

DENVER PUBLIC SCHOOLS PARTNERSHIP AGREEMENT

This Partnership Agreement (Agreement) is entered into this _____ day of _____, 2019 by and between School District No. 1 for the City and County of Denver (District or DPS) and _____ (“Partner”) which is an organization authorized to do business in the State of Colorado.

WHEREAS, School District No.1 in the City and County of Denver, (“District”) has the statutory authority to contract with persons, firms, consultants, and entities for the provision of services relating to Denver Public Schools; and

WHEREAS, the District has determined that to support the educational goals of the District a need exists to enter into a partnership for the provision of services by the Partner; and

WHEREAS, the Partner is qualified to provide certain services the District desires and has agreed to do so without any expectation of compensation.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in consideration of the mutual covenants and agreements set forth below, the undersigned parties desire to enter into the following Agreement, subject to the following terms and conditions which are to be governed by the general concepts of cooperative action set forth hereinafter.

TERMS AND CONDITIONS

- Term.** The effective date begins on the next business day that follows after an authorized representative of the Partner and the District execute this Agreement and it shall expire at the time the Partner no longer provides its services or terminated in accordance with this Agreement; a lapse or stoppage of services by the Partner as a result of the District’s school year ending that timely resumes with the commencement of the next District school year, shall not be construed or interpreted as the termination of this Agreement. Furthermore, at the beginning of each school year, upon re-execution by each authorized representative of the District and Partner, the parties mutually agree this Agreement is revived according to the same, or any amended terms and conditions contained herein.
- Services.** The Partner will provide the services consistent with generally accepted industry standards for the Partner's customary services and operate its program in accordance with the Scope of Work attached as Exhibit A to this Agreement.
- Compensation.** The District has no obligation to pay a fee for the services provided by the Partner, unless the parties execute in advance a written agreement that the District will pay for the services described in the written agreement. Before the District pays the agreed to fee, the Partner shall submit a detailed invoice with dates of service, the rate charged for the services and a description of the provided service to the site administrator who will forward the Request for Payment form and the W-9 form to Accounts Payable, which shall be processed for payment within thirty (30) days from the date of receipt of an invoice by the Accounts Payable office

4. **Schedule**. The District and the Partner agree that the services shall be provided at the locations and times attached as **Exhibit A** to this Agreement.

OBLIGATIONS AND RESPONSIBILITIES

5. **District Responsibilities**. The District will undertake the following responsibilities pursuant to this Agreement.

- a. The District shall use its best efforts to provide such information as may be necessary to assist the Partner to perform and evaluate the services provided under this Agreement.
- b. The District hereby designates _____ to act as a District Liaison with the Partner.
- c. The Partner with the District's approval, may use District Facilities, provided the Partner agrees to follow the policies, rules and regulations as well as pay the operating costs, if any, related to such use.

6. **Partner Responsibilities**. In addition to any and all obligations required by law or stated elsewhere in this Partnership Agreement, the Partner will undertake the following responsibilities pursuant to this Agreement.

- a. The Partner will be fully qualified and will have all licenses, permits, certificates, registrations, and approvals needed to perform its obligations under this Agreement.
- b. The Partner will not charge any student a fee or tuition for participating in the program or the receipt of services without advance written approval of the District or the designated District Liaison.
- c. The Partner shall immediately notify the District Liaison of any changes that may affect the performance of the services provided under this Agreement.
- d. The Partner shall attach to this Agreement the list of names and personal contact information of each individual staff\volunteer performing any service; and immediately notify the District when a staff\volunteer is added or removed from the list provided to the District; and from time to time or upon request, provide updated information or changes made of the Partner's staff\volunteer list. **See the attached Exhibit B**

7. MISCELLANEOUS

- a. **Confidentiality**. The Partner is entering into this Agreement with the understanding that any and all District provided information belongs to the District. The Partner agrees to be responsible for its compliance with the Children's Online Privacy Protection Act of 1998 and its implementing regulations at 16 CFR Part 312 ("COPPA"), the Family Educational Rights and Privacy Act and its implementing regulations at 34 CFR Part 99 ("FERPA"), and all other applicable laws, rules or regulations, as amended (collectively, the "Confidentiality Laws"), concerning the collection, use and disclosure of "directory information," "education records," and "personally identifiable information," of the District's "students" and "parents," as those quoted terms are defined in FERPA, and all information concerning District's, students' names, performance information, disciplinary information, test results, test results analyses and all other student or school identifying information and personal data and all rights thereto (collectively, the "District Information"). In the

event of a conflict between this Agreement and the Confidentiality Laws, the Confidentiality Laws shall control. In the event of a conflict between FERPA and all other Confidentiality Laws, FERPA will control absent clear statutory authority on controlling law. In the event of conflict or uncertainty interpreting controlling law regarding the collection, access, use, or disclosure of District Information, the Partner will resolve the uncertainty or conflict in favor of prohibiting the collection, access, use, or disclosure of District Information. The parties acknowledge and agree that District Information shall be deemed to have been collected, accessed, used, or disclosed so the Partner may assist District in: (a) developing, validating, or administering predictive tests; (b) improving instruction; or (c) otherwise carrying out District's educational responsibilities under the law. Therefore, before any District information may be released, accessed, used or disclosed, the Partner and its staff\volunteers agree to manage the District's information in compliance with all applicable Confidentiality Laws and the current written data sharing agreement.

See the attached Exhibit E

- b. **Confidentiality Agreements with Partner's Employees.** The Partner will cause each of its employees who may gain access to any of the District's 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 District Information. **See the attached Exhibit C**
- c. **If the Partner is a "public entity" within the meaning of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S., as amended ("Act"), the following will apply:**
 - i. **Insurance.** Partner shall maintain insurance, by commercial policy or self-insurance, as is necessary to meet the Partner's liabilities under the Act. Proof of such insurance shall be provided upon request by the School District.
 - ii. **Liability.** Each party to this Agreement shall be liable for the actions and omissions of its respective officers, agents, employees and subcontractors, to the extent provided by the Colorado Governmental Immunity Act. This obligation shall survive termination of this Agreement.

If the Partner is not a "public entity" then the terms of paragraphs d and e will apply.

