Adams 12 Five Star Schools

INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES OF $5,000 OR MORE

WHEREAS, **Adams 12 Five Star Schools** in the County of Adams and State of Colorado (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, **EDPUZZLE, INC.,** (the "**Contractor**") having a principal place of business at **PO BOX 446, SAN FRANCISCO, CO 94104-0446, USA,** is qualified to provide the services required by the District.

WHEREAS, the District maintains certain confidential information including trade secrets, student records, and all other information not clearly known to the public and/or confidential pursuant to law. The District's trade secrets and other proprietary and confidential information includes the whole or any portion or phase of any of the following: student records, employee records, scientific or technical information, designs, processes, procedures, improvements, confidential business or financial information, other information relating to any of the District's business bids, techniques, operations, services, contracts, forms, and all other trade secret information not clearly known to the public ("**Confidential Information**"). Due to the value of the District's Confidential Information and the consequences if it is disclosed, taken or misused for any reason, the District seeks by this Agreement to protect the District's Confidential Information and any other confidential information the Contractor acquires as a result of the Contractor's provision of services to the District. The Contractor recognizes and respects the value of the District's Confidential Information.

NOW, THEREFORE, the parties desire to enter into this Agreement subject to the following terms and conditions:

1. Scope of Services. The Contractor shall perform services as follows**: Adams 12 Five Star Schools Unlimited Access to Edpuzzle Subscription for the Fiscal Year 2021.** Services to be provided in accordance with the Contractor's Proposal dated **May 15, 2020 [Proposal # 00009734]** attached hereto and marked as Exhibit A. The Contractor will provide the services consistent with generally accepted industry standards for the Contractor's customary services. 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. Services will only be performed as scheduled by the District.

2. Schedule. The District and the Contractor agree that the 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: Project location: **Adams 12 Five Star Schools, 1500 East 128th Avenue, Thornton, CO 80241-2602.**

3. Term. The provision of services under this Agreement shall commence on **Execution of this Agreement**, and will terminate on **June 30, 2021**; however, 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.

4. Remuneration. The Contractor's fee the District is obligated to pay for the services rendered under this Agreement is as follows**: Adams 12 Five Star Schools, Thirty Four Thousand Two Hundred and No/100 Dollars ($34,200.00), and** under no circumstances whatsoever shall the fee exceed**, Adams 12 Five Star Schools, Thirty Four Thousand Two Hundred and No/100 Dollars ($34,200.00)**. 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. Such

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invoice shall be submitted to the site administrator to be forwarded to Accounts Payable with the Voucher Request, the P.E.R.A. Retiree form and the Contractor's W-9 form.

5. Invoicing Requirements. The Contractor shall furnish the following information within invoices that are submitted for request for payment to the District:

a. Dates of which services were rendered
b. Detailed description of the services or activities performed
c. If services were on a "fixed price" basis, a summary of provided milestones as per the scope of work shall be furnished
d. Names of the individuals providing services
e. Hours worked
f. Bill rate or compensation for 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. The parties agree that the District will not:

a. Require the Contractor to work exclusively for the District; and
b. Establish a quality standard for the Contractor, or oversee the actual work or instruct the Contractor as to how the work is to be performed, except the Parties agree as stated in Paragraph 1 that the Contractor's services will be consistent with generally accepted industry standards for the Contractor's customary services and products; and
c. Pay the Contractor a salary or hourly wage, but rather will pay only the compensation stated in Paragraph 4; and
d. Terminate the Contractor's current services for particular work the Contractor accepts from the District unless the Contractor violates the terms of this Agreement or fails to produce a result that meets the specifications of this Agreement; and
e. Provide more than minimal training for the Contractor; and
f. Provide tools or benefits to the Contractor; and
g. Dictate the time of performance, except that a completion schedule and a range of mutually agreeable work hours may be established through a written agreement mutually acceptable to both Parties for particular work the Contractor accepts from the District; and
h. Pay the Contractor individually if the Contractor is an individual; instead, the District will make all compensation checks payable to the trade or business name under which the Contractor does business; or
i. Combine its business operations in any way with the Contractor's business, but instead both Parties will maintain their own operations as separate and distinct.

