



INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES OF LESS THAN \$5,000

This Independent Contractor Agreement (this "Agreement") is entered into as of the last date of signature below by and between Adams 12 Five Star Schools in the County of Adams and State of Colorado (the "District") and Renaissance Learning, Inc. ("Contractor").

WHEREAS, the District has the statutory authority to contract with persons, firms, consultants, and/or entities for the provision of services to the District; and

WHEREAS, the District has determined that a need exists to retain a Contractor to provide the service hereinafter specified; and

WHEREAS, Contractor is qualified to provide the services required by the District; and

WHEREAS, District has elected to purchase the Contractor products set forth in the Quote # 1675903 attached hereto as Exhibit A (the "Order"). This Agreement will supersede any terms that conflict with the Application T&Cs (as defined below). The District's Data Privacy Addendum is attached a made a part hereof – Exhibit B.

NOW, THEREFORE, the parties desire to enter into this Agreement for Contractor to provide District the Services subject to the following terms and conditions:

1. **Hosted Applications.** The Contractor products identified in the Order are referred to herein as a "Hosted Applications". The Hosted Applications are licensed to the District to use in accordance with the terms and conditions contained within the Hosted Applications and the Contractor's privacy policy. A copy of the Hosted Application terms and conditions is attached hereto as Exhibit C and the Contractor's privacy policy is located at <http://www.renaissance.com/wp-content/uploads/2016/10/Renaissance-Applications-Privacy-Policy-92616.pdf> (collectively, the "Application T&Cs").
2. **Hosting Services.** The Contractor shall provide access to the Hosted Applications for the school in the District identified in the Order (the "Hosting Services"). Access rights granted to District shall be limited to those access rights necessary to use the functions provided in the Hosted Application. Renaissance reserves the right to restrict or prevent access to: (i) any and all functions that access critical server or system resources; (ii) directly modify the Hosted Application directories or database; or (iii) violate the terms of any Application T&Cs. Renaissance will provide District with an administrative logon ID and other information necessary to connect to, access, and, use the Hosted Application. The District agrees and understands that:
 - (i) The Hosted Application will be housed at a Renaissance chosen facility, and will operate on servers determined by Renaissance;
 - (ii) Under this Agreement, Renaissance will only provide hosting services for the Hosted Applications;
 - (iii) District will only use Hosted Applications in accordance with the Application T&Cs, will not make any Hosted Application available to any third party and, in particular will not allow Accelerated Reader quizzes to be taken from outside District's school or district facilities; and
 - (v) Use of computer technology, public utilities and the internet are inherently subject to uncertainties and there can be no assurances that the Hosting Services will be uninterrupted, error-free, virus free, without slow response time, or completely secure.
3. **Professional Services.** The Contractor will provide the professional services related to the Steps First package identified in the Order (the "Professional Services" and collectively with the Hosting Services, the "Service") consistent with generally accepted industry standards for the Contractor's customary services. Include the individual names of all service providers that will perform any of the Professional Services under this Agreement (add additional pages as needed): Christine Giese. The District and the Contractor agree that the Professional Services shall be provided at the following mutually agreed locations and times, or as agreed to in writing by the parties after the approval of this Agreement: McElwain Elementary.
4. **Term.** The term of this Agreement shall commence on 01/01/2017 and will terminate on 8/31/2017 except that the Professional Services shall terminate on 2/28/2017. Under no circumstances will the term exceed one fiscal year from the

commencement date. The Contractor understands and agrees that the District has no obligation to extend this Agreement's term, or contract for the provision of any future services, and makes no warranties or representations otherwise.

5. **Remuneration.** The Contractor's fee the District is obligated to pay for access to the Hosted Applications and receipt of the Hosting Services and the Professional Services under this Agreement is as follows: \$4,100.10 and under no circumstances whatsoever shall the fee exceed \$4,100.10. The District shall process the Contractor's payment within thirty (30) days from the receipt of a valid invoice to the District's Accounts Payable office. Contractor shall provide the District with an invoice upon execution of this Agreement and receipt of District's purchase order.