- d. **Insurance.** To the extent permitted by Colorado law and in accordance with Board of Education Policy *IJOC- School Partners*, each individual staff\volunteer is insured against liability. Notwithstanding the foregoing sentence to the contrary, from the effective date of this Agreement, the Partner, as an organization, shall, as required, have and maintain for its individual staff\volunteers, life, collision, comprehensive, health, medical, workers' compensation or unemployment compensation insurance and will maintain general liability insurance coverage for its employees, volunteers and agents for personal injury, including death, and property damage that may occur or arise in the provision of services to the District and will add the District, as an insured to its policy for the term of this Agreement.
- e. **Indemnification.** The Partner shall be liable for the actions and omissions of its respective officer's employees/agents while performing its obligations and responsibilities under this Agreement. The Partner agrees to indemnify, defend and hold the District, its employees, subcontractors and agents harmless from and against any (i) claim, cause of action, judgment, loss, demand, suit, or legal proceeding (collectively, "Suits") brought against the District or its employees, representatives, or agents, which arises directly or indirectly from any act or omission of the Partner, including but not

limited to any (ii) losses (including judgments, awards, damages and fines), which arise directly from any (A) gross negligence or willful misconduct in connection with this Agreement or the transactions contemplated by this Agreement or (B) breach by the Partner of this Agreement.

- f. **Liability.** 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, express or implied, by the District of any of the immunities, rights, benefits, protection, or other provisions of the Colorado Governmental Immunity Act, C.R.S. 24-10-101, et seq. (“CGIA”), as now or hereafter amended. The parties acknowledge and agree that liability for claims for injury to persons or property arising out of the negligence of the District, including its employees, is controlled and limited by the CGIA.
- g. **Dispute Resolution.** If School District or the Partner believes in good faith that the other party has failed to timely complete performance or provide materials, failed to meet the objectives as set forth by this Agreement or has otherwise not fulfilled commitments or made (“Breach”) under this Agreement, then within thirty (30) days from the date the breach occurred, the aggrieved party shall send written notification to the party who has allegedly breached its obligations identifying the allegations and/or reasons the aggrieved party believes the non-performing party has breached this Agreement. Upon receipt of written notice, the non-performing party shall have ten (10) business days, or such additional time as may be agreed to in writing between the parties, to correct or cure the alleged breach or to notify the aggrieved party that the alleged breach of this Agreement has not occurred. Upon finding the breaching party failed to cure or respond in writing within the agreed upon timeframe shall result in the non-breaching, aggrieved party being entitled to pursue any and all remedies available at law or in equity.
- h. **Open Records** The Partner understands that all material provided or produced under this Agreement may be subject to the Colorado Open Records Act, § 24-72-201, et seq., C.R.S. (2011), and that in the event of a request to School District for disclosure of such information, School District will advise the Partner of such request in order to give the Partner the opportunity to object to the disclosure of any of its proprietary or confidential material. In the event of the filing of a lawsuit to compel such disclosure, School District will tender all such material to the court for judicial determination of the issue of disclosure and the Partner agrees to intervene in such lawsuit to protect and assert its claims of privilege and against disclosure of such material or waive the same.
- i. **Waiver.** No assent, expressed or implied, by the District to any breach of any obligation or covenant by the Partner shall be construed as a waiver of any subsequent or other breach by the Partner.
- j. **Background Checks.** If applicable, the Partner and every person, including any subcontractor or agent of the Partner, who has unsupervised access to students, or access to student data, shall be required to have a criminal background check. The results of the background check shall comply with the provisions of 24-72-305.3, C.R.S. and other district requirements, and upon request, be available to the District. The criminal background check shall, at a minimum, meet the requirements of 22-32-109.7, C.R.S. The costs associated with the background check are solely the Partner’s responsibility. Before services begin, each person required to provide a criminal background check shall disclose in writing and sign a notarized affidavit whether or not he or she has been convicted of any charge(s) such as a felony, misdemeanor, or municipal ordinance violation. Thereafter, during the term of the contract all new personnel, subcontractor(s), third party support personnel and agents, whether paid or not, that are engaged, hired or added to

perform the work or services pursuant to this Agreement, shall be subject to these same requirements before performing services on behalf of Partner.

Notwithstanding the criminal background check requirement as set forth above, Partner hereby warrants that no employee, subcontractor or agent of the Partner rendering services under this Agreement has been convicted of a criminal offense in Colorado or in any other State involving: (i) The abuse, abduction, sexual molestation, physical or sexual assault on, or rape of a minor; or (ii) any crime involving exploitation of minors, including but not limited to child pornography offenses; or any crime of violence; and (iii) Partner shall notify the District immediately upon the discovery or receipt of any information that any person working for the Partner has been detained or arrested by a law enforcement agency. Partner understands that allowing any employee, subcontractor, volunteer or agent who is providing services on Partner's behalf, access to students, District's records, including PII, or to enter onto the District's property, that has been arrested or convicted of the aforementioned crimes, constitutes a material breach of this Agreement and may result in the immediate termination of this Agreement.

- k. **Assignment.** Partner shall not assign the work that is to be performed under this Agreement without the prior written consent of the District.
- l. **Compliance with Law and District Policies.** The Partner will comply with all laws, regulations, municipal codes and ordinances, District policies and procedures and other workplace requirements and standards applicable to the provision of services and work performed.
- m. **Agency.** The Partner agrees and understands that no authority exists pursuant to this Agreement for the Partner to enter into any contract, assume any obligation, or make any representation to third parties on behalf of, or which may bind the District.
- n. **Independent Partner.** The Partner is retained only for the express and limited purposes as set forth in this Agreement and shall at all times have the status of an Independent Partner. To the extent permitted by Colorado law, each individual staff\volunteer providing services on behalf of the Partner, know and understands, after having the opportunity to consult an attorney, agrees to waive any and all claims for any Employee benefits, including worker's compensation and general liability insurance coverage, against the District.
- o. **Permitted Use of Name.** Neither party will use the other's name in any advertisement, promotion, business card, etc. without the other party's prior written consent.
- p. **Termination** Either party may terminate this Agreement without cause by notifying the other party in writing of their 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. The District may terminate this Agreement without further notice immediately if the Partner commits an act of fraud, dishonesty, or any other act of negligent, reckless or willful misconduct in providing services to the District.
- q. **Notices.** 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 Partner's address first stated below or at the District's address, which is as follows:

Denver Public Schools

Attn:

Denver, Colorado

Tel:

Email:

Partner:

Attn:

Denver, CO

Tel:

Email:

Or, at such other address as a party may later give notice to the other party.

