

**ENGRADE, LLC**  
**SOFTWARE AS A SERVICE (SAAS) AGREEMENT**

This Software as a Service (SaaS) Agreement ("**Agreement**") is effective as of May 12, 2015 ("**Effective Date**") and is made by and between Engrade, LLC, a Delaware corporation located at 1337 Third Street Promenade, 3<sup>rd</sup> Floor, Santa Monica, CA 90401 ("**Engrade**"), and Poudre School District R-1, located at 2407 LaPorte Avenue, Fort Collins, CO 80521 ("**Customer**").

Under this Agreement Engrade shall provide to Customer Internet based access to and use of the premium version of Engrade's software solution in accordance with its Response to Customer's RFP #15-680-002, as modified by Engrade's Alternative Cost Proposal, which are attached hereto as Exhibits A and B, respectively (the "**Engrade Solution**"). This Agreement also includes the attached Implementation and Provider Setup Addendum and the attached Report Card Addendum. To the extent Engrade's Response to Customer's RFP #15-680-002 conflicts or is inconsistent with Engrade's Alternative Cost Proposal, the Alternative Cost Proposal shall govern. To the extent Engrade's Response to Customer's RFP #15-680-002 and/or Alternative Cost Proposal conflict or are inconsistent with this Agreement, this Agreement shall govern. The parties hereby agree as follows:

**1. ACCESS; ACTIVATION DATE; USERS.**

**1.1 Access and Activation Date.** Subject to the terms and conditions of this Agreement and Exhibit A, Engrade will collaborate with Customer to develop a comprehensive implementation plan with the goal of activating user accounts thirty (30) days after Customer delivers a complete roster data file in the format specified by Engrade and other information and materials specified in the implementation plan ("**Activation Date**"). Engrade agrees to provide Customer with access to the Engrade Solution commencing on the Activation Date for use at all schools and facilities within Customer's control or network, or as otherwise agreed in writing by Engrade and Customer (the "**Facilities**"). Engrade shall use its reasonable efforts to make the Engrade Solution available to Customer online on or about the Activation Date. Engrade shall provide training, pilot rollout and full rollout of the Engrade Solution in accordance with the dates specified in Exhibit A (as such exhibit may be amended from time to time during the Term (as specified below) by the parties).

**1.2 Users.** Customer shall facilitate access to the Engrade Solution for Customer's teachers, school administrators, students, parents and other employees at each Facility that Customer wants to have such access (collectively, "**Users**"), and shall use its best efforts to promote sign-up and use of the Engrade Solution by such Users.

**1.3 Customer and Third Party Systems.** Customer and Engrade may agree to use the Engrade Solution to act as a portal to, or otherwise provide an interface to or integration with, certain systems of Customer and/or third parties (each, a "**Non-Engrade System**"). The parties shall document such use as an addendum to Exhibit A (as such exhibit may be amended from time to time during the Term (as defined below) by the parties). Notwithstanding anything expressed or implied in this Agreement, Engrade shall have no responsibility or liability of any nature whatsoever under this Agreement regarding any such Non-Engrade System, nor any liability for any failure of the Engrade Solution, or any other failure or problem that arises hereunder, that is attributable to any such Non-Engrade System.

**2. LICENSE AND RESTRICTIONS.**

**2.1 License Grant.** Subject to the terms and conditions of this Agreement, Engrade hereby grants to Customer, during the term of this Agreement, a limited, non-

exclusive, non-transferable license (without the right to sublicense) to access and use the Engrade Solution solely for Customer's internal education-related purposes at the Facilities and not for the benefit of any other person or entity or any other facility or location. API key is available at the discretion of Engrade to authorized IT / technical representatives from the district.

**2.2 License Restrictions.** Customer shall not, directly or indirectly, and Customer shall not permit any User to, (i) reverse engineer, decompile, disassemble or otherwise attempt to discover the object code, source code or underlying ideas or algorithms of the Engrade Solution; (ii) modify, translate, or create derivative works based on any element of the Engrade Solution or any related documentation; (iii) rent, lease, distribute, sell, resell, assign, or otherwise transfer its rights to use the Engrade Solution; (iv) use the Engrade Solution for timesharing purposes or otherwise for the benefit of any person or entity other than for the benefit of Customer at the Facilities; (v) remove any proprietary notices from Engrade materials furnished or made available to Customer; (vi) use the Engrade Solution for any purpose other than its intended purpose, or (vii) use or access the Engrade Solution from or for the benefit of any facility or location, other than the Facilities.