6. **Invoicing Requirements.** The Contractor shall furnish the following information, as applicable, within invoices that are submitted for request for payment to the District:

- a. Dates of the subscription to the Hosted Applications and dates that the Professional Services were rendered
- b. Identification of the Hosted Applications and detailed description of the Services or activities performed
- c. If Professional Services were on a "fixed price" basis, a summary of provided milestones as per the scope of work
- d. Names of the individuals providing Professional Services
- e. With respect to Professional Services, hours worked
- f. The bill rate or compensation for the license to the Hosted Application and provision of the Services rendered
- g. All 'Other Direct Expenditures' shall include-vendor name, expense type, expense description, and date of expense. (The District uses the prescribed Federal guidelines for travel reimbursement. For further information, please go to the District website and see Superintendent Policy 4150 for guidelines on accepted daily rates.)

6. **Independent Contractor.** Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of contractor shall be deemed to be an agent or employee of the District. Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the District and the District shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Unemployment insurance benefits shall be available to Contractor and its employees and agents only if such coverage is made available by Contractor or a third party. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Agreement. Contractor shall not have authorization, express or implied, to bind the District to any contract, liability or understanding, except as expressly set forth herein. Contractor shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by the District, and (c) be solely responsible for its acts and those of its employees and agents.

7. **Conflict of Interest.** The signatories aver that to their knowledge, no employee of the District has any personal or beneficial interest whatsoever in the service or property described in this Agreement. Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor's Services and Contractor shall not employ any person having such known interests.

8. **No Unauthorized Use of Names.** Neither party will use the other's name in any advertisement, promotion, business card, or similar circumstance, without the other party's prior written consent.

9. **Assignment Prohibited.** The rights and obligations of either Party under the Agreement may not be transferred or assigned directly or indirectly without the prior written consent of the other Party. Except as otherwise expressly provided herein, the provisions hereof will inure to the benefit of, and be binding upon, the successors, assigns, heirs, executors and administrators of the Parties.

10. **Compliance with Law and District Policies.** On the effective date of this Agreement, and during the term of this Agreement, the Contractor will be fully qualified and will have all licenses, permits, certificates, registrations, and approvals needed to perform its obligations under this Agreement. Contractor shall strictly comply with all applicable federal and state laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices. Contractor shall also comply with all applicable District policies. Contractor shall complete a criminal background check on all employees who work under this Agreement and maintain records of such during the term of the Agreement. Those employees who have been convicted of, pled no contest to, or received a deferred sentence or deferred prosecution for any crime involving a child will not be allowed to work on District property, with District staff or students, or have access to District information. Contractor shall provide proof of background checks upon request by the District. Contractor will be responsible for following all federal, state, and local privacy and confidentiality requirements in performing background checks.

11. **Modification/Entire Agreement/No Prior Agreement.** This Agreement (including all exhibits attached hereto) constitutes the entire understanding between the parties hereto with respect to the Hosted Applications and Services and may not be modified and/or amended unless any such modification or amendment is reduced to writing and signed by both parties.

The Contractor further understands and agrees that this Agreement supersedes any prior written or verbal agreement, promise, representation, understanding, or course of conduct between the parties.

12. **Termination/Revocation.** Either party may revoke or otherwise terminate this Agreement, upon a material breach by the other party provided the party has provided written notice to the breaching party and the breach remains uncured within 30 days of such notice. Any such writing shall be sent to the other party by certified mail, return receipt requested, and shall be effective thirty (30) days after the date of mailing. In the event of termination, the District shall be obligated to pay the Contractor only for the time period District had access to the Hosted Applications and Hosting Services and for Services rendered up to the effective date of termination. The District's obligations under this Agreement shall automatically terminate in the event of the insolvency, receivership, bankruptcy filing, or dissolution of Contractor. In addition, the District may terminate this Agreement immediately without prior notice if the Contractor commits an act of fraud, dishonesty, or any other act of negligent, reckless or willful misconduct in providing services to the District, or if any contract by the District with any third party on which this Agreement substantially depends is terminated or the District is unable for any other reason to provide services for to the party/parties to that contract.

13. **Fund Availability.** Financial obligations of the District payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

14. **Indemnification.** The Contractor agrees to indemnify, defend and hold the District harmless from and against any claim, cause of action, judgment, loss, demand, suit, or legal proceeding brought against the District or its employees, representatives, or agents, which arises directly from any act or omission of the Contractor, including but not limited to any misconduct or neglect by the Contractor and/or its employees, subcontractors, or agents.