- r. **Governing Law.** This Agreement has been executed in Colorado and shall be governed in accordance with the laws of the State of Colorado in every respect.
- s. **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.
- t. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and all previous agreements or discussions between the parties relating to the subject matter of this Agreement are hereby terminated and/or superseded by this Agreement. This Agreement may be amended or modified only by a written instrument signed by both parties. If any provision of this Agreement is held invalid, the validity of the remainder of this Agreement shall not be affected. This Agreement may be signed in counterpart copies. A set of counterpart copies which collectively contain the signature and acknowledgment of all parties shall be deemed to constitute an original. Facsimile copies of signatures Executed counterparts transmitted by facsimile or other electronic means shall be treated as original signatures counterparts.

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Exhibit A
 Organization's Proposed Schools & Facility Locations

School\Facility Location	Program	Service Dates & Times	Requested Space and/or Classrooms	Other facilities needed



**Exhibit C
Confidentiality Agreement**

I, the undersigned, understand that during the course of my work, I may be given access to confidential, privileged, or proprietary student information by the District in order to perform my responsibilities in a manner that meets the District’s needs and enhances the delivery of service. By signing this document, I am agreeing to comply with all regulations and laws established to protect confidential information. I understand that accessing or releasing confidential information and/or records or causing this to occur outside the course of my assigned duties would constitute a violation of this agreement. I understand that proven violation of this agreement can result in termination of my access to information and may result in personal action being taken against me. “Confidential Information” means any and all information of either party disclosed or otherwise made available to or learned by the parties under this Agreement or performing the Services this Agreement requires, which is designated as “confidential” or “proprietary” or which, under all of the circumstances, ought reasonably to be treated as confidential, and includes, but is not limited to, Student Data and all District student records and personnel records.

I agree to:

- Maintain confidential information and not reveal it to clients, colleagues, or others with whom I interact without procuring the necessary releases or authorizations.
- Utilize information disclosed to me solely for the purpose of completing the scope of work set forth in the Data Sharing and Confidentiality Agreement or the Services Agreement.

Partner’s Employee\Agent:

Print Name: _____ Date: _____

Title: _____

Organization/Agency: _____

Signature: _____

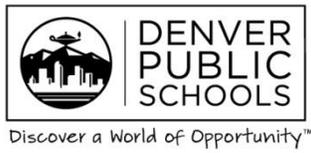


Exhibit D Criminal Background Check Certification

PLEASE READ CAREFULLY: It is required that every person, including any subcontractor or agent of the Partner, providing services, including but not limited to transportation, instruction, or food services, who regularly has direct, student contact shall (i) complete and notarize this form certifying the disclosed criminal history and information, if any, is true and accurate; and (ii) upon request, be able to provide a criminal background report from a state and/or federal law enforcement agency; and, (iii) as a result of the information disclosed or contained in your criminal background report and this certification, agree to provide additional information, if needed.

NOTE: A CRIMINAL CONVICTION IS NOT AN AUTOMATIC DISQUALIFICATION, HOWEVER, ANY PERSON'S SUBMISSION OF FALSE OR MISLEADING INFORMATION OR FAILURE TO DISCLOSE REQUESTED INFORMATION OR IF THE RESULTS ARE INCONSISTENT WITH THE INFORMATION PROVIDED, MAY DISQUALIFY THE PERSON FROM PERFORMING THE SERVICES OR WORK SPECIFIED UNDER ANY AGREEMENT OR RESULT IN THE TERMINATION OF THE AGREEMENT BETWEEN THE DISTRICT AND PARTNER IF SUBSEQUENTLY DISCOVERED AT A LATER DATE.

For purposes of the certification below, a person is deemed to be convicted of committing a felony or misdemeanor if such person has been convicted under the laws of any other state, the United States, or any territory subject to the jurisdiction of the United States of an unlawful act which, if committed within this state, would be a felony or misdemeanor. For purposes of this section "Convicted" means a conviction by a jury or by a court and shall also include the forfeiture of any bail, bond, or other security deposited to secure appearance by a person charged with a felony or misdemeanor, the payment of a fine, a plea of nolo contendere, and the imposition of a deferred or suspended sentence by the court.

Please answer the following questions affirming that you HAVE NOT or HAVE been convicted of any charge(s) such as a felony, misdemeanor, or municipal ordinance violation.

- (a) I HAVE NOT been convicted of committing any felony misdemeanor or municipal ordinance violation; but not including any misdemeanor traffic offense or traffic infraction, TRUE OR FALSE ?
- (b) I HAVE been convicted of committing any felony or misdemeanor; but not including any misdemeanor traffic offense or traffic infraction, YES OR NO ?
- (c) Is there any felony, misdemeanor, or municipal ordinance violation charge(s) currently pending against you, YES OR NO ?
- (d) Have you ever been convicted of or been terminated or resigned because of inappropriate or illegal behavior involving a child or children, YES OR NO ?

If your answer to (a) is FALSE or to either (b) (c) and (d) is YES, provide a detailed explanation of the circumstances concerning your resignation or termination and the relevant facts and disposition of your felony, misdemeanor or municipal ordinance violation for which you were convicted of, or is currently pending, include the date of your conviction or when you were charged and the court entering the judgment of conviction or where any charges are currently pending in the space provided below.

