

Imagine Learning Purchase Contract – ADDENDUM 1

This document will serve as **Addendum #1** to the Imagine Learning Purchase Contract Dated September 11, 2015 made between Imagine Learning and Adams 12 Five Star Schools.

The Adams 12 Five Star Schools Data Privacy Addendum (Exhibit 1) will be made a part of the Imagine Learning Purchase Contract hereto.

EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

CONTRACTOR NAME: Imagine Learning, Inc.

By: Carl B. Nail

(signature)

Title: Chief Financial Officer

Address: 191 River Park Dr.

City, State, Zip: Provo, UT 84604

Tax ID: 01-0814204

Date: 23 Sept 2016

APPROVED BY:

Kelly Wooden
Authorized Designee of the Board of Education

Kelly Wooden - Purchasing
Print Name and Title

9/23/16
Date

Exhibit 1

Adams 12 Five Star Schools Data Privacy Addendum

The provisions of this Data Privacy Addendum are a part of the Independent Contractor Agreement and apply to all Contractors that will or may have access to student information.

Covered Data

As used in this addendum, confidential information, confidential data, student information, student data, and personally identifiable information ("PII") have the same meaning. Student PII means information collected, maintained, generated or inferred that alone or in combination personally identifies an individual student or the student's parent or family, in accordance with C.R.S. § 22-16-103(13) & 34 C.F.R. § 99.3.

Compliance with State and Federal Law

All data sharing, use, and storage will be performed in accordance with the requirements of the Family Educational Rights and Privacy Act of 1974 as amended, 20 U.S.C. § 1232g & 34 C.F.R. § 99 ("FERPA") and C.R.S. § 22-16-101, *et seq.*

Contractor Obligations:

1. *Uses and Disclosures as Provided in the Agreement.* Contractor may use and disclose the confidential information provided by the District only for the purposes described in the Agreement and only in a manner that does not violate local or federal privacy regulations. Only the individuals or classes of individuals will have access to the data that need access to the confidential information to do the work described in the Agreement. Contractor shall ensure that any subcontractors who may have access to confidential information are contractually bound to follow the provisions of the Agreement.
2. *Nondisclosure Except as Provided in the Agreement.* Contractor shall not use or further disclose the confidential data except as stated in and explicitly allowed by the Agreement and state and federal law. Contractor does not have permission to re-disclose data to a third party.
3. *Safeguards.* Contractor agrees to take appropriate administrative, technical and physical safeguards to reasonable designed to protect the security, privacy, confidentiality, and integrity of student information. Contractor shall ensure that student information is secured and encrypted to the greatest extent practicable during use, storage and/or transmission. Contractor agrees that student information will be stored on equipment or systems located domestically.
4. *Reasonable Methods.* Contractor agrees to use "reasonable methods" to ensure to the greatest extent practicable that Contractor and all parties accessing data are compliant with state and federal law. Specifically, this means: 1. Only de-identified student data may be used for the purposes of educational research. 2. Contractor must protect confidential data from re-identification, further disclosures, or other uses, except as authorized by the District in accordance with state and federal law. Approval to use confidential data for one purpose does not confer approval to use it for another.

5. *Confidentiality.* Contractor agrees to protect student information according to acceptable standards and no less rigorously than they protect their own confidential information.
6. *Reporting.* Contractor shall report to the District within 48 hours of Contractor becoming aware of any use or disclosure of the confidential information in violation of the Agreement or applicable law.
7. *Data Destruction.* Confidential information must be destroyed in a secure manner or returned to the District at the end of the work described in the Agreement. Contractor agrees to send a written certificate that the data was properly destroyed or returned within 30 days of the end of the work as described in the proposal. Additionally, during the term of the Agreement, Contractor shall destroy confidential information upon request of the District as soon as practicable. Contractor shall destroy confidential information in such a manner that it is permanently irretrievable in the normal course of business.
8. *Minimum Necessary.* Contractor attests that the confidential information requested represents the minimum necessary information for the services as described in the Agreement and that only necessary individuals or entities who are familiar with and bound by this addendum will have access to the confidential information in order to perform the work.
9. *Authorizations.* When necessary, Contractor agrees to secure individual authorizations to maintain or use the confidential information in any manner beyond the scope or after the termination of the Agreement.
10. *Data Ownership.* The District is the data owner. Contractor does not obtain any right, title, or interest in any of the data furnished by the District.
11. *Misuse or Unauthorized Release.* Contractor shall notify the District as soon as possible upon discovering the misuse or unauthorized release of student PII held by Contractor or one of its subcontractors, regardless of whether the misuse or unauthorized release is the result of a material breach of the Agreement.
12. *Data Breach.* In the event of a data breach, Contractor will be responsible for contacting and informing any parties, including students, which may have been affected by the security incident. Contractor will promptly notify the District upon the discovery of any data breach.

Prohibited Uses

Contractor shall not sell student PII; use or share student PII for purposes of targeted advertising; or use student PII to create a personal profile of a student other than for accomplishing the purposes described in the Agreement.

Notwithstanding the previous paragraph, Contractor may use student PII to ensure legal or regulatory compliance or take precautions against legal liability; respond to or participate in the judicial process; protect the safety of users or others on Contractor's website, online service, or application; or investigate a matter related to public safety. Contractor shall notify the District as soon as possible of any use described in this paragraph.