15. **Disclaimer of Warranties.** EXCEPT AS EXPLICITLY SET FORTH IN THIS AGREEMENT, THE HOSTED APPLICATIONS AND ALL SERVICES PROVIDED PURSUANT TO THIS AGREEMENT ARE PROVIDED OR PERFORMED ON AN "AS IS" BASIS, AND DISTRICT USE OF THE HOSTED APPLICATIONS AND THE SERVICES IS SOLELY AT ITS OWN RISK. DISTRICT'S EXCLUSIVE REMEDY IS TERMINATION AS SET FORTH IN THIS AGREEMENT. CONTRACTOR DOES NOT MAKE, AND HEREBY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CONTRACTOR DOES NOT WARRANT THAT THE HOSTED APPLICATIONS OR THE SERVICES PROVIDED HEREUNDER WILL BE UNINTERRUPTED, ERROR-FREE, WITHOUT SLOW RESPONSE TIME, OR COMPLETELY SECURE. IN NO EVENT SHALL CONTRACTOR BE LIABLE TO DISTRICT OR ANY THIRD PARTY FOR ANY LOSSES, LOST PROFITS, LOST OR STOLEN DATA, DAMAGES, DELAYS INTERRUPTIONS, OR VIRUSES ARISING OUT OF OR RELATED TO THIS AGREEMENT REGARDLESS OF THE BASIS OF THE CLAIM. NOTWITHSTANDING ANYTHING TO THE CONTRARY, CONTRACTOR'S AGGREGATE LIABILITY TO DISTRICT (INCLUDING ATTORNEY'S FEES), IF ANY, SHALL NOT EXCEED THE AMOUNT OF THE FEES PAID TO CONTRACTOR BY DISTRICT UNDER THIS AGREEMENT.

16. **Limitation of Liability.** Any liability of Contractor with respect to any of the Professional Services will be limited exclusively to correction of such Professional Services or materials or, if such correction is not possible or impractical, to refund of the pertinent fees. Notwithstanding anything else in this Agreement or otherwise, and to the maximum extent permitted by law, the liability of both parties shall be limited to direct damages only, thus excluding liability for any other damages such as indirect, special, incidental, consequential or punitive damages (including but not limited to lost profits, lost data, lost revenue, lost savings, lost business and loss of goodwill).

17. **Governing Law.** Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this agreement. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations or which purports to negate this or any other provision of this Agreement in whole or in part shall be null and void.

18. **Severability.** If it is found by a court of competent jurisdiction or by operation of law that a term or provision of this Agreement is invalid or unenforceable, the remainder of the Agreement shall be unimpaired and continue in force and effect, and the invalid or unenforceable term or provision shall be replaced by such valid term or provision as comes closest to the intention underlying the invalid or unenforceable term or provision.

19. **Governmental Immunity.** No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the Colorado Governmental Immunity Act, CRS 524-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C. 551346(b) and 2671 et seq., as applicable now or hereafter amended.

