

Purchasing Contract

For Goods and Services

Cover Page

CONTRACTOR:

Click or tap here to enter text.

Click or tap here to enter text.

Click or tap here to enter text.

Legal Notice Recipient

(including for data protection events).

Legal Counsel at the above address.

DISTRICT:

Jefferson County School District R-1

1829 Denver West Dr., Bldg. 27

Golden, Colorado 80401

Legal Notice Recipient

(including for data protection events).

Director of Purchasing at the above address.

EFFECTIVE DATE:

The latter day of the Parties' signatures.

END DATE:

12 months from the Effective Date.

On this date: Click or tap to enter a date.

CONTRACT AMOUNT:

\$ Click or tap here to enter text.

For the Initial Term

For this time frame: Click or tap here to enter text.

This is a Master Contract.

The total amount spent may be less than the Maximum Amount.

PURPOSE:

Click or tap here to enter text.

Solicitation Method (if applicable):

Click or tap here to enter text.



Signature Page

The Parties agree to the terms and conditions of this Contract by signing below. Individuals signing on behalf of each Party represent and warrant that they are authorized to sign on behalf of and thus bind the Party for whom they are signing.

CONTRACTOR

Signer Name: _____

Signer Title: _____

Signature: _____

Date: _____

DISTRICT

Signer Name: _____

Signer Title: _____

Signature: _____

Date: _____

Statement of Performance and Pricing

Insurance

In addition to the insurance requirements listed elsewhere, the Contractor shall maintain the following types of insurance coverage at the listed minimum levels of coverage where checked:

<delete policies not needed>

<i>Policy</i>	<i>Occurrence / Aggregate</i>
Automobile	\$2,000,000 / \$5,000,000
Professional Liability	\$2,000,000 / \$5,000,000
Cyber Liability	\$3,000,000 / \$5,000,000
Commercial Crime	\$1,000,000 / \$2,000,000
SAM	\$2,000,000 / \$5,000,000
Pollution Liability	\$2,000,000 / \$5,000,000

Attachment 1 to Statement of Performance and Pricing

<delete if not used>

Statutorily Required Contract Provisions

Availability of Funds and Constitutional Limitations on Debt. Financial obligations of the District payable after the current Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, or otherwise made available. The District does not irrevocably pledge present cash reserves for payments in future fiscal years. The Contract is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation. In the event money is not being appropriated, budgeted, or otherwise made available in the current Fiscal Year or later Fiscal Years, the District may modify its obligations under the Contract accordingly. Colo. Const. Art. XI, Section 3.

Accessibility. The Contractor shall comply with and the Services and the Work Product (if applicable) shall be in compliance with all applicable web content accessibility laws and industry best practices for digital inclusivity, expressly including provisions of C.R.S. §§24-85-101, *et seq.*, and the Accessibility Standards for Individuals with a Disability, as established by the Governor's Office Of Information Technology (OIT), pursuant to Section C.R.S. §24-85-103 (2.5). The Contractor shall also comply with all State of Colorado technology standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards. The District may require the Contractor's compliance to the State's Accessibility Standards to be determined by a third party selected by the District to attest to Contractor's Work Product, Services, and software are in compliance with C.R.S §§24-85-101, *et seq.*, and the Accessibility Standards for Individuals with a Disability as established by the Office of Information Technology pursuant to C.R.S. §24-85-103 (2.5).

Conflict of Interest. The Contractor represents that the Contractor (i) has no personal or financial interest in the Contract (other than the consideration to be earned); (ii) shall not acquire any such interest, direct or indirect, which would conflict with the performance under the Contract; and (iii) does not and will not employ or engage any person with a personal or financial interest in the Contract (other than the consideration to be earned). The Contractor shall not offer goods or services to District employees that District employees are prohibited from accepting under C.R.S §24-18-109, or other law.

Criminal Record Certification. Where required by law and District policies, the Contractor shall complete criminal records check on itself, if an individual, and any Contractor employee, agent, or Subcontractor who is an individual and whose performance under the Contract involves direct services to Students and regular, not incidental, contact with Students. The Contractor, if an individual, and Contractor's employees, Subcontractors, or other agents of the Contractor, who are individuals and who have been convicted of, pled *nolo contendere* to, or received a deferred sentence or deferred prosecution for a felony, or a misdemeanor crime involving unlawful sexual behavior or unlawful behavior involving children, are not allowed to work on District property. The Contractor shall conduct criminal background checks using the federal Equal

Employment Opportunity Commission's guidance titled "Consideration of arrest and Conviction Records in Employment Decisions under Title 7 of the Civil Rights Act of 1964," issued 4/25/2012 and as amended from time to time. The Contractor shall inform the District of background check results upon the District's reasonable request and as and to the extent permitted by law. C.R.S. §22-32-109.7, §22-32-122, §24-72-305.3.