School Service Contract Provider Additional Provisions

If Contractor is a School Service Contract Provider – defined in C.R.S. § 22-16-103 as an entity that enters into a contract with the District to provide a website, online service, or application that is designed and marketed primarily for using in a school and collects, maintains or uses student personally identifiable information – the following provisions shall apply:

1. *Data Collection Transparency and Privacy Policy.* Contract shall provide clear information that is understandable by a layperson explaining the data elements of student PII that Contractor collects, the learning purpose for which it collects the student PII, and how Contractor uses and shares the student PII. The information must include all student PII that Contractor collects regardless of whether it is initially collected or ultimately held individually or in the aggregate. Contractor shall provide the District with a link to the information on a webpage maintained and updated by Contractor so that the District may post the link on its website.
2. *Notice Before Making Changes to Privacy Policy.* Contractor shall provide notice to the District before making material changes to Contractor's privacy policy that affects student PII.
3. *Access to Student Information.* Upon request by the District, Contractor agrees to provide in a readable electronic format a copy of all student PII maintained by the Contractor for individual students.
4. *Correction of Inaccurate Student PII.* Contractor shall facilitate access to and correction of any factually inaccurate student PII in response to a request for correction that the District receives.
5. *Grounds for Termination.* Contractor understands that any breach by Contractor or any subcontractor of this addendum, state or federal law regarding student information, or the Contractor's privacy policy described above, may be grounds for termination of the Agreement in accordance with C.R.S. § 22-16-107(2)(a).

C5675

Purchase Contract: Multi-Year Student Licenses

10/26 Email'd Bhs & Stephanie

PDJ # 1386



PURCHASE CONTRACT

OCT26 11:10AM
RECD IN
PURCHASING

September 11, 2015

This purchase contract documents a purchase of the Imagine Learning program by Adams 12 Five Star Schools in the state of Colorado from Imagine Learning, Inc. to address the individualized instructional needs for language and literacy of students in the Adams 12 Five Star Schools PEAK Program. In consideration of annual payments made by Adams 12 Five Star Schools in the amount of \$23,625.00 each year for three years, totaling \$70,875.00, Imagine Learning is providing 200 multi-year student licenses of the Imagine Learning program and three training sessions. The payments for this amount are as follows:

Payment	Amount Due	Deadline
Payment 1	\$23,625.00	October 31, 2015
Payment 2	\$23,625.00	October 31, 2016
Payment 3	\$23,625.00	October 31, 2017

This purchase agreement is a one-time offer valid with a signed contract on or before September 30, 2015, and receipt of a purchase order on or before September 30, 2015. The quote number for this purchase order is QT28404. The term for these licenses is from October 1, 2015 until September 30, 2018.

The Imagine Learning software program is uniquely suited to meet the needs of Adams 12 Five Star Schools students and is only available from Imagine Learning, Inc.

Based on this purchase of licenses and receipt of all payments specified above, the details of the purchase shall include the following:

1. **Training Services:** The training services fees are specified separately on the attached quote. Each basic implementation training session can hold up to twelve trainees.
2. **Support and Upgrades.** As part of the license purchase, Imagine Learning will provide support services and upgrades to Adams 12 Five Star Schools according to the schedule specified below, including but not limited to phone, computer, and on-site support.
 - a. Imagine Learning support is available by telephone at 1-866-ILSUPPORT Monday through Friday, 6:00 a.m.–6:00 p.m. MST.
 - b. Calls to Imagine Learning support by teachers, administrators, technicians, etc., are answered by a live support agent and handled immediately.
 - c. Other communications to our support team, including emails and after-hour messages, are answered within one business day.
 - d. On-site support will be provided as deemed necessary by the Imagine Learning support team in conjunction with Adams 12 Five Star Schools personnel.
 - e. Support services and upgrades are included at no additional charge for the term of the licenses.

- f. Imagine Learning will provide updates to the Imagine Learning program on a regular basis; the district will receive newly developed content when available during the term of the licenses.
- 3. **Usage.** With this purchase, Adams 12 Five Star Schools agrees to partner with Imagine Learning in implementing and using the program with fidelity. This includes using the program as recommended (at least 20 minutes per student, per school day for pre-kindergarten and kindergarten students; at least 30 minutes per student, per school day for students in first grade and above).
- 4. **Pricing.** This pricing offer will expire if a purchase order is not received by September 30, 2015, at which time pricing will switch to standard rates.

* Licenses may be renewed annually at the District's discretion or according to grant funding. Annual Purchase Orders will be required to continue using licenses.

This signed agreement must be received by Imagine Learning on or before September 30, 2015, or this agreement will be considered void.

ACCEPTED AND AGREED:

Adams 12 Five Star Schools

Imagine Learning, Inc.

By: Tracy Dorland
 Print Name: Tracy Dorland
 Title: CAO
 Date: 9/30/15

By: C. B. Hill
 Print Name: C. B. Hill
 Title: Chief Financial Officer
 Date: 10/15/15

Kelly Wooder
Kelly Wooder
Purchasing Manager
10/14/15