20. **Binding Arbitration Prohibited.** The District does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in this contract or incorporated herein by reference shall be null and void.
21. **Insurance.** The District will not include the Contractor as an insured under any policy the District has for itself, including, without limitation, any liability, life, collision, comprehensive, health, medical, workers' compensation or unemployment compensation insurance policy. The Contractor shall provide the insurance as the Service requires. Insurance provisions for small provider status apply to the person or party who provides a limited service one time or for a specified period at a single site.
22. **No Waiver.** No assent, expressed or implied, by either party to any breach of any obligation or covenant by the other party shall be construed as a waiver of any subsequent or other breach by the other party. Notwithstanding any other provision of this Agreement to the contrary, no term or condition of this Agreement shall be construed or interpreted as a waiver, expressed or implied, unless it is in a written document executed by the party against whom the waiver is sought to be enforced.
23. **Public Contracts for Services.** Contractor certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who shall perform work under this Agreement and shall confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Agreement, through participation in the E-Verify Program or the State program established pursuant to CRS 58-17.5102(5)(c), Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. Contractor (a) shall not use E-Verify Program or State program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed, (b) shall notify the subcontractor and the District within three days if Contractor has actual knowledge that a subcontractor is employing or contracting with an illegal alien for work under this Agreement, (c) shall terminate the subcontract if a subcontractor does not stop employing or contracting with the illegal alien within three days of receiving the notice, and (d) shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to CRS 58-17.5-102(5), by the Colorado Department of Labor and Employment. If Contractor participates in the State program, Contractor shall deliver to the District a written, notarized affirmation, affirming that Contractor has examined the legal work status of such employee, and shall comply with all of the other requirements of the State program. If Contractor fails to comply with any requirement of this provision or CRS 58-17.5-101 et seq., the District may terminate this agreement for breach and, if so terminated, Contractor shall be liable for damages.
24. **Public Contracts with Natural Persons.** Contractor, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that he or she (a) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (b) shall comply with the provisions of CRS 524-76.5-101 et seq., and (c) has produced one form of identification required by CRS 524-76.5-103 prior to the effective date of this Agreement.
25. **Paragraph Headings.** The captions and headings set forth herein are for convenience of reference only, and shall not be construed to limit or define the terms and provisions hereof.
26. **Conflict.** In the event of a conflict between the terms of this Agreement and any exhibits attached to this Agreement, the terms of this Agreement shall prevail.
27. **Relief the District May Seek.** Each party agrees that, if the other party violates Paragraph 28 of this Agreement, it would be difficult to determine the damages such party would suffer including, but not limited to, losses attributable to lost confidential information. Accordingly, each party agrees that if the other party violates Paragraph 28 of this Agreement, such party will be entitled to an order for injunction relief and/or for specific performance, or their equivalent, from a court, including requirements that the other party take action or refrain from action to preserve the secrecy of such party's Confidential Information and to protect such party from additional damages, and the other party agrees the such party does not need to post a bond to obtain an injunction and waives the other party's right to require such a bond.
28. **Confidential Information.**
- a. **Definition.** The parties agree that all business, technical, and financial information that a reasonable person would deem to be of a confidential nature ("Confidential Information") that one party ("Receiving Party") obtains from the other party ("Disclosing Party") is confidential information of the Disclosing Party. Confidential Information of District includes student data.
- b. **General Obligations.** Except as expressly and unambiguously allowed herein, the Receiving Party will hold in confidence and not use or disclose any Confidential Information of the Disclosing Party. Upon termination of this Agreement, or upon request of the Disclosing Party, the Receiving Party will return to the Disclosing Party all Confidential Information of the Disclosing Party, all documents and media containing such Confidential Information, and any and all copies or extracts thereof, or destroy such Confidential Information as directed by the Disclosing Party, provided, however, Recipient shall be allowed to maintain copies of Confidential Information pursuant to its backup or archival policies or procedures, which copies will remain subject to the confidentiality obligations set forth herein.

c Permitted Disclosure. Each Party may disclose Confidential Information to its employees only to the extent necessary to fulfill each party's obligations under this Agreement, provided that those employees are bound to confidentiality obligations at least as restrictive as those set forth herein. Company may disclose Confidential Information to Company Affiliates and subcontractors, provided that parties receiving such Confidential Information are bound by confidentiality obligations at least as restrictive as those set forth herein.

d Exceptions to Confidential Information. The Receiving Party will not be obligated under this Section **Error! Reference source not found.** with respect to information the Receiving Party can document:

- i is or has become readily publicly available without restriction through no fault of the Receiving Party or its employees or agents;
- ii is received without restriction from a third party lawfully in possession of such information and lawfully empowered to disclose such information;
- iii was rightfully in the possession of the Receiving Party prior to its disclosure by the other Party; or
- iv was independently developed by employees of the Receiving Party without access to Disclosing Party's Confidential Information.

Notwithstanding the foregoing, Confidential Information may be disclosed by the Receiving Party pursuant to a judicial order, governmental regulation, regulatory authority or statutory requirement, provided that the Receiving Party, subject to what is permitted under the applicable law or regulation, either (a) gives the Disclosing Party reasonable notice prior to such disclosure to allow the Disclosing Party a reasonable opportunity to seek a protective order or equivalent, or (b) obtains, if possible, a written assurance from the competent judicial, regulatory or governmental entity that it will afford the Confidential Information the highest level of protection afforded under the applicable law or regulation. Disclosure under this paragraph shall not relieve the Receiving Party of its obligations of confidentiality generally under this Agreement.

27. **Notices, Process**. Any notice this Agreement requires must be in writing and will be effective only if hand delivered or sent by certified U.S. mail, return receipt requested, to the party entitled to receive the notice at the Contractor's address provided in this Agreement, while the District's Notice address is as follows: Adams 12 Five Star Schools, Chief Operating Officer, 1500 East 128th Avenue, Thornton, CO 80241; or at such other address that either party may provide later to the other party. Each party agrees to waive service of process in any action brought to enforce or to interpret this Agreement and the parties further agree that service of the complaint and any other pleading, discovery, order or document in any such action that would otherwise have to be served by personal service will be deemed served three (3) days after being sent to the other party and that party's attorney as provided above.