**3. PRIVACY AND SECURITY.**

**3.1 Passwords.** Engrade will either issue to Customer or authorize a Customer administrator to create and issue to each User, a user identification number and/or password for access to and use of the Engrade Solution. Customer and its Users are responsible for maintaining the confidentiality of all user identification numbers and/or passwords and for ensuring that each user identification number and/or password is used only by the User to which it was issued. Customer is solely responsible for any and all activities that occur under Customer's account. Customer will restrict its Users from sharing passwords. Customer agrees to immediately notify Engrade of any unauthorized use of Customer's account, any user identification number and/or password, or any other breach of security known to Customer. Engrade shall have no liability for any loss or damage arising from Customer's failure to comply with the terms set forth in this Section.

**3.2 Customer Data Defined.** For purposes of this Agreement, the term "**Customer Data**" means and is limited to personally identifiable information ("**PII**") about

Customer's Users. For purposes of this Agreement, the term "PII" includes but is not limited to: personal identifiers such as name, phone number, address, date of birth, Social Security number, and student or employee identification number; and personally identifiable information contained in student education records as that term is defined in the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g ("FERPA"). Customer Data and PII shall be deemed the Confidential Information of Customer subject to Section 9. The term "Customer Data" does not include (a) information or data that is used by Engrade in a manner that does not identify the User, (b) data obtained by Engrade from third parties; and (c) aggregation of data and information stored or processed by the Engrade Solution in each case where no PII is included in the aggregation ("**Aggregated Statistics**"). None of the foregoing (a) – (c) shall be considered Customer's Confidential Information.

**3.3 Security.** Engrade will deploy reasonable security precautions intended to protect against unauthorized access to any Customer Data stored on the Engrade Solution. Engrade will exercise reasonable efforts to deploy corrections within the Engrade Solution for security breaches made known to Engrade.

**3.4 No Circumvention of Security.** Neither Customer nor any User may circumvent or otherwise interfere with any user authentication or security of the Engrade Solution. Customer will immediately notify Engrade of any breach, or attempted breach, of security known to Customer.

**3.5 Education Records.** With respect to any access by Engrade to any "education records" (as such term is defined in FERPA) held by Customer under or in connection with this Agreement, Engrade shall be acting as a legal agent ("school official") of Customer. As between the Parties, Customer's education records and student PII accessed by Engrade under this Agreement shall be deemed the Confidential Information of Customer subject to Section 9. Engrade agrees to comply with FERPA and agrees not to share or disclose any FERPA protected information with any third party except as authorized or permitted in writing by Customer.

**3.6 Additional Compliance.** Engrade and Customer each represent and warrant that they will comply with the Children's Online Privacy Protection Act ("COPPA") and the Children's Internet Protection Act ("CIPA"), to the extent such laws are applicable to the respective party's actions under the Agreement. Customer shall be responsible for establishing or requesting that Engrade establish student accounts for access to the Engrade Solution and shall ensure that it has obtained any necessary and appropriate consent from students' parents/guardians to establish such accounts; Engrade will not establish any student accounts except as directed by Customer. The parties agree that Engrade may rely on Customer to obtain the necessary and appropriate consent from students' parents/guardians for such students' use of or access to the Engrade Solution.

#### **4. SUPPORT AND TRAINING.**

**4.1 Support and Training.** Engrade will provide to Customer the support services and training services

as described in Exhibit A. Engrade support and account management team may access any Users or Customer account to provide any services to Support this Agreement.

#### **5. CUSTOMER OBLIGATIONS.**

**5.1 Hardware/Software.** Customer is responsible for (i) obtaining, deploying and maintaining all computer hardware, software and communications equipment needed to access and use the Engrade Solution, (ii) contracting with third parties that provide services related to Customer being able to access and use the Engrade Solution (e.g., ISP, telecommunications, etc.) and (iii) paying all third-party fees and access charges incurred while accessing and using the Engrade Solution. Engrade will not be required to supply any hardware, software or equipment to Customer by reason of this Agreement.

**6. CONSIDERATION.** As consideration for the rights granted to Customer hereunder, Customer agrees to pay all fees set forth in Exhibit B. License Fees for each contract year after the Initial Term are payable on the first date of the contract year. Payments are due 30 days after invoiced.