Federal Funding. Federal grants or other federal money may pay for the Contract in whole or in part. The Federal Funding Provisions apply to the Contract. The Federal Funding Provisions appear on the District Purchasing website at <https://www.jeffcopublicschools.org/about/finance/purchasing>.

Governing Law and Jurisdiction; References to Law. The laws of the State of Colorado govern this Contract. A Party will bring any action to enforce its rights in a court of competent jurisdiction in Jefferson County, Colorado or, if federal jurisdiction applies, in a federal court of competent jurisdiction in the District of Colorado. All references to law refer to the law as in effect on the Effective Date and as such law may be amended, enacted, or repealed while the Contract remains in effect. C.R.S. §22-1-135.

Governmental Immunity. The District does **not** waive any rights or other provision of and arising under the Colorado Governmental Immunity Act. C.R.S. §§24-10-101 *et seq.*

Independent Contractor. The Contractor is an independent contractor with respect to the District. The Contractor and its employees, subcontractors, and subcontractor employees are **not** employees of the District. The Contractor shall perform its duties as an independent contractor, pay when due all applicable employment taxes and income taxes for its employees incurred in the performance of the Contract, and provide and keep in force workers' compensation and unemployment insurance as and in the amounts required by law.

Open Records. CORA applies to the Contract, the Contractor's performance, and the records and reports generated thereunder, to the extent not prohibited by state or federal law. C.R.S. §§24-72-101 *et seq.*

PERA Contributions. If the Contractor is a Colorado Public Employees Retirement Association (PERA) retiree in an individual capacity or is an entity owned or operated by a PERA retiree, the Contractor shall inform the District of this status. To the extent that Colorado law applies, concerning retiree employment after PERA retirement and employer and employee contributions to PERA, the District will and the Contractor shall comply with their respective obligations under that statute. C.R.S. §24-51-1101.

Exceptions to Terms. Any provisions required by C.R.S. §22-1-135 are deemed to be included to the extent not included in the Contract. A term or condition in this Contract or any Contractor Document is *void ab initio* if the term or condition:

- Purports to limit the Contractor's liability.
- Removes ownership of District Data or De-identified Data or both from the District.



- Allows for use of District Data or De-Identified Data or both outside of, in addition to, or other than as expressly permitted under the Contract.
- Automatically renews any contractual obligation of the District.
- Places confidentiality requirements on the District that conflict with the District's legal obligations, such as and without limitation, those regarding open records and government transparency.
- Constitutes a waiver of jury trial or other District rights.
- Shortens the time period before a limitation of action goes into effect.
- Are prohibited or void under C.R.S. §22-1-135. This includes, without limitation, provisions (i) requiring the District to indemnify others; (ii) requiring binding arbitration or other extra-judicial dispute resolution; (iii) waiving the Colorado Governmental Immunity Act; or (iv) conflicting with Colorado law. In the event of a conflict between this summary and C.R.S. §22-1-135, the latter governs.

Contract Terms and Conditions

Purchases and Ordering.

Orders. The District will issue P.O.s to initiate and complete Purchases under the Contract. In addition, if this is a Master Contract or the Contract Purpose otherwise so provides, the District may place concurrent or future Orders for Purchases. This Contract governs all Purchases the District makes under the Contract, including, without limitation, any Purchases made with the use of P.O.s or other forms of Orders that may be specified herein.

Master Contract. If the Cover and Signature Page indicates that this is a Master Contract, then this Contract establishes a business relationship between the Parties that is intended to facilitate the placement of concurrent or future Orders for multiple Purchases by the District, Schools, and Departments in accordance the Contract Purpose and for the Goods, Services, or Digital Licenses and at such prices and rates as described in the Contract. If this is a Master Contract, it may but need not establish a Maximum Amount. If there is no Maximum Amount on the Cover and Signature Page, then the amount of each Order is the maximum amount for that Purchase.

Contract Prices and Rates. The District will pay such contract amounts and at such prices, rates, fees, or other payment as is specified in Orders, in the Contract section labeled "Statement of Performance and Pricing," or both.

Invoices. The Contractor shall submit to the District, attention Accounts Payable, invoices for Purchases, which shall, at a minimum, contain the following information: (1) P.O. Number; (2) contract number, if available; and (3) a description of the invoiced goods and services that is acceptable to the District. The invoice shall not list names or other personally identifiable information of Students.

Insurance By Contractor.