28. **Work Product**. Contractor shall own all right, title and interest in and to the Hosted Applications, the Hosting Services and any and all work product or materials to be developed and delivered by Contractor in the performance the Professional Services or in connection with provision of the Hosted Application or Hosting Services; provided, however, that District is hereby granted a non-transferable, non-sublicensable, non-exclusive, worldwide, limited license to use the work product resulting from the Professional Services in connection with using the Hosted Applications (in accordance with the Hosted Application T&Cs) for the duration of the term of this Agreement.

IN WITNESS OF THE PARTIES AGREEMENTS, the District and the Contractor have executed this Agreement on the date(s) indicated below:

CONTRACTOR: Renaissance Learning, Inc.

Debra C. Schoenick

Signature
Debra C. Schoenick,
Vice President of Strategic Support

Name and Title

Address:

901 Deming Way Suite 301

Madison, Wisconsin 53717

Attn: General Counsel

39-1559474

Tax ID

January 25, 2017

Date

I hereby certify that the individuals requested in this Agreement are not school district employees, and are not family members of mine. Any finding to the contrary may require repayment and/or further disciplinary action up to and including termination.

ADAMS 12 FIVE STAR SCHOOLS

IN THE CITY OF THORNTON, COUNTY OF ADAMS STATE OF COLORADO

RECOMMENDED BY:

Site Administrator's Signature

Name and Title

School or Department

Date

APPROVED BY:

Cindy Roth

Authorized Designee of the Board of Education

Cindy Roth, Buyer

Name and Title

1/26/17

Date

This form must be completed in full, submitted to the District's Purchasing Department, and approved and executed by the duly authorized designee of the Board of Education prior to the commencement of the Contractor's provision of services. THE DISTRICT SHALL NOT BE LIABLE FOR PAYMENT FOR ANY SERVICES PERFORMED BY THE CONTRACTOR PRIOR TO APPROVAL.

Exhibit A

Order

See attached.

RENAISSANCE®

Quote #: 1675903

PO Box 8036, Wis. Rapids, WI 54495-8036 - Phone:(800) 338-4204 Fax:(877) 280-7642 Federal I.D. 39-1559474

EXHIBIT A

McElwain Elementary School - 245782
1020 Dawson Dr
Denver, CO 80229-4909
Contact: Suzy O'Dorisio - (720) 972-5500
Email: odo021575@adams12.org

Reference ID: 247506
Created: 12/12/2016

Quote Summary	School Count : 1
Product & Services Total	\$5,198.10
Applied Discounts	(\$1,098.00)
Shipping and Processing	\$0.00
Sales Tax	\$0.00
Grand Total	\$4,100.10

To place an order, please submit your organization's required purchase order with reference to quote number 1675903. An invoice will be sent upon receipt of your purchase order. Payment is due net 30 days from the invoice date. If your organization does not require a purchase order, please contact our order services team at 877-444-3172 for assistance with placing your order.

Mail: PO Box 8036, Wis. Rapids, WI 54495-8036

Fax: (877)280-7642

Email: electronicorders@renaissance.com

If changes are necessary, or additional information is required, please contact your account executive (s) Sher Kerschen at (866)391-5131, Thank You.

This quote is valid until 12/22/2016. All quotes and orders are subject to availability of merchandise. Professional development expires one year from purchase date. Alterations to this quote will not be honored without Renaissance Learning approval. Please note: Any pricing or discount indicated is subject to change with alterations to the quote. Tax has been estimated and is subject to change without notice. Unless you provide Renaissance Learning with a valid and correct tax exemption certificate applicable to your purchase of product and the product ship-to location, you are responsible for sales and other taxes associated with this order.

Renaissance Place is an advanced, web-based, software system. Renaissance Learning personnel are available to assist with each step of the detailed implementation to help you realize the multiple benefits that Renaissance Place provides. To ensure a successful implementation, please allow 30 to 90 days for the remote installation and setup.