#### **7. OWNERSHIP.**

**7.1 Engrade Solution.** As between Engrade and Customer, all right, title and interest in the Engrade Solution and any other Engrade materials furnished or made available hereunder, and all modifications and enhancements thereof, and all suggestions, ideas and feedback proposed by Customer regarding the Engrade Solution, including all copyright rights, patent rights and other intellectual property rights in each of the foregoing, belong to and are retained solely by Engrade or Engrade's licensors and providers, as applicable. Customer hereby does and will irrevocably assign to Engrade all ideas, feedback and suggestions made by Customer or its Users to Engrade regarding the Engrade Solution (collectively, "**Feedback**") and all intellectual property rights in the Feedback. Customer agrees to execute any documents or take any actions as may reasonably be necessary, or as Engrade may reasonably request, to perfect such ownership of the Feedback. To the extent any of the rights, title and interest in and to Feedback or intellectual property rights therein cannot be assigned by Customer to Engrade, Customer hereby grants to Engrade an exclusive, royalty-free, transferable, irrevocable, worldwide, fully paid-up license (with rights to sublicense through multiple tiers of sublicensees) to fully use, practice and exploit those non-assignable rights, title and interest. Except for the express licenses granted in Section 2.1 (License Grant), there are no other licenses granted to Customer, express, implied or by way of estoppel. All rights not granted in this Agreement are reserved by Engrade.

**7.2 Customer Data.** As between Engrade and Customer, all right, title and interest in (i) the Customer Data, (ii) other information input into the Engrade Solution by Customer (collectively, "**Other Information**") and (iii) all intellectual property rights in each of the foregoing, belong to and are retained solely by Customer. Customer hereby grants to Engrade a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid license to use, reproduce, modify and distribute the Other Information as a part of the Aggregated Statistics.

**7.3 Aggregated Statistics.** Engrade may compile Aggregated Statistics based on Customer Data, Other Information, and information input by Customer, its Users and students into the Engrade Solution. As between Engrade and Customer, all right, title and interest in the Aggregated Statistics and all intellectual property rights therein, belong to Engrade. Engrade may use or share these Aggregated Statistics with affiliates and subsidiaries for the purpose of developing and improving products and services, and with third parties to market and demonstrate the efficacy of these products and services. For the avoidance of doubt, Aggregated Statistics will not include PII.

## **8. TERM AND TERMINATION.**

**8.1 Term; Renewal.** Initial term commences on the Effective Date and runs until June 30, 2021. Notwithstanding any other term or provision of this Agreement or Customer's Request for Proposal, Customer's obligations hereunder are expressly subject to Customer's budgeting and appropriation of sufficient funds for each fiscal year (July 1 - June 30) the Agreement is in effect. In no event shall Customer's financial obligations under this Agreement constitute a multiple-fiscal year direct or indirect debt or other financial obligation under Article X, Section 20(4)(b) of the Colorado Constitution.

**8.2 Termination for Breach.** Either party may terminate this Agreement upon written notice if the other party has breached a material term of this Agreement and has not cured such breach within thirty (30) days of receipt of written notice from the non-breaching party specifying the breach.

**8.3 Effect of Termination.** Engrade shall not be liable to Customer or any third party for Engrade's suspension or termination of Customer's access to, or right to use, the Engrade Solution as such termination or suspension is authorized under this Agreement. Upon the effective date of expiration or termination of this Agreement for any reason, whether by Customer or Engrade, (i) Customer's right to access and use the Engrade Solution shall immediately cease, (ii) Customer and its Users' access to the Engrade Solution will terminate and (iii) Customer shall cease accessing and using the Engrade Solution and Engrade may take such actions to preclude such access and use. At Customer's request, within a reasonable time after the effective date of expiration or termination of this Agreement, Engrade will (i) export all reasonably exportable Customer Data that Customer provided to Engrade, in a mutually-defined and useful format and (ii) certify that no residual data, whether PII or de-identified student, teacher, staff and/or parent information, will be retained by Engrade for any reason.

**8.4 Survival.** The following Sections of this Agreement shall survive the termination of this Agreement: Sections 6 (Consideration), 7 (Ownership) 8 (Term and Termination), 9 (Confidentiality), 10 (Warranty), 11 (Limitation of Liability), and 12 (General).