Requirement to Carry and Maintain Insurance. The Contractor shall maintain policies of insurance sufficient to respond to liabilities of the Contractor and exposures, risks and liabilities to the District arising under the Contract in addition to specific coverage set forth below, in the Statement of Performance and Payment, or elsewhere in the Contract. If the Contractor is a public entity within the meaning of the Colorado Governmental Immunity Act, §§24-10-101 *et seq.*, C.R.S., the Contractor shall maintain while the Contract is in effect, including during any warranty period, such liability insurance, by commercial policy or self-insurance, sufficient to respond to liabilities of the Contractor and exposures, risks and liabilities to the District arising under the Contract.



Specific Coverage. The Contractor shall, at a minimum, maintain the types of insurance coverage at the listed minimum levels of coverage as set forth in the table below. Policy names denote common insurance industry standards of coverage. The Contractor shall assume all financial responsibility for deductibles and self-insured retentions. For General Liability coverage, the Contractor shall cause the District to be added as an Additional Insured.

Policy	Occurrence / Aggregate
General Liability	\$2,000,000 / \$5,000,000
Worker's Compensation	As required by law.

Minimum Rating Standard. All insurance carriers providing coverage to the Contractor hereunder shall have an AM Best rating of A-VIII or better.

Subcontractor Insurance Requirement. The Contractor shall require Subcontractors to maintain insurance policy coverages equivalent to and with coverage limits that are no less than those required of the Contractor in this Contract and shall in any event be sufficient to cover the Subcontractors' liability that may arise from their performance as Subcontractors.

Certificates of Insurance. The Contractor shall provide evidence of insurance coverage required by the Contract upon the District's request. Certificates of insurance shall be in such form and substance sufficient to evidence that the insurance required under the Contract is in effect and shall provide information as to when insurance coverage expires.

Claims Made Basis. If a policy is written on a claims-made basis, then the Contractor shall maintain or purchase retroactive dates and extended reporting periods to maintain continuous coverage during any period when claims may be made in connection with the Contractor's performance under the Contract, and in no event less than 24 months after the insurable work or event is completed.

Not a Cap. The requirements of this section titled "Insurance" shall not be construed as a cap on the Contractor's liability.

Indemnification from Contractor.

Agreement to Indemnify. The Contractor indemnifies and holds the District harmless against all Claims that result from, arise in connection with, or are related to the Contractor, any Subcontractor or Subcontractors, or the Contractor's employees', agents', officers', directors, or assignees' actions or omissions in performance under the Contract and that are not attributable to the District's action or inaction. If performance under the Contract includes use of Intellectual Property, delivery of Work Product, or both, then the Contractor also indemnifies, holds harmless, and assumes the duty to defend the District against

any and all Claims that result from, arise in connection with, or are related to Work Product or infringement on the Intellectual Property rights of a Party or any person not a Party. For purposes of this provision, "Claim" means, both in its singular and plural form, actions, suits, causes of action, demands, liability, costs, expenses, court awards (including without limitation attorneys' fees and court costs) and all other incidents of liability alleged or brought against the District by persons not a Party

No Effect of Other Limitations Provisions. The Contractor's agreement to indemnify takes precedence over any conflicting or inconsistent Contract provisions.

Survival. The Contractor's agreement to indemnify survives the termination, expiration, or other ending of the Contract until such time when all possible and applicable limitation of action periods have expired.

District Data and Information. This section titled "District Data and Information" and the DPA, if a part of the Contract, address the same subject matter and shall be construed so as to give effect to both. In the event of a conflict or inconsistency between the provision of this section and the DPA, if a part of the Contract, the provision of the DPA apply.

Data Relating to Students and other Persons not a Party. While performing under the Contract, the Contractor may gain access to PII, District Data, and other information relating to Students and other individuals or entities. The Contractor acknowledges that under law, its officers, employees, agents, and Subcontractors who access the Education Records and PII of District Students may use such information only for the purpose of performing under the Contract; that the Contractor is prohibited from re-disclosing such information to persons not a Party; that the Contractor shall use reasonable methods to ensure to the greatest extent practicable that such records and data are protected from further disclosure; and that the Contractor shall securely destroy any such information when the Contract is terminated or when the information is no longer needed to perform under the Contract. The Contractor shall collect and use that data and information only as necessary to perform under the Contract and shall comply with the following:

- The federal "Family Education Rights and Privacy Act", 20 U.S.C. § 1232g, in accordance with which the Contractor may be a school official; and
- The "Protection of Pupil Rights Amendment," 20 U.S.C. § 1232h, and
- The "Student Data Transparency and Security Act", §§22-16-101 *et seq.*, C.R.S.; and
- The provisions of § 6-1-713 and §6-1-713.5, C.R.S., relating to protection and disposal of personal identifying information; and

- The provisions of Title 24, article 73, C.R.S., relating to security breaches and personal information; and
- The "Colorado Privacy Act," Title 6, article 1, part 13, C.R.S; and
- Laws governing rights and obligations in Intellectual Property.

