**  
RedVector.com, LLC  
(See Named Insureds listed below)  
4890 W. Kennedy Blvd  
Suite 300  
Tampa FL 33609

REDVCOM-01

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Great Northern Ins. Co.	20303
INSURER B: Chubb Custom Ins. Co.	38989
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

### COVERAGES

CERTIFICATE NUMBER: 439065782

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:		36051315	11/1/2020	11/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		73606230	11/1/2020	11/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$		78188424	11/1/2020	11/1/2021	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	71754615	11/1/2020	11/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional E&O Cyber Liability		D94928059 D94928059	11/1/2020 11/1/2020	11/1/2021 11/1/2021	Per Claim/Agg Per Claim/Agg Cyber Retention 5,000,000/5,000,000 5,000,000/5,000,000 50,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Additional Named Insured: TargetSolutions Learning, LLC; Convergence Training LLC; SimplyDigi.com, Inc.; Scenario Learning, LLC; Scenario Learning Canada ULC; TargetSolutions, Inc.; NFORMD.NET LLC; Clear Pond Technologies Inc.; Casino Essentials LLC; IGCIP, LLC; CrewSense, LLC; Halligan, Inc.; Medteq Solutions CA Ltd, IndustrySafe, LLC; LiveSafe, Inc.

Professional E&O Retroactive Date: 10/19/2011

### CERTIFICATE HOLDER

Weymouth Public Schools or Town of Weymouth  
111 Middle Street  
Weymouth MA 02189

### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

## Vector Solutions | TeachPoint Quote

Date: February 25, 2021

Pricing valid for 60 days.

### Client Information

<b>Client Name:</b> Weymouth School District	
<b>Address:</b> 111 Middle Street Weymouth, Massachusetts 02189	
<b>Primary Contact Name:</b>	<b>Primary Contact Phone:</b>

### Term

<b>Effective Date:</b> 07/01/2021	<b>Initial Term (months):</b> 12.0
--------------------------------------	---------------------------------------

### Invoicing Contact Information (Please fill in missing information)

<b>Billing Contact Name:</b> Alyssa Bosse			
<b>Billing Address:</b> 111 Middle Street Weymouth, Massachusetts 02189		<b>Billing Phone:</b> (781) 335-1460 x20313	
<b>Billing Email:</b> alyssa.bosse@weymouthschools.org	<b>PO#:</b> PO Not Required	<b>Billing Frequency:</b> Annual	<b>Payment Terms:</b> Net 30

### Annual Subscription Services

Additional Named Users added after the Effective Date shall be billed at the Full Per Named User Fee below, and such Additional Named Users shall become part of the minimum contracted Users through the end of the Initial Term.

Product	Quantity	Price	Sub Total
TeachPoint Online Evaluation and PD Tracking Web Application Service - Annual Subscription (N) (Unit A & B)	600.0	\$27.80	\$16,680.00
TeachPoint - Classified Staff Evaluation Tool - Annual Subscription (Non Union)	200.0	\$4.35	\$870.00
<b>*Total:</b>			<b>\$19,823.75</b>

Product	Quantity	Price	Sub Total
TeachPoint - Classified Staff Evaluation and PD Tracking Tool Bundle - Annual Subscription (Unit D)	225.0	\$7.75	\$1,743.75
TeachPoint Online Evaluation Web Application Service - Annual Subscription (Administrators)	20.0	\$26.50	\$530.00

**\*Total: \$19,823.75**

**\*Total does not include any taxes that may apply. Any such taxes are the responsibility of the Customer.**

Confidential and Proprietary

**CERTIFICATE OF AUTHORIZATION**

(NOTE: A certified vote of the corporation may be substituted for this form.)

The Vendor, Scenario Learning LLC is: (CHECK ONE)  
(Name of Company/Consultant/Corporation/LLC)

- A. a corporation formed and existing under the laws of the State of \_\_\_\_\_, and pursuant to the corporate By-laws:

(Insert Name and Title of Authorized Representative), is authorized to execute contracts in the name of said corporation. Such execution or any contract or obligation in this corporation's name on its behalf by the such duly authorized individual shall be valid and binding upon the corporation.