7. No Agency Created. The Contractor agrees and understands that no authority exists through this Agreement permitting the Contractor to enter into any third party contract, assume any obligation, or makes any representation to third parties on behalf of, or which may bind the District.

8. 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.

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9. 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.

10. Assignment Prohibited. The Contractor shall not assign any of the services that require performance under the Agreement. In this regard, the Contractor understands that the performance of the scope of work is considered personal services under this Agreement.

11. Compliance with Law and District Policies. 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.

12. Modification/Entire Agreement/No Prior Agreement. This Agreement constitutes the entire understanding between the parties hereto 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.

13. Termination/Revocation. Either party may revoke or otherwise terminate this Agreement, with or without cause, by notifying the other party in writing of its intention to take such action. 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 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.

14. 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.

15. Indemnification. The Contractor agrees to indemnify, 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 or indirectly from any *negligent* 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. Furthermore, to the maximum extent permitted by law, the Contractor will indemnify the District against any liability for any Employee Benefits for the Contractor and/or any of its employees, subcontractors, or agents, imposed on the District; and the Contractor will reimburse the District for any award, judgment or fine against the District based on the position the Contractor and/or any of its employees, subcontractors or agents, who provides any services to the District related to this Agreement was ever the District's employee, and all attorneys' fees and costs the District reasonably incurs defending itself against any such liability.

16. 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.

17. 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

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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.

18. 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 §24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C. §§1346(b) and 2671 et seq., as applicable now or hereafter amended.

19. 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 contact or incorporated herein by reference shall be null and void.

20. 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 and no later than seven days after execution of this Agreement, the Contractor shall provide the District with certificates of insurance evidencing each of the types and amounts specified below:

a. Standard Workers' Compensation coverage as required by Colorado law.
b. Comprehensive General Liability Insurance for operations and contractual liability adequate to cover the liability assumed hereunder and with limits of not less than $1,000,000 for each occurrence and $500,000 for bodily injury or property damage, and $5,000 for medical expenses for any one person.
c. Automobile Liability Insurance in those instances where the Contractor uses an automobile, regardless of ownership, for the performance of Services.

Insurance coverage shall not be reduced below the limits described above or canceled without the District's written approval of such reduction or cancellation. The Contractor shall require that any of its agents and subcontractors who enter upon the District's premises shall maintain like insurance. Certificates of such insurance shall be provided to the District upon request. With regard to all insurance, such insurance shall (i) be primary insurance to the full limits of liability herein before stated; and (ii) should the District have other valid insurance covering the loss, the District insurance shall be excess insurance only; and (iii) not be canceled without thirty (30) days prior written notice to the District; and (iv) the District shall be named as an additional insured.

21. No Waiver. No assent, expressed or implied, by the District to any breach of any obligation or covenant by the Contractor shall be construed as a waiver of any subsequent or other breach by the Contractor. 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.

22. 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 §8-17.5-102(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 §8-17.5-102(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 §8-17.5-101 et seq., the District may terminate this agreement for breach and, if so terminated, Contractor shall be liable for damages.

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23. 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 §24-76.5-101 et seq., and (c) has produced one form of identification required by CRS §24-76.5-103 prior to the effective date of this agreement

24. 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.

25. Conflict. In the event of a conflict between the terms of the Agreement and any exhibits attached to this Agreement, the terms of this Agreement shall prevail.

26. Relief the District May Seek. The Contractor further agrees that, if the Contractor violates Paragraph 27 of this Agreement, it would be difficult to determine the damages the District would suffer including, but not limited to, losses attributable to lost confidential information. Accordingly, the Contractor agrees that if the Contractor violates Paragraphs 27 of this Agreement, the District will be entitled to an Order for injunction relief and/or for specific performance, or their equivalent, from a court, including requirements that the Contractor take action or refrain from action to preserve the secrecy of the District's Confidential Information and to protect the District from additional damages, and the Contractor agrees the District does not need to post a bond to obtain an injunction and waives the Contractor's right to require such a bond.