Ownership. The District owns all District Information, all now known or hereafter existing Intellectual Property Rights associated with District Information, and any derivative works thereof and modifications thereto. The District continues to own all District Information that the District may share with or disclose to the Contractor for any reason, except to the extent the District may otherwise agree to in separate writing executed by an authorized representative of the District. The Contractor shall allow the District access to District Information in the Contractor's possession at all times upon the District's reasonable request.

License to Use. The District grants to the Contractor a limited, non-exclusive, revocable license to use District Data solely for the purpose of performing its obligations under the Contract. All use of District Data shall be for the benefit of the District. The Contractor shall hold, use, and maintain District Data in facilities located within the United States, shall do so in compliance with all applicable laws and regulations, and shall maintain a secure environment that ensures the safety, security, and confidentiality of all District Data wherever located.

Disposal. When the Contract ends for any reason, the Contractor shall transmit all District Data in the Contractor's possession in a secure manner to the District in a format that allows the District to reasonably access the returned District Data. The Contractor shall then Securely Destroy and direct its Subcontractors to Securely Destroy all District Data, copies, and back-ups the Contractor's and Subcontractors' possession, except that the Contractor and Subcontractors may retain copies and back-ups if and then only to the extent and as long as required by law.

Prohibited Activities and Uses. Except as may be required by law or as the District may expressly permit in writing after a Contractor's written request directed to the District's Legal Notice recipient, the Contractor **shall not** use or sell the District's or any School's or Department's name, logos, or reputation or use District Data:

- To disclose it to any person not a Party outside of what may be required to perform under the Contract.
- To conduct external research as governed by District policies.
- To advertise or market to or conduct surveys or other research on Students, families, District employees, or other District constituents.
- In a manner that is inconsistent with the Contractor's privacy policies then in effect, if any.

Contract Duration and Termination.

Duration. The Contract is in effect from the Effective Date until the Contract End Date or the end of any Contract Term that is created thereafter, whichever is later, unless the Contract is terminated earlier in accordance with the terms of the Contract.

Renewal. The Parties may renew the duration of the Contract by written agreement made an amendment to the Contract. The District will prepare Renewal and amendment documents that, to become effective, shall be signed by both Parties.

Duration of Orders. If the duration of a P.O., license, subscription, or other Order issued under the Contract exceeds the duration of the Contract, then the terms of the Contract are automatically incorporated into the terms of the P.O., license, or other Order on the date when the Contract expires or otherwise terminates.

Termination by District – No Default. The District may terminate the Contract at any time, if the District determines this to be in the public interest. If federal funds are used to pay for this Contract, the District may terminate at any time if the District determines this to be in its or the public’s best interest. To terminate under this provision, the District shall provide at least 20 calendar days prior written notice to the Contractor. The District will pay the Contractor any sums earned and not yet paid up to the date of termination. The District will not pay for the loss of anticipated profits.

Termination as the Result of Party Default. If a Party defaults under the Contract, the other Party may terminate the Contract in accordance with the provisions of the section labeled “Default and Remedies.”

Obligations at Termination. This paragraph and all remedies survive termination of the Contract until the Contractor has discharged all the duties described in this paragraph. When the Contract terminates for any reason, in addition to all other duties that remain under the Contract, the Contractor shall do the following, as applicable:

- Return to the District all tangible and intangible District property that may be in the Contractor’s possession.
- Comply with all District Data destruction requirements listed in the Contract, including, without limitation, those required by the DPA, if applicable.
- If Work Product is part of the Services, deliver to the District all completed Work Product and all Work Product that was in the process of completion.
- Refund to the District any sums that the District has prepaid and that remain unearned at the time of termination, no later than 45 calendar days after the last day the Contract was in effect.
- Take or omit any additional action as may be specified elsewhere in the Contract.

Default and Remedies.

Default by the District, Legal Notice, and Remedies. The District is in Default when the District fails to pay when due amounts payable under the Contract. If the Contractor believes the District is in Default and wishes to avail itself of its remedies, the Contractor shall send Legal Notice to the District that informs the District of the nature of the Default. The District may dispute amounts in good faith by sending Legal Notice informing the Contractor of the amounts in dispute and the basis for the dispute. The District will pay all amounts not in dispute and those amounts that were in dispute once the dispute is resolved. The Contractor may partially or fully stop performance under the Contract, terminate the Contract, or both if the District Default continues or remains otherwise unresolved for 30 consecutive calendar days after the District has received the Contractor's Legal Notice of the District Default. If the District agrees to any other duties or obligations in the "Statement of Performance and Payment" or elsewhere in the Contract, and the District fails to perform any such other duties or fails to fulfill such other obligations, the District is not in Default.

