

## **Exhibit A1**

### **Vitae Service Annex**

This Service Annex for the Silverback's Vitae software subscription is effective as of May 5th, 2021 (“**Start Date**”), and is incorporated into and governed by the Master Software Subscription Agreement between Silverback Learning Solutions, Inc. (“**Silverback**”) and Hagerman Joint School District #233 (“**Customer**”) dated May 21st, 2019.

#### **A. Hosted Service Description**

Vitae is a software-as-a-service (SaaS) Web-based system with the following deployment and delivery features:

- Centralized infrastructure with redundancy at the application and database level
- Secure, scalable, open integration
- Minimal client installation requirements and load on local systems
- Access via web browser from a variety of device types (desktop, laptop, tablet, smartphone)

The Vitae system is built upon the Microsoft .NET technology stack and Microsoft SQL Server, which include an Object Relational Mapper (ORM) for data layer abstraction, a tiered service-level implementation, object-oriented design and programming and open data interchange standards. The user interface presentation layer is based upon HTML, CSS and JavaScript and does not require additional presentation layer software such as Adobe Flash.

Upon installation, users can create and manage:

- Professional portfolios for organization and storage of personal job-related artifacts, with ability to add narrations and attachments, and share with supervisors and/or colleagues at user discretion
- Professional development tracking and course repository for storage of personal and district PD offerings.
- District evaluation forms in a variety of configurations, to support anything from simple note-taking observation forms to rubric-based multi-domain forms with multiple scoring types and weighted scoring options
- Self-authored evaluation forms, also in a variety of configurations, to allow districts to ask for artifacts and evidence from evaluatees in a standard format
- Evaluation schedules to assist supervisors in assigning evaluators, reviewers, and form types to one or more evaluatees and one or more sessions, in bulk fashion
- Memo capability for making quick notes tagged to specific employees that can be recalled as artifacts later
- Digital tags that can correspond to district goals and/or evaluation domains and standards, and be correlated to allow ready recall on evaluation forms and evaluation artifacts
- Reporting capabilities and data exports with certain selectable filters for static and dynamic data aggregations in Microsoft Excel, Microsoft Word, Adobe PDF, and/or Comma Separated Values (CSV) formats. (NOTE: Teacher Vitae does NOT supply licenses for external applications such as Microsoft Excel, Microsoft Word, and Adobe PDF Reader.)

Customer acknowledges that the Teacher Vitae service is a dynamic, cloud-based service, and specific features may be modified, supplemented or discontinued from time to time in Silverback’s discretion.

#### **Archival Procedures**

Partitioned Customer Data is backed up regularly. Weekly full backups combined with daily incremental backups are executed and stored in a secure, physically redundant location to enable Silverback to provide data recovery. Daily incremental backups are taken from the database server(s) to facilitate data restoration in the event of catastrophic hardware failure. Planned outages occur in off-peak hours whenever reasonably possible. These events are communicated in advance and designed and scheduled to minimize the impact on continuity of service. In most instances, planned outages should only be required during software deployments and for system software and hardware maintenance.

## B. Implementation Project Plan

### Project Summary

The following project plan outlines the scope, required resources, and proposed schedule to ensure a successful implementation of the Teacher Vitae Service.

Implementation will be done at the Customer Site over 1.5 consecutive days, these days to be mutually agreed upon based on availability of Silverback's and Customer's resources.

### Project Scope

Silverback's Client Services team will work with the Customer's resources to complete the following initial steps, the specific requirements of which will vary depending on the Customer's needs. The Customer will own the process of maintaining and revisiting each of these steps for additions and/or modifications during initial setup and for each subsequent school year, with Silverback performing an advisory and support role.

- Define the Customer organization and organizational units
- Assemble and import staff rosters using the staff import process
- Define specialized roles within the system for administrators and special permissions
- Make ready the different evaluation forms and formats based on templates within the system and/or working within the forms editor
- Set the current evaluation year
- Ensure staff knows how to access the self-service training modules included in the product. Request further training (administrator and/or staff, online or in person) from Silverback at Customer expense.

### Resource Planning

Silverback's Client Services team requires planned, focused interactions with specific Customer resources as identified below, and strongly encourages Customer leadership to identify, estimate time commitments for, prepare, and motivate these resources to help achieve a smooth, on-time implementation. Sometimes multiple staff may be required to fulfill a single resource skill set outlined below. Alternatively, multiple skill sets might be obtainable within a single staff member. The time estimates below are approximate, broken out by resource, not by individual, and will be further defined on a task-by-task basis.