27. Confidential Information Belongs Solely to the District. The District's Confidential Information and all other confidential information and data relating to the District's business are the District's exclusive property, and the Contractor therefore agrees that:

a. All notes, data, reference materials, sketches, drawings, memoranda, disks, documentation and records in any way incorporating or reflecting and of the Confidential Information and all proprietary rights in the Confidential Information, including copyrights, trade secrets and patents shall belong exclusively to the District;

b. At all times while this Agreement is in effect, the Contractor will keep secret and will not disclose to any third party, except to authorized employees, agents and/or subcontractors of the Contractor, and as necessary to provide the services, take or misuse any of the District's Confidential Information, or any other confidential information the Contractor acquires or has access to because of its provision of services;

c. At all times while this Agreement is in effect, the Contractor will not use or seek to use any of the District's Confidential Information for the Contractor's own benefit or for the benefit of any other person or business in any way adverse to the District's interests;

d. The Contractor will cause each of its Employees who may gain access to any of the District's Confidential Information, to execute a confidentiality agreement reasonably acceptable to the District before disclosing any Confidential Information to that Employee or permitting that Employee to have access to any Confidential Information.

e. On the District's request or on termination of this Agreement, the Contractor will promptly return to the District all its property, specifically including all documents, disks or other computer media or other materials in the Contractor's possession or control that contain any of the District's Confidential Information. Return and disposal of electronic end-user data shall be subject to the dispositions of the Data Privacy Addendum signed by the Parties on _____ and hereto attached as Exhibit B.

f. After termination of this Agreement, the Contractor will preserve the secrecy of and will not disclose directly or indirectly to any other person or business any of the District's Confidential Information; and

g. The Contractor will promptly advise the District of any unauthorized disclosure or use of the District's Confidential Information by any person or entity.

The Parties agree this provision is intended to express the District's rights and the Contractor's duties to the District under the Colorado Uniform Trade Secrets Act, C.R.S. 7-74-101, et seq., and other applicable law. Additionally, the Contractor's obligation regarding the preservation and return of the District's Confidential Information will continue indefinitely, both during and after the time during which the Contractor may provide services and products to the District.

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28. Non-solicitation. The Contractor shall not solicit directly or indirectly any of the District's employees for a period of two (2) years following the termination of this Agreement without prior written consent of the District.

29. Attorneys' Fees, Experts' Fees, Costs. In any litigation of any dispute between the parties, in addition to any relief, order or award that enters, if the District is the prevailing party, it will be awarded and the Contractor shall be liable for reasonable attorneys' fees, expert witness fees and costs.

30. 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.

31. Work for Hire. To the extent that this Agreement expressly or impliedly requires the Contractor to produce deliverable items which may be subject to patent, copyright, trade secret, or proprietary rights of any kind:

a. The Contractor warrants and represents that the deliverable items are original and have not heretofore been published; that the items do not infringe upon any statutory copyright, common law right, proprietary right, or any other right whatsoever; and that Contractor agrees to indemnify and hold harmless the District against any claim of infringement of the deliverable items or any portion thereof or for any patent, copyright, trade secret or other proprietary rights of third parties.

b. Contractor agrees to secure permission in writing from any third parties whose works are utilized in whole or in part by Contractor in the preparation of the items, to notify the District of the extent of copying from third party works as well as to notify the District of any limitations placed on the use of those materials copied from third parties.

c. All of the items prepared for or submitted to the District by the Contractor under this Agreement shall belong exclusively to the District and with respect to the copyrightable materials shall be deemed to be works made for hire; and with respect to other ideas or inventions agrees to assign all right, title and interest to the District. To the extent that any of the deliverable items may not, by operation of law, be works made for hire, the Contractor hereby assigns to the District the ownership of copyright in the deliverable items and the District shall have the right to obtain and hold in its own name copyrights, registrations and similar protection which may be available in the deliverable items. The Contractor agrees to give the District or its designees all assistance reasonably required to perfect such rights.

d. To the extent that any pre-existing materials are contained in the deliverable items, the Contractor grants to the District an irrevocable, non-exclusive, worldwide, royalty-free license to (i) use, execute, reproduce, display, perform, distribute (internally or externally) copies of and prepare derivative works based upon, such pre-existing materials and derivative works thereof, and (ii) authorize other to do any, some or all of the foregoing.

e. No license or right is granted to the Contractor either expressly or by implication, estoppel or otherwise to publish, reproduce, prepare derivative works based upon, distribute copies of, publicly display, or perform, any of such items, except pre-existing materials of the Contractor, either during or after the term of this Agreement.