## **9. CONFIDENTIALITY.**

**9.1 Obligations.** Each of the parties agrees to maintain in confidence any non-public information of the

other party, whether written or otherwise, disclosed by the other party in the course of performance of this Agreement that a party knows or reasonably should know is considered confidential by the disclosing party ("**Confidential Information**"). The parties hereby agree that Confidential Information includes Customer Data and PII as defined in Section 3.2, and education records and student PII accessed by Engrade under this Agreement as defined in Section 3.5. The receiving party shall not disclose, use, transmit, inform or make available to any entity, person or body (including but not limited to (i) affiliated companies, external vendors or research entities, except as may be necessary to provide the Engrade Solution, and (ii) information brokers and educational institutions) any of the Confidential Information, except as a necessary part of performing its obligations hereunder, and shall take all such actions as are reasonably necessary and appropriate to preserve and protect the Confidential Information and the parties' respective rights therein, at all times exercising at least a reasonable level of care. Each party agrees to restrict access to the Confidential Information of the other party to those employees or agents who require access in order to perform hereunder and shall ensure that any recipient of the other party's Confidential Information is contractually bound by nondisclosure and confidentiality obligations to protect such Confidential Information that are no less stringent than such party's obligations contained in this Agreement, and, except as otherwise provided, neither party shall make Confidential Information available to any other person or entity without the prior written consent of the other party.

**9.2 Exclusions.** Confidential Information shall not include any information that is (i) already known to the receiving party at the time of the disclosure; (ii) publicly known at the time of the disclosure or becomes publicly known through no wrongful act or failure of the receiving party; (iii) subsequently disclosed to the receiving party on a non-confidential basis by a third party not having a confidential relationship with the other party hereto that rightfully acquired such information; or (iv) communicated to a third party by the receiving party with the express written consent of the other party hereto. A disclosure of Confidential Information that is legally compelled to be disclosed pursuant to a subpoena, summons, order or other judicial or governmental process shall not be considered a breach of this Agreement; provided the receiving party provides prompt notice of any such subpoena, order, or the like to the other party so that such party will have the opportunity to obtain a protective order or otherwise oppose the disclosure.

**9.3 Engrade's Obligations Regarding Education Records and Student PII.** Engrade may generate and/or have access to education records and student PII concerning Customer's students only under the following terms and conditions: (a) Engrade shall not disclose the education records or student PII, in whole or in part, to any other party, except as a necessary part of performing its obligations hereunder and shall ensure that any recipient of education records or student PII is contractually bound by nondisclosure and confidentiality obligations to protect education records or student PII that are no less stringent than Engrade's obligations contained in this Agreement; (b) Engrade shall not use any education records or student PII to

advertise or market to Customer's students or their parents/guardians; (c) Engrade shall access, view and use education records and student PII only to the extent necessary to perform its work under this Agreement; and (d) at the conclusion of its work under this Agreement Engrade will, as directed by Customer, permanently delete or destroy all confidential student records and information in its possession, custody or control, or return such education records and student PII to Customer. In addition, Engrade shall at Customer's request promptly furnish Customer with all education records generated by Engrade and not in Customer's possession that are responsive to parent/guardian and eligible student requests to inspect and review education records. If Engrade fails to comply with the terms and conditions in this Section 9.3 at any time during or after the term of this Agreement, Customer may as applicable terminate this Agreement and disqualify Engrade from future contracts with Customer.

**10. WARRANTY.** ENGRADE WARRANTS THAT THE ENGRADE SOLUTION, INCLUDING CUSTOMER'S ACCESS THERETO, SHALL DURING THE TERM OF THIS AGREEMENT BE PROVIDED IN ACCORDANCE WITH ENGRADE'S REPRESENTATIONS IN EXHIBIT A AS MODIFIED BY EXHIBIT B. EXCEPT FOR THIS SPECIFIC LIMITED WARRANTY, ENGRADE AND ITS LICENSORS AND SUPPLIERS EXPRESSLY DISCLAIM ALL, AN MAKE NO, WARRANTIES (WHETHER EXPRESS, STATUTORY, IMPLIED OR OTHERWISE ARISING IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE), INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS.

**11. LIMITATION OF LIABILITY.**

**11.1 Limitation on Direct Damages.** IN NO EVENT SHALL ENGRADE'S AGGREGATE LIABILITY, IF ANY, ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT EXCEED THE FEES (IF ANY) PAID BY CUSTOMER TO ENGRADE HEREUNDER, WITHOUT REGARD TO WHETHER SUCH CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE.

**11.2 Waiver of Consequential Damages.** IN NO EVENT SHALL ENGRADE OR ITS LICENSORS OR SUPPLIERS BE LIABLE FOR ANY INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF DATA OR LOSS OF PROFITS, WITHOUT REGARD TO WHETHER SUCH CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF ENGRADE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**11.3 Essential Purpose.** Customer acknowledges that the terms in this Section 11 are an essential bases of the bargain described in this Agreement and that, were Engrade to assume any further liability, Engrade would

charge Customer fees for the rights granted to Customer hereunder.