- Superintendent - owns the strategy and rollout of the service including planning of organizational units, administrative positions, and the process and strategy for forms, folders, and tags within the system. Also owns the compliance process and interaction with reports to ensure appropriate staff engagement levels with the service  
*Time Commitment: 6-8 hours during onsite implementation, 1 hour or so per month ongoing*
- Personnel Director - works with the Vitae System Administrator to ensure proper setup of staff and organizational units and has special permissions to perform evaluation deletion.  
*Time Commitment: 6-8 hours during onsite implementation, 1 hour or so per month ongoing*
- Teacher Vitae System Administrator - the "day to day" administrator of the system. Imports and maintains staff, sets up organizational units, configures forms and tags, and resets passwords.  
*Time Commitment: 2 hours at project inception, 12-15 hours during onsite implementation, 2-4 hours per month ongoing*

- Business/Billing Contact - Necessary for timely response to invoices and billing inquiries.  
*Time Commitment: less than 1 hour per year*
- Professional Development Contact - Strategizes, organizes, and promotes the level of training required for district personnel in person, via webinar, and/or through the online help guides.  
*Time Commitment: 4 hours at project inception and during implementation, 2-4 hours annually*
- Staff Supervisor(s) - Create staff evaluations from evaluation templates in the type and manner prescribed from leadership.  
*Time Commitment: varies per district strategy*
- Staff Members - Maintain the Professional Portfolio and promote artifacts for use in evaluation, review and sign evaluations as required from supervisors.  
*Time Commitment: varies*

## **Project Plan Schedule**

The implementation and professional services onsite implementation and training dates will be mutually agreed upon based on availability of Silverback's and Customer's resources. Onsite implementation and training is over 1.5 consecutive days, with a resource from Silverback traveling to the Customer site. Changes to the project schedule will be managed by Silverback's Client Services team and Customer's Vitae System Administrator, as required. Silverback will send a detailed agenda with time frames outlined and resources needed. Success of the project is tied to having the appropriate resources during the onsite implementation and follow up webinars.

In addition to the onsite implementation and training, Customer and Silverback Client Services Team will meet at 90 days, 6 months and 1-year (webinar only) to check-in and ensure the success of Vitae.

Silverback offers a Train-the-Trainer model for delivery and that is what is included in our standard implementation and training packages. If Customer desires additional training beyond that, trainings must be scoped, priced and agreed upon with the Customer prior to additional training.

## **Professional development**

Included in the Standard Implementation and Professional Development are the following:

- 1.5 Days of onsite implementation which includes:
  - Working with the customer administrator to stand up and configure the Teacher Vitae site
  - Administrator Training and Configuration Assistance
  - Train-the-Trainer training session
- 90 Day Check-In webinar with Silverback Client Services lead, Customer training leads and Customer Admins
- 6 Month Check-In webinar with Silverback Client Services lead, Customer training leads and Customer Admins
- 12 Month Check-In webinar with Silverback Client Services lead, Customer training leads and Customer Admins

Exhibit B  
**Fees and Payment**

**Service Fees**

In consideration for the performance of Silverback's obligations under this Service Annex, Customer will pay to Silverback the following fees:

Product Name	Unit Price	Qty	Total
Vitae Implementation	\$ 2,000.00	1	\$ 2,000.00
Vitae Subscription (Staff)	\$ 49.00	28	\$ 1,372.00

**Total Price: \$ 3,372.00**

1. Subscription units are the total number of students or staff as applicable per the corresponding import process.

**Payment Terms**

Silverback will invoice Customer for the initial subscription fees, implementation fee, and the professional development described above upon contract execution. Subscription renewal fees will be invoiced in advance. Each invoice is due and payable within thirty (30) calendar days following the invoice date.

Future invoices for each subsequent renewal must be paid within thirty (30) calendar days of the date of invoice.

**Initial Subscription Period**

Initial subscription period is from May 5th, 2021 through June 30th, 2022.

IN WITNESS WHEREOF, each of the parties hereto has caused its duly authorized representatives to execute this Service Annex as of the Start Date identified above.

**Silverback Learning Solutions, Inc.**

**Hagerman Joint School District #233 (Customer)**

Signed: \_\_\_\_\_

Signed: D. Brown

Name: \_\_\_\_\_

Name: Tim R. Brown.

Title: \_\_\_\_\_

Title: SUPERINTENDENT HUSD #233