I, (person's name) _____, certify, under penalty of perjury that by the submission of this certification the answers given to the questions above are true and complete. I authorize investigation of all statements contained in this certification as may be deemed necessary in arriving at a decision regarding my participation. I understand that false or misleading information given in this certification, or employment records, or interview(s) with my organization shall result in immediate termination to perform services for, or on behalf the school district. I also understand that I am required to abide by all of the school district's applicable policies, rules and regulations. I authorize the investigation of my personal and/or employment history and authorize any former employer, person, firm, corporation, school, college, governmental or law enforcement agency to disclose pertinent information they may have regarding me. This authorization shall remain in effect during the course of my providing services as an agent, employee or volunteer with the school district for the purpose of verifying any information contained in this certification. In consideration of the review of this certification, I release the school district and all providers of information from any liability as a result of furnishing and receiving this information. I understand that my ability to serve as an agent, employee or volunteer may be predicated upon the truthfulness of my answers in this certification and the results of any criminal background check concerning felony or misdemeanor convictions. My acceptance and or agreement below constitutes a waiver of any rights I may have to inspect and review confidential references and all other materials requested and/or submitted on a confidential basis regarding this certification.

Signature Date

Sworn and subscribed to before me
by _____ this ___ day of _____, 20__.

Witness My Hand And Official Seal

My Commission Expires: _____
By: _____

Exhibit E

DATA PROTECTION ADDENDUM

This Data Protection Addendum (“Addendum”) is attached to and forms a part of the Denver Public Schools Partnership Agreement or Independent Contractor Agreement (the “Contract”) dated _____, 201__, by and between School District No. 1 in the City and County of Denver, d/b/a Denver Public Schools (“District”) and [PARTNER NAME] (“Partner”) (the Addendum and the Contract are collectively referred to hereinafter as “Agreement”). This Addendum supersedes the Contract by adding to, deleting from and modifying the Contract as set forth herein. To the extent any such addition, deletion or modification results in any conflict or inconsistency between the Contract and this Addendum, this Addendum shall govern and the terms of the Contract that conflict with this Addendum or are inconsistent with this Addendum shall be of no force or effect.

In consideration of the mutual covenants, promises, understandings, releases and payments described in the Contract and this Addendum, the parties agree to amend the Contract by adding the following language:

1. Definitions

1.1 “*Biometric Record*,” as used in the definition of “Personally Identifiable Information,” means a record of one or more measurable biological or behavioral characteristics that can be used for automated recognition of an individual. Examples include fingerprints; retina and iris patterns; voiceprints; DNA sequence; facial characteristics; and handwriting.

1.2 “*Designated Representative*” means District or Partner employees as specified on Schedule 1 to whom all notices required in this Addendum will be sent.

1.3 “*District Data*” means any Personally Identifiable Information, Record, Education Records, as defined herein, and all Personally Identifiable Information included therein or derived therefrom that is not intentionally made generally available by the District on public websites or publications but is made available directly or indirectly by the District to Partner or that is otherwise collected or generated by Partner in connection with the performance of the Services, as defined herein.

1.4 “*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.

1.5 “*Education Records*” means records, files, documents and other materials that: (a) contain information directly related to a student; and (b) are maintained by the District, or by a party acting for the District such as Partner.

1.6 “*End User*” means individuals authorized by the District to access and use the Services as defined herein.

1.7 “*Incident*” means a suspected, attempted, or imminent threat of unauthorized access, use, disclosure, breach, modification, disruption or destruction to or of District Data.

1.8 “*Mine District Data*” means the act of searching through, analyzing, accessing, or extracting District Data, metadata, or information not necessary to accomplish the Services or purpose(s) of this Agreement for the benefit of the District.

1.9 “*Personally Identifiable Information*” or “*PII*” means 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. Personally Identifiable Information includes, but is not limited to: (a) the student’s name; (b) the name of the student’s parent or other family members; (c) the address or phone number of the student or student’s family; (d) personal identifiers such as the student’s state-assigned student identifier, social security number, student number or biometric record; (e) indirect identifiers such as the student’s date of birth, place of birth or mother’s maiden name; and (f) demographic attributes, such as race, socioeconomic information, and gender.

To the extent it is not already included in the definition hereinabove, PII also includes: (a) “personal information” as defined in the Colorado Open Records Act, C.R.S. 24-72-101 et seq. (“CORA”); (b) Personally Identifiable Information contained in student “education records” as that term is defined in the Family Educational Rights and Privacy Act, 20 U.S.C. 1232g; (c) “protected health information” as that term is defined in the Health Insurance Portability and Accountability Act, 45 C.F.R. Part 160.103; (d) “nonpublic personal information” as that term is defined in the Gramm-Leach-Bliley Financial Modernization Act of 1999, 15 U.S.C. 6809; (e) credit and debit card numbers and/or access codes and other cardholder data and sensitive authentication data as those terms are defined in the Payment Card Industry Data Security Standards; and (f) other financial account numbers, access codes, and state- or federal-identification numbers such as driver’s license, passport or visa numbers.

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

1.11 “*Securely Destroy*” means to remove District Data from Partner’s systems, paper files, records, databases, and any other media regardless of format so that District Data is permanently irretrievable in Partner’s and its Subcontractors’ subcontractors normal course of business.

1.12 “*Security Breach*” means an event in which District Data is exposed to unauthorized disclosure, access, alteration or use or a system configuration that results in a documented unsecured disclosure, access, alteration or use, in a manner not permitted in this Addendum, which poses a significant risk of financial, reputational or other harm to the affected End User or the District.

1.13 “*Services*” means any goods or services acquired by the District from the Partner, or under the contract, including but not limited to computer software, mobile applications (apps), and web-based tools accessed by End Users through the Internet, installed, or run on a computer or electronic device.

1.14 “*Subcontractors*” means Partner’s employees, subcontractors or agents, identified on Schedule 2, as updated by Partner from time to time in accordance with the requirements of this Addendum, who Partner has engaged to enable Partner to perform its obligations under the Contract.

1.15 “*Student Profile*” means a collection of PII data elements relating to a student of the District.