Default by the Contractor. The Contractor is in Default when the Contractor:

Fails to materially perform its duties under the Contract in whole, in part, in a timely, or in a satisfactory manner; or

Fails to comply with any other condition, requirement, or obligation required of the Contractor under the Contract; or

Loses a license, certification, governmental permit or permission, or any other credential or qualification that is required by the Contract or otherwise to perform under the Contract legally and competently; or

Fails to complete a condition precedent or condition subsequent that the Contract specifically requires; or

Becomes a debtor in any proceeding in bankruptcy, whether voluntary or involuntary, or is the subject of any other insolvency proceeding or appointment for the benefit of creditors, and any such proceeding remains undismissed for more than 60 calendar days; or

Defaults under any other agreement with the District, and the default remains unresolved for more than 60 calendar days after the District has given written notice to the Contractor of such default in accordance with the provisions of that agreement; or

The Contractor or any of its employees, agents, or Subcontractors, while performing under the Contract, act or fail to act in a manner that, in the

District's determination, is or becomes a threat or danger to the District, its employees, agents, officers, members of the board of education, Students, families, or other constituents;

The Contractor or any of its employees, agents, or Subcontractors is convicted of a crime if that conviction then renders the Contractor to no longer be able or legally permitted to perform their duties under the Contract.

Legal Notice of Contractor Default. When the Contractor is in Default, and the District wishes to exercise its remedies under law and the Contract, the District shall send Legal Notice to the Contractor. The Legal Notice shall state, at a minimum:

- The nature of the Default; and
- Whether a correction of the Default is possible; and
- If correction is possible, the actions that the Contractor must take to correct the Default; and
- If correction is possible, the date by which the Contractor must have taken the described actions; and
- The actions that the District intends to take if the Contractor does not correct the Default or if a correction is not possible.

When Legal Notice of Contractor Default not required. If the District determines in its discretion that the Default is an immediate threat or danger to the District, its employees, agents, officers, members of the board of education, students, families, or other constituents, then the District need not give Legal Notice of Default to the Contractor.

District Remedies if Default by the Contractor. If a Contractor Default occurs, and the District has given Legal Notice, and the Contractor has not corrected the Default as required by the Legal Notice or correction of the Default is not possible, the following remedies are available to the District in addition to all other remedies provided by law and equity or stated elsewhere in the Contract. The District may exercise any or all, or any combination of, the remedies available to it, in its discretion, concurrently or consecutively, or not at all.

- Terminate the Contract or any part thereof.
- Sue for damages.
- Purchase goods or services to complete or substitute for the Services not performed, or Goods not delivered, or licenses for Digital Services not granted. The Contractor shall pay to the District all costs and expenses that the District incurs as a result, minus any sums that the District is not paying to the Contractor as the result of the Contractor Default.

- Offset costs and damages to the District that result from the Contractor Default against any sums that the District owes to the Contractor.
- If the Default involves the infringement on Intellectual Property rights of a Party or of persons not a Party, the Contractor shall, as directed by the District in the District's discretion, (i) secure that right to use such work for the District or the Contractor; or (ii) replace the work with non-infringing work; or (iii) modify the work so that it becomes non-infringing; or (vi) remove any infringing work and refund the amount paid for such work to the District.

General.

Assignment. The Contractor may assign its rights and delegate its obligations under the Contract only with the prior written consent of the District, except as prohibited by law and except as a result of the merger or acquisition of the Contractor.

Binding Effect and No Third-Party Beneficiary. The Contract binds the Parties and their respective successors and assigns, and the Contract gives no rights or benefits to any persons not a Party.

Captions and References. The captions and headings are for reference only and do not define or limit the provisions they are titling.

Colorado UCC Applies. The Uniform Commercial Code as adopted in Colorado governs. The United Nations Convention on Contracts for the International Sale of Goods do **not** apply to this Contract.

Compliance with Laws. The Contractor shall comply with all applicable federal, state, and local laws, rules, and regulations in effect as of the Effective Date.

Cooperation During Transition. If the District engages another person or company to take on all or a part of the Contractor duties of this Contract at its termination, the Contractor shall cooperate with the District in any transition work that the District may reasonably require and for which the District will pay in accordance with an Order or amendment to the Contract signed by both Parties.