**12. GENERAL.** All notices to a party shall be in writing and sent to the addresses specified above or such other address as a party notifies the other party of in writing, and shall be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. This Agreement may not be assigned or transferred by Customer without Engrade's prior written consent, and may not be assigned or transferred by Engrade without Customer's prior written consent, except to an affiliate of McGraw-Hill Education. Any assignment in derogation of the foregoing is null and void. This Agreement shall inure to the benefit of each party's successors and permitted assigns. This Agreement, including the Exhibits hereto, constitutes the entire agreement between the parties and supersedes all prior or contemporaneous agreements and understandings between the parties relating to the subject matter hereof. The failure of Engrade to require performance by Customer of any provision hereof shall not affect the full right to require such performance at any time thereafter; nor shall the waiver by Engrade of a breach of any provision hereof be taken or held to be a waiver of the provision itself. The failure of Customer to require performance by Engrade of any provision hereof shall not affect the full right to require such performance at any time thereafter; nor shall the waiver by Customer of a breach of any provision hereof be taken or held to be a waiver of the provision itself. Except as otherwise provided herein, this Agreement may be amended or superseded only by a written instrument signed by both parties. This Agreement shall be governed by and construed in accordance with the laws of the state of Colorado. Any provision of this Agreement held to be unenforceable shall not affect the enforceability of any other provisions of this Agreement. Neither party shall be in breach of this Agreement if its failure to perform any obligation under this Agreement is caused by events or conditions beyond that party's reasonable control, including, without limitation, acts of God, civil commotion, war, strikes, labor disputes, third party Internet service interruptions or slowdowns, vandalism or "hacker" attacks, acts of terrorism or governmental demands or requirements. Pre-printed terms and conditions on or attached to any Customer purchase order or other document shall be of no force or effect.

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By signing below, you represent that you are authorized to sign on behalf of the applicable party.

**POUDRE SCHOOL DISTRICT R-1:**

**ENGRADE, LLC**

Name: Tom Balchak

Name: Steven R. Engel

Title: Board President

Title: Director of Finance

Signature: 

Signature:  5/20/2015

### **Implementation and Provider Setup Addendum**

Implementation requires Customer to supply information from the Student Information System (SIS), as well as any partner login credentials and assessment data, in CSV formats that Engrade will provide. This will require a technical resource at Customer with knowledge of the SIS and assessment data, and basic data manipulation skills to support implementation during the provisioning phase. Engrade will not be liable for any delay in implementation due to Customer's failure to provide such support in a reasonably capable and diligent manner.

#### **Standards Sets**

The Engrade solution can be configured to include Common Core Math and English/Language Arts standards and/or core state standards for Math, English/Language Arts, Science, and Social Studies/History, upon Customer request. Customer may load up to ten (10) additional standards sets, each containing up to 3,000 standards, using Engrade's standard CSV/Excel format.

#### **Configuration of Content Integrations (Engrade: Teach only)**

The Engrade solution will be configured to include any online content providers Customer chooses with which Engrade currently has integrations, including either single-sign-on (SSO) or Repository integrations.

Additionally, if Customer chooses up to five (5) additional online content providers, Engrade will work with Customer to attempt to establish integrations with these providers. All integrations depend on initial and continued cooperation of the content provider, which Engrade does not control. Therefore, Engrade cannot guarantee the availability of any new integration (or continuance of any existing integration).

#### **Third-Party Proprietary Content Licenses (Engrade: Teach only)**

Any online content held by a third-party provider must be either available through an open license or licensed separately by Customer. Engrade does not provide licenses to third-party proprietary content.

#### **Standards Alignment of Repository Integrations (Engrade: Teach only)**

Items in Repository integrations may or may not be aligned to standards, depending on whether the provider has done this alignment. While providers are aligning more and more items over time, Engrade cannot guarantee that available items will be aligned to standards used by your district.

#### **Import of Assessment Data (Engrade: Improve only)**

Engrade will work with Customer to import current and up to two prior years of assessment data. For any assessment providers with which Engrade does not integrate directly, Customer will need to provide data in a CSV file format specified by Engrade.

#### **Import of Assessment Item Banks (Engrade: Assess only)**

Engrade can work with Customer to import assessment item banks, as needed. Items in QTI 1.2 format will be imported at no additional cost. Items in other formats may be imported at Engrade's discretion and may require additional hourly cost to be specified in advance of work. XML formats are preferable to other formats such as PDF or Word documents.