- X B. a limited liability company or a partnership formed and existing under the Laws of the State of OHIO, and pursuant to the limited liability company agreement or partnership agreement, David Peterson DAVID BROWN

(Insert Name and Title of Authorized Representative), is authorized to execute contracts in the name of said company or partnership. Such execution or any contract or obligation in this company or partnership's name on its behalf by the such duly authorized individual shall be valid and binding upon the company or partnership.

- C. is a sole proprietorship owned and operated exclusively by the undersigned.

(Insert Name and Title of Authorized Representative). Execution of any contract or obligation in this sole proprietorship's name by such duly authorized individual shall be valid and binding.

  
Signature:  
(Must be signed by Corporate Officer, Partner or Sole Proprietor)

DAVID BROWN  
Printed Name of Above

ASSISTANT SECRETARY  
Title

3-11-2021  
Date

# QUOTE FORM

Requisition #: FY22 Department: District  
P.O.#: \_\_\_\_\_

PURCHASE DESCRIPTION AND CONTRACT TERMS:  
Teachpoint Teacher Evaluation & PD Tracking Solution

QUALITY REQUIREMENTS:

VENDORS CONTACTED	Total Price Quote	Unit Price(s) (if applicable)	Notes
1. Company: <u>Illuminate Education</u> Contact: <u>Kevin Mannion</u> Address: <u>Irvine, CA</u> Date: _____ Telephone: _____ Fax: <u>kmannion@illuminateed.net</u> Solicited by: <u>Alyssa</u>	<u>No Quote</u>	<u>Ø</u>	<u>Retiring from the Teachpoint platform</u>
2. Company: <u>IQ Education</u> Contact: <u>Paula Williams</u> Address: <u>Queens, NY</u> Date: _____ Telephone: _____ Fax: <u>pwilliams@iqeducation.net</u> Solicited by: <u>Alyssa</u>	<u>No Quote</u>	<u>Ø</u>	<u>Vendor unresponsive</u>
3. Company: <u>Vector Solutions</u> Contact: <u>Bill Lisowski</u> Address: <u>Tampa, FL</u> Date: _____ Telephone: <u>813-475-1591</u> Fax: <u>bill.lisowski@vectorsolutions.com</u> Solicited by: <u>Alyssa</u>	<u>\$19,823.75</u>		

RECOMMENDATION:  
Name: Amy Department: \_\_\_\_\_  
Signature: Amy Neely Date: \_\_\_\_\_

**WEYMOUTH PUBLIC SCHOOLS**

111 Middle Street  
Weymouth, MA 02189



**REQUEST FOR QUOTATION**

October 15, 2020

Inquiry only; this is not an order. Quotation must be received **November 1, 2020** to receive consideration. Completed quote may be e-mailed to [alyssa.bosse@weymouthschools.org](mailto:alyssa.bosse@weymouthschools.org), mailed to address above or faxed to 781-335-8777. Contact number is 781-335-1460 x20313.

Please furnish quote for a customizable teacher evaluation system for a period of 3 years. FY21 (7/1/20-6/30/21).

QUOTES being requested for: Teacher evaluation system

The Weymouth Public Schools & the Town of Weymouth reserve the right to accept or reject, in whole or in part, any or all quotes as deemed to be in the best interest of the Weymouth Public Schools. All awards are subject to appropriation.

Company Name

Vector Solutions

Please print

[bill.lisowski@vectorsolutions.com](mailto:bill.lisowski@vectorsolutions.com)

E-mail address

Bill Lisowski

Please print



## Vector Solutions | TeachPoint Quote

**Date:** February 25, 2021

Pricing valid for 30 days.

### Client Information

<b>Client Name:</b> Weymouth School District	
<b>Address:</b> 111 Middle Street Weymouth, Massachusetts 02189	
<b>Primary Contact Name:</b>	<b>Primary Contact Phone:</b>

### Term

<b>Effective Date:</b> 07/01/2021	<b>Initial Term (months):</b> 12.0
--------------------------------------	---------------------------------------

### Invoicing Contact Information (Please fill in missing information)

<b>Billing Contact Name:</b> Alyssa Bosse			
<b>Billing Address:</b> 111 Middle Street Weymouth, Massachusetts 02189		<b>Billing Phone:</b> (781) 335-1460 x20313	
<b>Billing Email:</b> alyssa.bosse@weymouthschools.org	<b>PO#:</b> PO Not Required	<b>Billing Frequency:</b> Annual	<b>Payment Terms:</b> Net 30

### Annual Subscription Services

Additional Named Users added after the Effective Date shall be billed at the Full Per Named User Fee below, and such Additional Named Users shall become part of the minimum contracted Users through the end of the Initial Term.