Cooperative Participation. The Parties may have agreed, in the Solicitation Documents or otherwise outside of the Contract, to allow other public entities to access the Purchases at the same prices, rates, and other terms and conditions as provided for in the Solicitation Documents, the Contract, or both. If the Contractor enters into agreements as the result of such cooperative participation arrangements to which the District is not a party, the District has no obligations to the Contractor or to any other entity under any such cooperative participation agreements.

Counterparts. The Parties may execute the Contract and subsequent amendments in counterparts, each of which is deemed an original, and all of which together shall constitute one and the same instrument. Photocopies, scans, electronic signatures, and facsimiles of executing signatures are valid evidence of execution.

Delivery. The Contractor shall deliver Goods and materials with FOB Destination, inside delivery terms, unless stated otherwise in the “Statement of Performance and Payment.”

Entire Understanding. The Contract represents the complete integration of all understandings between the Parties related to the purposes and subject matter of this Contract. The Contract supersedes and replaces any previous agreements of like nature or on the same subject matter between the Contractor and the District.

Entity Status. The Contractor’s business entity shall be registered with the Colorado Secretary of State’s office, either as a Colorado or as a foreign corporation, unless the Contractor shows to the District’s satisfaction that the Contractor cannot or should not be registered in Colorado.

Method of Giving Legal Notice. A Party accomplishes Legal Notice by sending or delivering Legal Notice to the other Party’s Legal Notice Recipient at the address listed on the Cover and Signature Page for that Party’s Legal Notice Recipient either by (i) personal service, in which case Legal Notice is effective on the date personally served; or; or (ii) trackable delivery service (for example and without limitation: USPS priority or express mail; UPS; DHL; or FedEx), in which case Legal Notice is effective on the date sent as evidenced by the tracking receipt. In addition, if the Contractor’s Legal Notice Recipient address is or includes an email address, then the District also accomplishes Legal Notice by sending an email to that email address, with Legal Notice being effective on the date the email is sent. There is **no** Legal Notice by email to the District.

Modifications. The Parties can change the Contract only in a writing that is executed by each Party.

Notification of Legal Process. If the Contractor becomes subject to legal process relating to the Contract, or to legal process that the Contractor reasonably believes compels the Contractor to disclose District Data, the Contractor shall provide Legal Notice to the District no later than 7 calendar days after the Contractor receives such legal process. The Legal Notice shall include sufficient information for the District to take action to protect District Data and the District’s legal interests if the District so chooses. This provision survives the termination of the Contract for as long as the Contractor has or controls District Data that may become subject to legal process.

Order of Precedence. In the event of a conflict or inconsistency between or among any of the components of the Contract, the following order of precedence governs:

- The Contract section titled “Statutorily Required Contract Provisions,” then
- The DPA, if it is a part of the Contract, then
- The Contract section titled “Contract Terms and Conditions” then
- The Contract section titled “Statement of Performance and Pricing,” then
- Amendments to the Contract in reverse chronological order, then
- The Solicitation Documents (unless expressly excluded elsewhere in the Contract), then
- Any Contractor Documents.

Records and Audits. The Contractor shall maintain complete and accurate records of all charges the District incurs under the Contract and other records related to the Contract and performance thereunder, while the Contract is in effect and for a period after the date of termination of the Contract that is at a minimum as long as required by law. The Contractor shall keep such records in accordance with generally accepted accounting principles. The District may inspect and copy those records upon reasonable notice. This is in addition to other record keeping, reporting, and audit obligations that may be specified elsewhere in the Contract.

Severability. If a court of competent jurisdiction rules any Contract provision to be illegal or otherwise invalid, then only the provision so found to be illegal or invalid shall be deemed removed, and all other provisions remain in effect.

Subcontracts. The Contractor shall, upon the District’s reasonable request, provide a list of Subcontractors. All contracts that the Contractor enters with Subcontractors in connection with the Contract and performance thereunder shall comply with all applicable laws. The Contractor is responsible for the actions and omissions of its Subcontractors in connection with the Contract.

Survival of Certain Contract Terms. The following provisions of the Contract survive expiration or other termination of the Contract and are enforceable by the other Party: (i) provisions that by their own terms state a survival period; and (ii) other provisions of the Contract that impose an obligation on a Party that begins at or continues after the end of the Contract until such obligation is discharged by the obligated Party.

Tax Exemption. The District claims tax exemption from sales and use taxes and will provide evidence of tax exemption upon the Contractor’s request. The Contractor shall exclude charges for sales and use taxes from its invoices.