## Report Card Addendum

This Addendum applies only if Customer purchases Reports Cards as an add-on to its Engrade Solution.

Engrade offers three types of Report Cards: (1) Class List, (2) Period-Based, and (3) Course-Based. Engrade will provide information about each type, and Customer is responsible for determining the correct type to meet its needs. Engrade is not responsible or liable in any way if Customer selects the wrong type for its needs. If Customer requests a different type after the Submission Deadline (defined below), Engrade may require Customer to pay an additional fee up to the same amount charged for Report Cards in the Agreement.

Customer may choose one of the following options for its Report Card template:

- **Engrade Template:** Customer may select one of Engrade's pre-made templates, with only small modifications, which may be allowed or disallowed at Engrade's sole discretion.
- **Custom Template:** Customer may submit a custom template to Engrade for approval in a finalized version in PDF format. Templates cannot exceed five (5) pages and must be sized 8.5" x 11" in either landscape or portrait orientation. Engrade will not modify custom templates for Customer.

The Submission Deadline for each school year is the earlier of October 1 or ten (10) business days before Report Cards are to be printed. Each school year, Customer must submit the following items to Engrade by the Submission Deadline: (1) Engrade's Report Card Information Form (currently located at <http://bit.ly/ENGreportcards>); and (2) Customer's final Report Card template. Customer will not be entitled to a refund if it fails to submit either of these items by the Submission Deadline. Customer is encouraged to submit its template earlier than the Submission Deadline, in case modifications are needed. If Customer requests changes to the final Report Card template after the Submission Deadline, these changes may be allowed or disallowed at Engrade's sole discretion and may require Customer to pay an additional fee up to the same amount charged for Report Cards in the Agreement.

Engrade can produce the following information on Report Cards:

- **Student Information:** Address, City, Custom Fields, First Name, Last Name, Grade Level, Parent Cell Phone, Parent Email, State, Student ID, Zip Code.
- **Attendance:** Present (type) marks, Present + Tardy (type) marks, Absent (type) marks, Tardy (type) marks, Tardy + Absent (type) marks, custom attendance marks.
- **Class:** Behavior Mark (count), Behavior Mark (points), Least Frequent Behavior Mark, Most Frequent Behavior Mark, Class Name, Class Comments, Period of the Day, Teacher Name (only primary teacher).
- **Grade:** Weighted GPA, Unweighted GPA, Letter Grade, Percentage Grade, Standards Score, Standards Category Score.
- **Other:** Grading Period (number), School Year.

Report Cards may also include blank cells to be filled in manually by teachers or administrators ("Manual Fields").

Customer may elect to use standards-based Report Cards, which must be Course-Based and use a custom template, not an Engrade template. Additionally, for standards-based Report Cards, the Customer must:

- Maintain appropriate class settings, including but not limited, grade level, subject area, and course type.
- Create and upload any custom standard sets to be tracked on the Report Cards, and tag class assignments with appropriate standards, unless the Customer intends to use Manual Fields for these purposes.
- Only aggregated scores for domain or cluster may be displayed on Report Cards. Text of individual standards or sub-standards may be displayed without scores. Engrade reserves the right to require scores be aggregated at a higher level at its discretion.

Additional provisions:

- Report Cards can only be populated with information from one school year, as labeled in Customer's Engrade Solution. (For example, if the first half of the school year is located in the 2013 Grading Period, and the second half is located in the 2014 Grading Period, both halves cannot be included on one Report Card. The school year must instead be included 2013-2014 Grading Period.)
- Engrade is not responsible or liable for missing or incorrect data on report cards for any classes, assignments or students that are deleted or dropped by Customer, or due to Customer changing or failing to maintain school settings after initial implementation of the Engrade Solution.
- Engrade recommends Customer use marking periods to organize the school year. Otherwise, some report card functionality may be limited or restricted.
- Engrade does not provide transcript reports, including, but not limited to, class credits, earned credits, credit hours, or course codes.
- Engrade Report Cards support Standard English characters and numbers. Additional symbols, including but not limited to non-Standard English characters and check marks, are not supported.
- It is the responsibility of the Customer to generate and save backup files of Report Cards after each term in order to preserve earlier versions of Report Cards.
- The Customer is responsible for reviewing any manual data it enters in Report Cards. Engrade will not track entry of this data or override manually entered data at any time.