2. Requested District Data

Partner is requesting the District to provide the following information for the purpose of ongoing program evaluation and improvements in an effort to provide well-rounded services and supports to DPS students. (Please check Reporting(s) that apply):

Aggregate Reporting (Cohort)

1. Attendance
2. Absenteeism
3. Demographics (Ethnicity)
4. Zip Code
5. Academic Proficiency (Standardized Tests)
6. Free and Reduced Lunch Rate

Student Detail Reporting (Individual)

1. State Assigned Student ID Number
2. School enrollment location
3. Ethnicity
4. Gender
5. SPED Status (Yes or No only)
6. ELA Status (Yes or No only)
7. YTD Average Attendance
8. YTD Absenteeism Category
9. YTD Tardy Rate
10. YTD In School Suspensions
11. YTD Out of School Suspensions
12. Total Credits Attempted (Secondary Education)
13. Total Credits Earned (Secondary Education)
14. Most Recent CMAS and PARCC Scores / Proficiency Levels
15. Most Recent CMAS and PARCC Growth

Other District Data (when applicable, to be completed by DPS):

3. Rights and License in and to District Data

District owns all rights, title, and interest in and to District Data and any and all now known or hereafter existing intellectual property rights associated therewith, and any derivative works thereof or modifications thereto, including without limitation, De-identified Data. The District hereby grants to Partner a limited, nonexclusive license to use District Data solely for the purpose of performing its obligations specified in the Contract. This Agreement does not give Partner any rights, title, or interest implied or otherwise, to District Data or De-identified Data, except as expressly stated in the Contract.

4. Data Privacy

4.1 Use of District Data. Partner shall use District Data only for the purpose of performing the Services and fulfilling its duties under the Contract.

4.2 Prohibited Uses of District Data. With the exception of De-identified Data that the District has agreed in writing to allow Partner to use as specified in Section 3.5, Partner shall not:

4.2.1 Use, sell, rent, transfer, distribute, alter, mine, or disclose District Data (including metadata) to any third party without the prior written consent of the District, except as required by law;

4.2.2 Use District Data for its own commercial benefit, including but not limited to, advertising or marketing of any kind directed toward children, parents, guardians, or District employees, unless such use is specifically authorized by this Agreement or otherwise authorized in writing by the District;

4.2.3 Use District Data to create a Student Profile other than as authorized or required by the Contract to perform the Services; and

4.2.5 Store District Data outside the continental United States unless Partner has given the District Designated Representative advance written notice of where and how the servers are housed, managed, and secured, and that the security standards required herein can be achieved.

4.3 Qualified FERPA Exception. Partner understands and agrees that the purpose and contemplated use of the data and information disclosed by the District is solely to conduct studies for, or on behalf of the District to (1) develop, validate, or administer predictive tests; (2) administer student aid programs; and (3) improve instruction. If Partner will have access to Education Records, Partner acknowledges that, for the purposes of this Agreement, pursuant to the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g and its implementing regulations, 34 C.F.R. Part 99 (“FERPA”), it will be designated as a “school official” with “legitimate educational interests” in the District Education Records and PII disclosed pursuant to the Contract, and Partner agrees to abide by the FERPA limitations and requirements imposed on school officials. Partner will use the Education Records only for the purpose of fulfilling its duties under the Contract for District’s and its End Users’ benefit, and shall not share District Data with or disclose it to any third party except as provided for in the Agreement, as required by law, or if authorized in writing by the District. Partner warrants and represents that during the five-year period preceding the Effective Date of this Agreement, it has not been found in violation of FERPA by the U.S. Department of Education’s Family Policy Compliance Office.

4.4 Subcontractor Use of District Data. To the extent necessary to perform its obligations specified in the Contract, Partner may disclose District Data to subcontractors pursuant to a written agreement, specifying the purpose of the disclosure and providing that: (a) Subcontractor shall not disclose District Data, in whole or in part, to any other party; (b) Subcontractor shall not use any District Data to advertise or market to students or their parents/guardians; (c) Subcontractor shall access, view, collect, generate and use District Data only to the extent necessary to assist Partner in performing its obligations specified in the Contract; (d) at the conclusion of its/their work under its/their subcontract(s) Subcontractor shall, as directed by the District through Partner, Securely Destroy all District Data in its/their possession, custody or control, or return such District Data to the District, at the election of the District; (e) Subcontractor shall indemnify the District in accordance with the terms set forth in Section 11 hereinbelow; and (f) Subcontractor shall utilize appropriate administrative, physical and technical safeguards in accordance with industry standards and best practices to secure District Data from unauthorized disclosure, access and use. Partner shall ensure that its employees and who have potential access to District Data have undergone appropriate background screening, to the District’s satisfaction, and possess all needed qualifications to comply with the terms of this Addendum. Partner shall also ensure that its comply with the insurance requirements specified in Section 12 of this Addendum.

4.5 Use of De-identified Data. Partner may use De-identified Data for purposes of research, the improvement of Partner’s products and services, and/or the development of new products and services. In no event shall Partner or subcontractor re-identify or attempt to re-identify any De-identified Data or use De-identified Data in combination with other data elements or De-identified Data in the possession of a third-party affiliate, thereby posing risks of re-identification.

4.5.1 Any study, assessment, report, or other agreed upon work product that would provide benefit to the District Sponsor or the District using De-identified Data, must use suppression/masking for any group with less than sixteen (16) students.

4.6 Partner shall provide drafts of any publications to the authorized representative of the District before submission for publication, presentation or public release. Partner shall submit all final drafts and reports to the District describing in sufficient detail the results of any study, assessment or report, including any accomplishments and significant research findings derived from the performance of its work, delivery of service or any evaluation or assessment conducted under this Agreement within 30 days after the completion date of the final draft.

4.7 If Partner wants to conduct a survey of students, it acknowledges that all student surveys will be in compliance with the requirements of the Protection of Pupil Rights Amendment (PPRA). In the event that any Department of Education funding is used for this program, prior written parental consent will be obtained before surveying a student on any of the following topics: (i) Political affiliations; (ii) Mental and psychological problems potentially embarrassing to the student and his/her family; (iii) Sex behavior and attitudes; (iv) Illegal, anti-social, self-incriminating and demeaning behavior; (v) Critical appraisals of other individuals with whom respondents have close family relationships; (vi) Legally recognized privileged or analogous relationships, such as those of lawyers, physicians, and ministers; or (vii) Religious practices, affiliations, or beliefs of the student or parents; or (viii) Income (other than that required by law to determine eligibility for participation in a program or for receiving financial assistance under such program). The protected categories may also be expanded by future amendments to the Protection of Pupil Rights Amendment (“PPRA”) (20 U.S.C. § 1232h; 34 CFR Part 98). Parents will have the opportunity to inspect the survey created by a third party before the survey is administered or distributed to the student regardless of the funding source.