Time is of the Essence. If the Contract includes delivery of Goods, then time is of the essence. If the Contractor delivers any shipment of Goods late, the District

may, in its discretion, accept or reject the Goods. If the District accepts the Goods, delivery continues to be governed by the Contract. If the District rejects the Goods, the Contractor shall arrange for the return of the Goods at its expense, and the District has no liability for the Goods.

Waiver. A Party's failure to assert a right or remedy, or a Party's waiver of its rights or remedies by course of dealing or otherwise, is not a waiver of any other right or remedy under the Contract or by law.

Work Product. The Contractor assigns to the District the entire right, title, and interest in the Work Product that are included in the Purchases, except as may be otherwise provided for elsewhere the Contract.

Definitions. Terms used throughout the Contract have the following meaning. If the DPA is a part of the Contract, and a term is defined both in this section titled "Definitions" and in the DPA, the term shall have the meaning ascribed to it in the DPA.

"Click-Through" means both (i) the act, by clicking on an on-line button or link for the purpose of accepting on-line terms and conditions without ink on paper, and (ii) the resulting agreement.

"Contract" means the Contract together with all its components that appear in the form of a free-standing contract document, attachment, exhibit, supplement, addendum, or a webpage accessible by link.

"Contract End Date" is the date stated on the Cover and Signature Page next to "Contract End Date" and is the date when the Contract expires if it has not been terminated or extended in accordance with the Contract.

"Contract Maximum Amount" or ***"Maximum Amount"*** is the amount of spending for Purchases made during the specified Contract Term or other specified period of duration that the District will not exceed.

"Contract Purpose" is the scope and purpose of the Contract and the Purchases, as specified in and by the section titled "Statement of Performance and Pricing" and as also summarized on the Cover and Signature page of the Contract.

"Contractor" means the entity whose name is listed next to "Contractor" on the Cover and Signature Page.

"Contractor Document" means any form of agreement documentation that the Contractor prepares and provides and that relates to the Contract, and includes, without limitation, an on-line Click-Through contract, any form of proposal, or any form of invoice, that is or is purported to be made a part of the Contract or is effective or purported to be effective outside of or in addition to the Contract.

“CORA” means the Colorado Open Records Act, §§24-72-101 *et seq.*, C.R.S., as amended from time to time.

“Default” means any event that results in rights to remedies accruing to a Party, including any one of the events listed in the “Contract Terms and Conditions” under the section labeled “Default and Remedies.”

“De-identified Data” means District Data from which all personally identifiable information, as defined herein, and attributes about such data, have been permanently removed so that no individual identification can be made and so that no re-identification of the data can occur.

“Department” means any District central department.

“Digital Services” means the grants of licensing for and provision of digital services in the form of software, software-as-a-service, online access to portals or platforms, remote hosting, and other digital licenses, and incidental related services that are part of the Purchases.

“District” means Jefferson County School District R-1.

“District Data” means:

- PII, Records, and Education Records; and
- Data included therein or derived therefrom; and
- Health, medical, financial, credit card, contract, and employment information about Students, District employees, and District contractors, and their respective families, that is protected by various state and federal laws applicable to the Contract; and
- All data and metadata about District Data that the Contractor collects, generates, or infers; and
- Data and information that the District makes available directly or indirectly to the Contractor; and
- Data and information that the District **does not** also intentionally make or **has not** intentionally made generally available on public websites or publications.
- Materials or content that Students, District staff, families, and other District constituents create through use of Digital Services or other Services, and that is delivered in connection with the Contract and includes, without limitation, essays, research reports, portfolios, music, audio files, photographs, videos, and account information.
- With respect to Students only, data, information, and metadata that, alone or in combination, is linked or linkable to a specific Student so as to allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the Student with reasonable certainty.

- With respect to Students and all other individuals, and to the extent not already included in the above definition:
 - “Personal information” as defined in the Colorado Open Records Act, C.R.S. 24-72-101 *et seq.*;
 - “Personally identifiable information” contained in Education Records;
 - “Protected health information” as that term is defined in the Health Insurance Portability and Accountability Act, 45 C.F.R. Part 160.103;
 - “Nonpublic personal information” as that term is defined in the Gramm-Leach-Bliley Financial Modernization Act of 1999, 15 U.S.C. 6809;
 - Credit and debit card numbers, PINs and other access codes, authentication data, and other cardholder data as those terms are defined in the Payment Card Industry Data Security Standards; and
 - Other financial account numbers, access codes, and state- or federal-identification numbers such as driver’s license, passport or visa numbers.

“District Information” means District Data plus all other records, reports, material, and information, in any form and on any media, that the District provides to the Contractor in connection with the Contract.

“DPA” means Data Protection Addendum and denotes the provisions specific to the collection, use, and destruction of District Data and other information that may be attached to and incorporated into the Contract and titled as such.