RENAISSANCE®

Quote #: 1675903

PO Box 8036, Wis. Rapids, WI 54495-8036 - Phone:(800) 338-4204 Fax:(877) 280-7642 Federal I.D. 39-1559474

McElwain Elementary School - 245782			
Products & Services	Quantity	Unit Price	Total
Accelerated Reader Upgrade from Desktop One-Time Fee	1	\$599.00	\$599.00
Accelerated Reader Student Subscription Alignment ** 01/01/2017 - 08/31/2017	275	\$4.15	\$1,141.25
Star Reading One-Time Fee	1	\$1,599.00	\$1,599.00
Star Reading Subscription Alignment ** 01/01/2017 - 08/31/2017	355	\$2.70	\$958.50
Renaissance Place Hosting Alignment ** 01/01/2017 - 08/31/2017	1	\$401.35	\$401.35
First Steps Package (2 months) - Assessment 01/01/2017 - 02/28/2017	1	\$499.00	\$499.00
McElwain Elementary School Subtotal			\$5,198.10
Applied Discounts			(\$1,098.00)
McElwain Elementary School Total			\$4,100.10

**This item is pro-rated for less than full year subscription period.

Additional Comments:

"In order to qualify for this special offer, please submit your payment or purchase order by 12/22/2016."

Exhibit B

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 Data Privacy Addendum “student personally identifiable information” or “PII” means information collected, maintained, generated or inferred by Contractor in providing the services under the Agreement 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 of PII 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 PII provided by the District only for the purposes described in the Agreement and only in a manner that does not violate applicable local or federal privacy regulations. Only the individuals or classes of individuals will have access to the data that need access to the PII to do the work described in the Agreement. Contractor shall ensure that any subcontractors who may have access to PII are contractually bound to follow the provisions of the Agreement.
2. *Nondisclosure Except as Provided in the Agreement or by Law.* Contractor shall not use or further disclose PII except as stated in and explicitly allowed by the Agreement or as allowed by state and federal law. Except as set forth in the Agreement, Contractor does not have permission to re-disclose data to a third party.
3. *Safeguards.* Contractor agrees to use commercially reasonable efforts to take appropriate administrative, technical and physical safeguards reasonably designed to protect the security, privacy, confidentiality, and integrity of PII. Contractor shall secure and encrypt (except at Rest) PII during use, storage and/or transmission of such PII. Contractor agrees that PII 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 applicable state and federal law. Specifically, this means: 1. Only de-identified PII may be used for the purposes of educational research. 2. Contractor must protect the de-identified PII from re-identification, further disclosures, or other uses, except as authorized by the District in accordance with applicable state and federal law. Approval to use PII for one purpose does not confer approval to use it for another.
5. *Confidentiality.* Contractor agrees to protect PII according to acceptable standards and no less rigorously than they protect their own PII.
6. *Reporting.* Contractor shall report to the District within 48 hours of Contractor becoming aware of any use or disclosure of the PII in violation of the Agreement or applicable law.

7. *Data Destruction.* PII must be destroyed in a secure manner or returned to the District at the end of the work described in the Agreement. Upon request, Contractor agrees to send a written certificate that the PII was properly destroyed or returned within 90 days of termination of the Agreement. Additionally, during the term of the Agreement, upon request, Contractor shall destroy PII of the District as soon as practicable. Contractor shall destroy PII in such a manner that it is permanently irretrievable in the normal course of business.
8. *Minimum Necessary.* Contractor attests that the PII 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 PII in order to perform the work.
9. *Authorizations.* When necessary, Contractor agrees to secure individual authorizations to maintain or use the PII in any manner beyond the rights set forth in Section 10 below.
10. *Data Ownership.* The District is the data owner of the PII. Contractor does not obtain any right, title, or interest in any of the data furnished by the District except the limited right to use the PII during the term of the Agreement to provide the services under the Agreement. Notwithstanding anything to the contrary in this Agreement, Contractor may retain and use PII that has been de-identified during the term of the Agreement and thereafter to (1) improve educational products, for adaptive learning purposes, and for customized student learning; (2) demonstrate the effectiveness of Contractor's products in the marketing of those products; or (3) for the development and improvement of educational sites, services, or applications.
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 security incident involving unauthorized access to PII ("a "Security Incident"), Contractor shall notify the District upon the discovery of any Security Incident. Contractor will cooperate with and collaborate with the District on communication District may provide to any parents, students or school and district stakeholders.

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 PII.* 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 and provides to Contractor.
5. *Grounds for Termination.* Contractor understands that any material breach by Contractor or any subcontractor of this addendum, state or federal law regarding PII, 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).

CONTRACTOR:



Signature

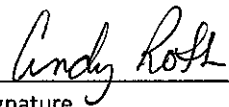
Jeff Christensen,
Director of Information Security

Name and Title

January 25, 2017

Date

ADAMS 12 FIVE STAR SCHOOLS:



Signature

Cindy Roth, Buyer

Name and Title

1/26/17

Date

Exhibit C

Hosted Application T&Cs

See attached.

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