4.8 Anytime human subjects may be used, Partner shall comply with Department of Health and Human Services (DI-IHS) policies and regulations on the protection of human subjects (45 CFR 46, as amended) and with any terms of approval imposed by the District’s Internal Review Board (“IRB”) on the Use of Humans as Experimental Subjects. In all cases, Partner agrees to adhere to the study protocol approved by the IRB, to assure that any legal or IRB requirements for the informed consent process are met and are appropriately documented, and to report to the District’s authorized representative (a) any adverse events or unexpected problems, and (b) any proposed changes to the study protocol or informed consent process. If Partner has its own approved Institutional Review Board, then the project shall also be submitted to that board for approval and Partner shall provide verification that the approval has been granted. If applicable, the verification shall state the date when the project must be resubmitted for continuing review.

5. Data Security

5.1 Security Safeguards. Partner shall ensure that the manner in which District Data is collected, accessed, used, stored, processed, disposed of and disclosed, complies with all applicable federal and state data protection and privacy laws, regulations and directives, including without limitation C.R.S. § 22-16-101 *et seq.*, as well as the terms and conditions of this Agreement. At a minimum, all data and information shall be securely stored under lock and key at Partner’s location and any site where it may be accessed and stored. Additionally, if Partner uses

a data management system that is an electronic database for storing information and data, then it must be secured and protected in a manner that would be considered consistent with industry standards. All persons and individuals with access to such information and data must meet the FERPA requirements of persons given access to such data must be identified and sign the confidentiality agreement. These measures will be extended by contract to all subcontractors used by the Partner.

5.2 Examination of Records. Partner shall keep true and complete records of any all data received, exchanged and shared between and amongst its employees, agents, subcontractors and volunteers pursuant to this Agreement. Partner shall establish and maintain a system of record keeping satisfactory to the District and the District's authorized representative and provide access to such records either during regular business, at any reasonable time or at a mutually agreed upon time. Any duly authorized representative of the District shall be given access to and the right to examine any computer, server, hard drive, documents, papers and records containing information provided by District under this Agreement. Partner agrees that it shall keep and preserve all records and reports for at least three (3) years from the date of receipt under this Agreement.

5.3 Background Checks. The Partner and every person, including any officer, employee and agent of the Partner, who has unsupervised access to students, or access to student data, shall be required to have a criminal background check. The results of the background check shall comply with the provisions of 24-72-305.3, C.R.S. and other district requirements, and upon request, be available to the District. The criminal background check shall, at a minimum, meet the requirements of 22-32-109.7, C.R.S. The costs associated with the background check are solely the Partner's responsibility. Before Services begin, each person required to provide a criminal background check shall disclose in writing and sign a notarized affidavit whether or not he or she has been convicted of any charge(s) such as a felony, misdemeanor, or municipal ordinance violation. Thereafter, during the term of the Contract all new personnel, subcontractor(s), third party support personnel and agents, whether paid or not, that are engaged, hired or added to perform the Services, shall be subject to these same requirements before performing services on Partners's behalf.

Notwithstanding the criminal background check requirement as set forth above, Partner hereby warrants that no officer, employee, or agent of the Partner rendering the Services has been convicted of a criminal offense in Colorado or in any other State involving: (i) the abuse, abduction, sexual molestation, physical or sexual assault on, or rape of a minor; or (ii) any crime involving exploitation of minors, including but not limited to, child pornography offenses or any crime of violence; and (iii) Partner shall notify the District immediately upon the discovery or receipt of any information that any person working for the Partner has been detained or arrested by a law enforcement agency. Partner understands that allowing any employee, subcontractor, volunteer or agent who is providing services on Partner's behalf, access to students, District's records, including PII, or to enter onto the District's property, that has been arrested or convicted of the aforementioned crimes, constitutes a material breach of this Agreement and may result in the immediate termination of this Agreement.

6. Security Incident and Security Breach

6.1 Security Incident Evaluation. In the event of an Incident, Partner shall follow industry best practices to fully investigate and resolve the Incident, and take steps to prevent developments that may result in the Incident becoming a Security Breach at Partner's expense in accordance with applicable privacy laws.

6.2 Response. Immediately upon becoming aware of a Security Breach, or a complaint of a Security Breach, Partner shall notify the District Designated Representative in writing as set forth herein, fully investigate the Security Breach, cooperate fully with the District's investigation of and response to the Security Breach, and use best efforts to prevent any further Security Breach at Partner's expense in accordance with applicable privacy laws. Except as otherwise required by law, Partner shall not provide notice of the Security Breach directly to individuals whose Personally Identifiable Information was involved, to regulatory agencies, or to other entities, without first providing written notice to the District's Designated Representative.

6.3 Security Breach Report. If the District reasonably determines that Partner has committed a Security Breach, then the District may request Partner to submit, within seven (7) calendar days from discovery of such breach, a written report, and any supporting documentation, identifying (i) the nature of the Security Breach, (ii) the steps Partner has executed to investigate the Security Breach, (iii) what District Data or PII was used or disclosed, (iv) who or what was the cause of the Security Breach, (v) what Partner has done or shall do to remediate any deleterious effect of the Security Breach, and (vi) what corrective action Partner has taken or shall take to prevent a future Incident or Security Breach. The District reserves the right to require Partner to amend its remediation plans.

6.4 Effect of Security Breach. Upon the occurrence of a Security Breach, the District may terminate this Agreement in accordance with District policies. The District may require Partner to suspend all Services, pending the investigation and successful resolution of any Security Breach, and Partner may be required to reimburse District all amounts paid for any period during which Services were not rendered. Partner acknowledges that, as a result of a Security Breach, the District may also elect to disqualify Partner and any of its Subcontractors from future contracts with the District.

6.5 Liability for Security Breach. In addition to any other remedies available to the District under law or equity, Partner shall reimburse the District in full for all costs, including but not limited to, payment of legal fees, audit costs, fines, and other fees imposed that were actually incurred by the District and caused in whole or in part by Partner or its officers, employees or agents for any Security Breach. If Personally Identifiable Information is compromised, Partner shall provide notification to the affected individuals on behalf of the District, pursuant to the Student Data Transparency and Security Act, C.R.S. 22-16-108 (4).