Product	Quantity	Price	Sub Total
TeachPoint Online Evaluation and PD Tracking Web Application Service - Annual Subscription (N) (Unit A & B)	600.0	\$27.80	\$16,680.00
TeachPoint - Classified Staff Evaluation Tool - Annual Subscription (Non Union)	200.0	\$4.35	\$870.00
<b>*Total:</b>			\$19,823.75

Product	Quantity	Price	Sub Total
TeachPoint - Classified Staff Evaluation and PD Tracking Tool Bundle - Annual Subscription (Unit D)	225.0	\$7.75	\$1,743.75
TeachPoint Online Evaluation Web Application Service - Annual Subscription (Administrators)	20.0	\$26.50	\$530.00

**\*Total: \$19,823.75**

**\*Total does not include any taxes that may apply. Any such taxes are the responsibility of the Customer.**

Confidential and Proprietary



## Fictitious Name Detail

### Fictitious Name

VECTOR SOLUTIONS

### Filing Information

Registration Number	G17000142977
Status	ACTIVE
Filed Date	12/29/2017
Expiration Date	12/31/2022
Current Owners	1
County	HILLSBOROUGH
Total Pages	1
Events Filed	NONE
FEI/EIN Number	26-1565516

### Mailing Address

4890 W. KENNEDY BOULEVARD  
SUITE 300  
TAMPA, FL 33609

### Owner Information

SCENARIO LEARNING, LLC  
4890 W. KENNEDY BOULEVARD, SUITE 300  
TAMPA, FL 33609  
FEI/EIN Number: 26-1565516  
Document Number: M17000010404

Florida Department of State, Division of Corporations

Florida Department of State

• Division of Corporations


**Division of  
CORPORATIONS**  
an official Service Florida website

[Previous](#)
[Next](#)
[Return to List](#)

[Target Solutions Search](#)

**Detail by Entity Name**

Foreign Limited Liability Company  
**TARGETSOLUTIONS LEARNING LLC**

**Filing Information**

Document Number	M14000006954
FEVEIN Number	26-3627770
Date Filed	09/26/2014
State	DE
Status	ACTIVE

**Principal Address**

4890 W Kennedy Blvd  
 Suite 300  
 Tampa, FL 33609

Changed: 04/25/2019

**Mailing Address**

4890 W Kennedy Blvd  
 Suite 300  
 Tampa, FL 33609

Changed: 04/25/2019

**Registered Agent Name & Address**

COGENCY GLOBAL INC  
 115 North Calhoun St  
 Suite 4  
 Tallahassee, FL 32301

Address Changed: 07/07/2015

**Authorized Person(s) Detail**

**Name & Address**

**Title CFO**

Rosenberg, Scott  
 4890 W Kennedy Blvd  
 Suite 300  
 Tampa, FL 33609

**Title CEO Secretary**

Schaepe, Marc  
 4890 W Kennedy Blvd  
 Suite 300  
 Tampa, FL 33609

**Title CSO**

Brown, David  
 4890 W Kennedy Blvd  
 Suite 300  
 Tampa, FL 33609

**Annual Reports**

Report Year	Filed Date
2018	04/16/2018
2019	04/25/2019
2020	04/09/2020

**Document Images**

<a href="#">Certificate of Incorporation</a>	<a href="#">Certificate of Amendment</a>
<a href="#">Certificate of Good Standing</a>	<a href="#">Certificate of Dissolution</a>
<a href="#">Certificate of Withdrawal</a>	<a href="#">Certificate of Revocation</a>
<a href="#">Certificate of Renewal</a>	<a href="#">Certificate of Reinstatement</a>
<a href="#">Certificate of Continuation</a>	<a href="#">Certificate of Change of Name</a>
<a href="#">Certificate of Change of Address</a>	<a href="#">Certificate of Change of Registered Agent</a>

[Previous](#)
[Next](#)
[Return to List](#)

[Target Solutions Search](#)

**No Events No Name History**



DATE:	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
09/24/2007	200726700506	ARTICLES OF ORGANIZATION/DOM. LLC (LCA)	125.00	.00	.00	.00	.00

**Receipt**

This is not a bill. Please do not remit payment.