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

Acknowledged Before Me

By_____

This____ day of _____, 20____

Witness My Hand and Official Seal

My Commission Expires:_____

By: _____
Notary Public

EDPUZZLE,

Jordi Gonzalez
Signature

JORDI GONZALEZ, PRODUCT MANAGER AND CO-FOUNDER
Name and Title

833 MARKET ST. (SUITE 427)
Address

SAN FRANCISCO, CA 94103
City, State, Zip

EIN: 68-0683390
Tax ID

09 / 14 / 2020
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

Beau Foubert –Executive Director
Name and Title

Learning Services
School or Department

9-15-2020
Date

APPROVED BY:
Authorized Designee of the Board of Education

Tony Quinn – Purchasing Manager
Name and Title

9/15/2020
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 SAID APPROVAL.

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

Acknowledged Before Me

By_____

This____ day of _____, 20____

Witness My Hand and Official Seal

My Commission Expires:_____

By: _____
Notary Public

CONTRACTOR:_____

_____
Signature

_____
Name and Title

_____
Address

_____
City, State, Zip

_____
Tax ID

_____
DUNS Number (optional)

_____
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

Priscilla Straughn, CAO
Name and Title

Learning Services
School or Department

9/1/2020
Date

APPROVED BY:

_____
Authorized Designee of the Board of Education

_____
Name and Title

_____
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 SAID APPROVAL.

EXHIBIT A

edpuzzle

PO BOX 446
SAN FRANCISCO, CA 94104-0446
UNITED STATES

Bill To Name	Adams 12 Five Star Schools	Quote Number	00009734
Bill To	1500 EAST 128TH AVE THORNTON, CO 80241 US	Created Date	5/15/2020
		Expiration Date	7/31/2020
		Prepared By	Ryann Shaffer
Contact Name	Tiah-Lynne Frankish - ESC	Email	ryann@edpuzzle.com
Email	fra008000@adams12.org		

Product	Period	Line Item Description	Sales Price	Quantity	Total Price
Pro District	1 year	Unlimited access to Edpuzzle for all teachers in the district.	$34,200.00	1.00	$34,200.00

Subtotal	$34,200.00
Total Price	$34,200.00
Grand Total	$34,200.00

FAQ's

Does Edpuzzle accept purchase orders?
Yes, we do! This quote can be used to generate a PO. If you need any other information or would prefer a credit card payment instead just let us know. We will get you set up with Pro within 24h of receiving the order.

What payment methods does Edpuzzle accept?
We accept credit card payments, checks, and direct deposits (wire transfers).

Can we use next year's funds this school year?
Yes! Send us your PO by June 30th and we can invoice you in July so that you can use next year's funds to purchase at this year's rates.

License Terms & Conditions

(1) All spots from the license will expire at the end of the term, regardless utilization or use. (2) Each spot is assigned to one teacher and cannot be replaced by another teacher on a general basis. (3) The general rules of copyright and license ownership will apply in case of a teacher leaving the School or District, regarding the video-content he or she has generated. (4) For school/district wide agreements, the renewal price will increase by 8% upon every renewal. (5) This agreement will automatically renew at the end of each term for a further term of 1 year unless either party gives the other written notice of termination at least 30 days prior to the end of the relevant term.

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.

1. Covered Data

As used in this addendum, student personally identifiable information (PII) means any and all data or 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.

2. 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 the Colorado Student Data Transparency and Security Act, C.R.S. § 22-16-101, *et seq.*

3. Contractor Obligations:

3.1 *Uses and Disclosures as Provided in the Agreement.* Contractor may use and disclose the student PII 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 student PII to do the work described in the Agreement. Contractor shall ensure than any subcontractors who may have access to student PII are contractually bound to follow provisions consistent with those of the Agreement.

3.2 *Nondisclosure Except as Provided in the Agreement.* Contractor shall not use or further disclose the student PII except as stated in and explicitly allowed by the Agreement and state and federal law. Contractor does not have permission to re-disclose student PII to a third party without District's explicit consent.