7. Response to Legal Orders, Demands or Requests for Data

7.1 Received by Partner. Except as otherwise expressly prohibited by law, Partner shall immediately notify the District of any subpoenas, warrants, or other legal orders, demands or

requests received by Partner seeking District Data; consult with the District regarding its response; cooperate with the District's reasonable requests in connection with efforts by the District to intervene and quash or modify the legal order, demand or request; and, upon the District's request, provide the District with a copy of its response.

7.2 Received by District. If the District receives a subpoena, warrant, or other legal order, demand or request seeking District Data maintained by Partner, including but not limited to, a request pursuant to the CORA, the District will promptly notify Partner and, within two (2) business days, excluding national holidays, Partner shall supply the District with copies of the District Data for the District to respond.

7.3 Parent Request. If a parent, legal guardian or student contacts the District with a request to review or correct District Data or PII, pursuant to FERPA or the Student Data Transparency and Security Act, C.R.S. § 22-16-101 *et seq.* (the "Act"), the District will promptly notify Partner's Designated Representative and Partner shall use reasonable and good faith efforts to assist the District in fulfilling such requests, as directed by the District, within ten calendar (10) days after receipt of District's notice. Conversely, if a parent, legal guardian or student contacts the Partner with a request to review or correct District Data or PII, within ten calendar (10) days after receipt of such notice, Partner shall promptly notify the District and shall use reasonable and good faith efforts to assist the District in fulfilling such requests, as directed by the District.

7.4 Access to District Data. District shall have the right to access and retrieve any or all District Data stored by or in possession of Partner upon written notice to Partner's Designated Representative. Partner shall make the District Data available to the District within seven (7) calendar days from the date of request.

8. Compliance with Applicable Law

8.1. Children's Online Privacy and Protection Act. If Partner collects personal information (as defined in the Children's Online Privacy and Protection Act of 1998, 5 U.S.C. 6501 to 6505, and its implementing regulations ("COPPA")) from children under thirteen (13) years of age in performing the Services, Partner warrants, represents, and covenants that such collection is and shall be for the use and benefit of the District and for no other commercial purpose. Partner has provided District with written notice of its collection, use, and disclosure practices.

8.2 Compliance with Laws. Partner warrants that it will abide by all applicable laws, ordinances, rules, regulations, and orders of all governmental agencies or authorities having jurisdiction over the Services including but not limited to: (a) COPPA; (b) FERPA; (c) the Health Insurance Portability and Accountability Act, 45 C.F.R. Part 160.103; (d) the Health Information Technology for Economic and Clinical Health Act, (e) Gramm-Leach-Bliley Financial Modernization Act of 1999, 15 U.S.C. 6809; (f) Payment Card Industry Data Security Standards; (g) Protection of Pupil Rights Amendment, 20 U.S.C. 1232h, 34 C.F.R. Part 98; and (h) Americans with Disabilities Act, and Federal Export Administration Regulations.

8.3 Americans with Disabilities Act. To the extent the District is required to provide accommodations in compliance with the Americans with Disability Act (“ADA”), Partner Organization will make best efforts to assist the District in providing its services to end users pursuant to this Agreement, and will assistance the District in a manner that its system and services will, at a minimum, conform with all laws, regulations and guidance that apply to accessibility in accordance with the ADA, Section 504 of the Rehabilitation Act of 1973, and the Web Content Accessibility Guidelines (WCAG) 2.0 Level AA guidelines; provided, however, Partner Organization will have no obligations with respect to such compliance as it relates to any portion of the system and services provided or developed by the District including District content.

9. Term and Termination

9.1 This Addendum takes effect immediately as of the Effective Date, and remains in full force and effect until the successful completion of the services, unless earlier terminated under Sections 9.2 or 13.3.

9.2 Subject to Sections 8.2 and 12.3, this Addendum will automatically terminate without any further action of the Parties upon the termination or expiration of the Contract between the Parties or successful completion of the Services. Alternatively, upon re-execution of the Contract by the authorized persons of District and Partner, this Addendum shall also be revived and be of full force and effect.

9.3 Termination by the District.

9.3.1 The District may immediately terminate the Contract in accordance with District policies if, at any time, the District determines in its sole discretion, that Partner has breached any of the requirements of this Addendum.

9.3.2 The District may terminate the Contract if District receives information that Partner has failed to comply with the same or substantially similar security obligations as set forth herein with another school district.

9.3.3 The District may terminate the Contract if the District receives information after execution of this Addendum, that any of Partner’s representations or warranties have substantially changed after execution of this Addendum.

10. Data Transfer Upon Termination or Expiration

10.1 Destruction or Return of District Data. With the exception of De-identified Data that District has specifically agreed in writing to allow Partner to use after termination or expiration of this Agreement, or District Data for which Partner has specifically obtained consent from the parent, legal guardian or student to keep, no later than (30) calendar days after termination or expiration of this Agreement, Partner shall certify in writing that all District Data and PII that Partner collected, generated or inferred pursuant to the Contract (“Contract Data”), is securely returned or Securely Destroyed, pursuant to Schedule 4 attached hereto.

10.2 Transfer and Destruction of District Data. If the District elects to have all District Data or Contract Data that is in Partner’s possession or in the possession of Partner’s subcontractors transferred to a third party designated by the District, such transfer shall occur within a reasonable period of time but no later than thirty (30) calendar days after expiration or termination of this Agreement, and without significant interruption in service or access to such District Data. Partner shall work closely with such third party transferee to ensure that such transfer/migration uses facilities and methods compatible with the relevant systems of the District or its transferee, and to the extent technologically feasible, that the District will have reasonable access to District Data during the transition. District will pay all costs associated with such transfer, unless such transfer is as the result of termination of this Agreement following Partner’s breach of the terms of this Agreement. Upon successful transfer of District Data, as confirmed in writing by the District’s Designated Representative, Partner shall Securely Destroy all District Data in accordance with Section 9.1.