FINNEY STAGNARO SABA & PATTERSON  
ATTN: EMILY R. FIELDS  
2623 ERIE AVE.  
CINCINNATI, OH 45208

# STATE OF OHIO CERTIFICATE

Ohio Secretary of State, Jennifer Brunner

1728752

It is hereby certified that the Secretary of State of Ohio has custody of the business records for

**SCENARIO LEARNING, LLC**

and, that said business records show the filing and recording of:

Document(s)  
**ARTICLES OF ORGANIZATION/DOM. LLC**

Document No(s):  
**200726700506**



United States of America  
State of Ohio  
Office of the Secretary of State

Witness my hand and the seal of  
the Secretary of State at Columbus,  
Ohio this 21st day of September,  
A.D. 2007.

Ohio Secretary of State

12/7/2020

MA Corporations Search Entity Summary

## Corporations Division Business Entity Summary

ID Number: 001355746

[Request certificate](#)[New search](#)

Summary for: SCENARIO LEARNING, LLC

<b>The exact name of the Foreign Limited Liability Company (LLC):</b> SCENARIO LEARNING, LLC		
<b>Entity type:</b> Foreign Limited Liability Company (LLC)		
<b>Identification Number:</b> 001355746		
<b>Date of Registration in Massachusetts:</b> 11-19-2018		
<b>Last date certain:</b>		
<b>Organized under the laws of:</b> State: OH Country: USA on: 09-21-2007		
<b>The location of the Principal Office:</b>		
Address: 4890 W. KENNEDY BLVD., STE. 300		
City or town, State, Zip code, Country: TAMPA, FL 33609 USA		
<b>The location of the Massachusetts office, if any:</b>		
Address:		
City or town, State, Zip code, Country:		
<b>The name and address of the Resident Agent:</b>		
Name: COGENCY GLOBAL INC.		
Address: 45 SCHOOL STREET STE 202		
City or town, State, Zip code, Country: BOSTON, MA 02108 USA		
<b>The name and business address of each Manager:</b>		
	MANAGER	ERIC FRANTVOG 4890 W KENNEDY BLVD SUITE 300 TAMPA, FL 33609 USA
<b>The name and business address of the person(s) authorized to execute, acknowledge, deliver, and record any recordable instrument purporting to affect an interest in real property:</b>		
<b>Consent</b> <b>Confidential Data</b> <b>Merger Allowed</b> <b>Manufacturing</b>		
<b>View filings for this business entity:</b>		
<div>ALL FILINGS Annual Report Annual Report - Professional Application For Registration Certificate of Amendment</div>		
<a href="#">View filings</a>		
<b>Comments or notes associated with this business entity:</b>		

[New search](#)

**TOWN OF WEYMOUTH**

**IN COUNCIL**

ORDER NO. 23 129

October 12, 2023

INTRODUCED: MAYOR

**5 YEAR CONTRACT BEFORE AND AFTER SCHOOL PROGRAMMING**

Upon request of his Honor, Mayor Hedlund, the Town of Weymouth, through the Weymouth Town Council approved the authorization to enter into a five (5) year contract for Before and After School Programming for the Primary School Students, commencing on July 1, 2024 pursuant to provisions of Massachusetts General Laws Chapter 30B, Section 12.

Passed in Council – -November 13, 2023  
Presented to Mayor – November 14, 2023  
A True Copy. Attest:

Approved 11/21/23  
Date

Kathleen A. Deree  
Kathleen A. Deree, Town Clerk

[Signature]  
Mayor

YEAS: Abbott, Belmarsh, Burga, DiFazio, Happel, Heffernan,  
Kiely, MacDougall, Mathews, Molisse, Shanahan

NAYS: Abbott, Belmarsh, Burga, DiFazio, Happel, Heffernan,  
Kiely, MacDougall, Mathews, Molisse, Shanahan

ABSENT: Burga, Happel