3.3 *Safeguards.* Contractor agrees to take appropriate administrative, technical and physical safeguards reasonably designed to protect the security, privacy, confidentiality, and integrity of student PII. Contractor shall ensure that student PII is secured and encrypted to the greatest extent practicable during use, storage and/or transmission. Contractor agrees that student PII will be stored on equipment or systems located in the United States. User-generated content (which may or not contain PII) may be temporarily stored in other countries in order for Contractor to provide a better service. Concretely, uploaded videos, audios or images may have a copy temporarily stored in other regions to reduce the time of load.

3.4 *Reasonable Methods.* Contractor agrees to use "reasonable methods" to ensure to the greatest extent practicable that Contractor and all parties accessing student PII are compliant with state and federal law. Specifically, this means that only de-identified student PII may be used for the purposes of educational research and Contractor must protect student PII from re-identification, further disclosures, or other uses, except as authorized by

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the District in accordance with state and federal law and the Agreement. Approval to use student PII for one purpose does not confer approval to use it for another.

3.5 *Data Destruction.* At the end of the work described in the Agreement, and upon written request by the District, Student PII must be destroyed in a secure manner or, where applicable, returned to the District. The District will have the ability to download names, responses, results and grades obtained by students in their assignments (*i.e.*, student gradebooks) at any point prior to deletion. Except as otherwise provided in the laws, return or transfer of data, other than the names, responses, results and grades obtained by students in their assignments, to District shall not apply if proven to be incompatible with the Service, technically impossible or to involve a disproportionate effort for Contractor. In such events, and upon written request by District, Contractor shall proceed to deletion of personally identifiable information in a manner consistent with the terms of this provision, unless prohibited from deletion or required to be retained under state or federal law. Contractor agrees to send a written certificate that the data was properly destroyed or returned within 30 days of receiving the District's written request. Additionally, during the term of the Agreement, Contractor shall destroy student PII upon request of the District as soon as practicable. Contractor shall destroy student PII in such a manner that it is permanently irretrievable in the normal course of business.

3.6 *Backups.* Contractor may keep copies and/or backups of data as part of its disaster recovery storage system, provided such data is (a) inaccessible to the public; (b) unable to be used in the normal course of business by the Contractor; and (c) deleted after a maximum term of thirteen (13) months since the creation of said copies and/or backups. In case such copies and/or backups are used by the Contractor to repopulate accessible data following a disaster recovery, the District shall be entitled to demand from the Contractor the immediate deletion of said copies and/or backups, by sending a written request at privacy@edpuzzle.com.

3.7 *Minimum Necessary.* Contractor attests that the student PII requested represents the minimum necessary data for the services as described in the Agreement and that only necessary individuals or entities who are familiar with and bound by this addendum, or are contractually bound to terms consistent with those set forth herein, will have access to the student PII in order to perform the work.

3.8 *Authorizations.* When necessary, Contractor agrees to secure individual authorizations to maintain or use the student PII in any manner beyond the scope or after the termination of the Agreement.

3.9 *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.

3.10 *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.

3.11 *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.

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4. Prohibited Uses

4.1 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.

4.2 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.

5. 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 PII – the following provisions shall apply:

5.1 *Data Collection Transparency and Privacy Policy.* Contractor 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.

5.2 *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. Such notice shall be made by electronic mail to the District's representative, provided District representative has created an account on Contractor's service and has verified their email address accordingly.

5.3 *Access to Student 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.

5.4 *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.

5.5 *Grounds for Termination*. Contractor understands that any breach by Contractor or any subcontractor of this addendum, state or federal law regarding student 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).

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EDPUZZLE, INC.

Jordi Gonzalez

Signature

JORDI GONZALEZ, PRODUCT MANAGER AND CO-FOUNDER

Name and Title

09 / 14 / 2020

Date

ADAMS 12 FIVE STAR SCHOOLS
IN THE CITY OF THORNTON, COUNTY OF ADAMS
STATE OF COLORADO

Site Administrator's Signature

Tony Quinn - Purchasing Manager

Name and Title

9/15/20

Date

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HELLOSIGN

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