“Education Record” has the same definition as given by FERPA. For illustration purposes and not superseding the FERPA definition, Education Record means records, files, documents and other materials that: (i) contain information directly related to a Student; and (ii) the District or any other entity acting for the District maintains.

“Effective Date” means the date when the Parties execute this Contract and is the later date if the Parties sign on different dates.

“End User” or **“User”** means individuals authorized by the District to access and use the Digital Services.

“Fiscal Year” means the 12 months’ period that starts on July 1 of each calendar year and ends on June 30 of the following calendar year.

“Goods” means tangible goods, products, and materials that are part of the Purchases.

“Indemnified Person” means, both in its singular and plural forms, the District, its employees, agents, officers, and current and past members of the governing District board of education.

“Intellectual Property” means intangible property rights that are governed by federal, state, and international law, including without limitation patents; copyrights; trade -, service-, and registered marks; trade dress; any applications therefore; and all work and rights derived therefrom.

“Legal Notice” means written notice that this Contract or any law requires any one Party to give to the other Party to execute, enforce, or preserve its rights under the Contract or that affect the existence, termination, or remedies under the Contract and which may then also start the tolling of response or other periods that may affect the rights of either Party or both Parties. Correspondence and communication between and among the Parties and their staff, agents, and Subcontractors to perform under or otherwise implement the Contract Purpose are **not** Legal Notice.

“Master Contract” means this Contract if its purpose, implemented through corresponding Contract provisions, is to establish an ongoing business relationship between the Parties that allows for the creation of concurrent or future Orders, P.O.s, or other bi-lateral agreements between the Parties that are related to and implement the Contract Purpose.

“Order” means a written agreement that the Parties execute or the District issues at different times after the Effective Date in order to add, from time to time, additional or specified performance to be governed by the provisions of the Contract. An Order may be in the form of a P.O. or other form that the District or the Contractor may agree to elsewhere in the Contract.

“Party” means the District or the Contractor, and the plural means both the District and the Contractor.

“Service” means, in its singular and plural form, the services and work that the Contractor is performing under the Contract and in accordance with the Contract Purpose, and includes the goods and materials that are incidental to the performance of services.

“PII” or ***“Personally Identifiable Information”*** means any information that, alone or in combination, is linked or linkable to an individual so as to allow identification of this individual.

“P.O.” means a purchase order document in form and substance as the District uses in the ordinary course of its business to order goods and services and encumber funds to pay for them.

“Purchase” means, in its singular and plural form, the transactions that result in the District receiving Goods, Services, and Digital Services and their licenses, as specified in the Contract, and the District’s payment therefor.

“Record” means any information recorded in any way and on any medium, including, but not limited to, handwriting, print, computer or other digital media, video or audio tape, film, microfilm, and microfiche.

“Renewal” means a Contract amendment that extends the duration of the Contract by adding a Contract Term.

“School” means any pre-school, elementary, middle, high, option, special needs, and charter school that is governed and served by the District.

“Securely Destroy” means to remove District Data from the Contractor’s systems, paper files, records, databases, and any other media regardless of format, in accordance with prevailing industry standards for digital sanitation, so that the District Data is permanently irretrievable in the Contractor’s and all Subcontractors’ normal course of business.

“Service Level Agreement” means the standards and levels of service, which may be incorporated into the Contract, that the Contractor agrees to maintain and the remedies available to the District if the Contractor does not maintain those standards.

“Solicitation Documents” means all of the following: (i) the District’s request for proposal, request for qualifications, request for quote, and other documentation of the method that the District uses or has used to solicit proposals for the Contract Purpose and then select the Contractor; (ii) the Contractor’s written responses, proposals, and quotes thereto; and (iii) other written documents related thereto.

“Student” means any individual who is enrolled in or otherwise attending a School at the time this Contract is in effect, has at any time been enrolled in or attended a School, or will at any time in the future be enrolled in or attending a School.

“Subcontractor” means any individual, company, or other entity whom the Contractor engages to aid the Contractor in performing under the Contract. A Subcontractor is a sub-contractor as to the District and may be a direct contractor or any level of sub-contractor to the Contractor.

“Term” or ***“Contract Term”*** means any time period with a stated begin date and an end date during which the Parties have agreed for the Contract to be in effect.

“Work Product” means work product that the Contractor generates, produces, or creates specifically and exclusively for the District in performing the Services, and all work based on, derived from, or incorporating the Work Product, together with the tangible and intangible results of the Services, whether finished or unfinished,



including drafts, and ***does not*** include material that the Contractor developed before the Effective Date and used without modification in the performance of the Contract.