10.3 Response to Specific Data Destruction or Return Requests. After receiving a written request from the District, Partner shall Securely Destroy or return any specific District Data or Contract Data that is in its possession or in the possession of its subcontractors within five (5) business days, excluding national holidays, after receiving a written request from the District.

11. Indemnification

11.1 If Partner is a “public entity” then it will be responsible for the negligent acts and omissions of its officers, agents, employees and representatives with respect to its obligations under this Agreement. Any provision of this Agreement, whether or not incorporated herein by reference, shall be controlled, limited and otherwise modified so as to limit any liability of the Partner under the Colorado Governmental Immunity Act, C.R.S. 24-10-101 et seq. It is specifically understood and agreed that nothing contained in this paragraph or elsewhere in this Agreement shall be construed as an express or implied waiver of its governmental immunity or as an express or implied acceptance of liabilities arising as a result of actions which lie in tort or could lie in tort in excess of the liabilities allowable under the Act, as a pledge of the full faith and credit of the Partner, or as the assumption by the Partner of a debt, contract or liability of the District or its affiliates in violation of Article XI, Section 1 of the Constitution of the State of Colorado.

11.2 If Partner is not a “public entity” then Partner shall indemnify, defend and hold District and its elected officials, employees, representatives, and agents harmless, without limitation, from and against any and all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs or expenses, including attorneys’ fees, the costs of enforcing any right to indemnification hereunder, and the cost of pursuing any insurance providers, arising out of or resulting from Partner’s performance of services under this Addendum, any third-party claim against any Indemnified party arising out of or resulting from Partner’s failure to comply with any of its obligations under Sections 3, 4, 5, and 9 of this Addendum, and any breach of Partner’s obligations under this Addendum. These indemnification duties shall survive termination or expiration of this Agreement.

12. Miscellaneous

12.1 No Partner End User Agreements. Partner shall not require End Users to sign or complete any end user license agreements (EULA) or acceptable use policy (AUP) agreements or understandings, whether electronic, verbal, or in writing. In the event that an EULA or AUP is completed by a District End User, this Addendum shall supersede the Partner's agreement.

12.2 Public Inspection of Agreement. Partner acknowledges and agrees that this Agreement and all documents Partner provides District as required herein, are public records for purposes of the CORA and shall at all times be subject to public inspection. The parties understand that in the event of a request for disclosure of such information, the District will notify Partner to give Partner the opportunity to redact its proprietary or confidential material. In the event of the filing of a lawsuit to compel disclosure, the District will tender Partner's material to the court for judicial determination of the issue of disclosure and Partner agrees to intervene in such lawsuit to protect and assert its claims of privilege against disclosure or waive the same.

12.3 Survival. The Partner's obligations under Sections 3, 4, 5, 6, 9, and 10, and any other obligations or restrictions that expressly or by their nature are to continue after termination, shall survive termination of this Agreement for any reason until all District Data has been returned or Securely Destroyed.

12.4 Choice of Law. Any claim, controversy or dispute arising under or related to this Addendum shall be construed pursuant to the substantive, not conflicts, laws of the State of Colorado. Each of the Parties submits to the exclusive jurisdiction of any state sitting in or federal court with jurisdiction over Denver County, Colorado, in any action or proceeding arising out of or relating to this Agreement and agrees that all claims in respect of the action or proceeding may be heard and determined in any such court. Each Party also agrees not to bring any action or proceeding arising out of or relating to this Addendum in any other court. Each of the Parties waives any defense of inconvenient forum to the maintenance of any action or proceeding so brought and waives any bond, surety or other security that might be required of any other Party with respect to any such action or proceeding.

12.5 Immunities. The District retains all of its rights, privileges and immunities under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 *et seq.*

12.6 No Assignment. Partner shall not assign or subcontract any of its rights or obligations hereunder without the express written consent of District. Any assignment in violation of this section shall be void.

12.7 No Third Party Beneficiaries. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than District.

12.8 Schedules. The following schedules are attached hereto, or shall be attached hereto, and are specifically made a part hereof by this reference:

Schedule 1 -- Designated Representatives

Schedule 2 -- Subcontractors

Schedule 3 -- Written Consent to Maintain De-identified Data

Schedule 4 -- Certification of Destruction\Return of District Data

12.9 Counterparts. This Addendum may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

12.10 Effectiveness; Date. This Addendum will become effective when all parties have signed it. The date of this Addendum will be the date this Addendum is signed by the last party to sign it (as indicated by the date associated with the party's signature).

Each party is signing this agreement on the date stated opposite that party's signature.

SCHOOL DISTRICT NO. 1 IN THE CITY
AND COUNTY OF DENVER, D/B/A
DENVER PUBLIC SCHOOLS

Date: _____

By: _____
Bryan Westerman
Student Data Privacy Officer

Date: _____

[NAME OF PARTNER]
By: _____
[INSERT PRINTED NAME]
[INSERT TITLE]

Date: _____

By: _____

SCHEDULE 1
Designated Representatives

NOTICE REQUIRED	DISTRICT REPRESENTATIVE	PARTNER REPRESENTATIVE
Security Breach:	Bryan Westerman Student Data Privacy Officer By U.S. Mail: 1860 Lincoln St Denver, CO 80203 By E-mail: bryan_westerman@dpsk12.org	[TITLE] By U.S. Mail: _____ By E-mail: _____
FERPA Requests:	Bryan Westerman Student Data Privacy Officer By U.S. Mail: 1860 Lincoln St Denver, CO 80203 By E-mail: bryan_westerman@dpsk12.org	[TITLE] By U.S. Mail: _____ By E-mail: _____
CORA Requests:	Bryan Westerman Student Data Privacy Officer By U.S. Mail: 1860 Lincoln St Denver, CO 80203 By E-mail: bryan_westerman@dpsk12.org	[TITLE] By U.S. Mail: _____ By E-mail: _____
Updates to Privacy Policy / Transparency Requirements:	Bryan Westerman Student Data Privacy Officer By U.S. Mail: 1860 Lincoln St Denver, CO 80203 By E-mail: bryan_westerman@dpsk12.org	[TITLE] By U.S. Mail: _____ By E-mail: _____
Updates to Subcontractor Schedule:	Bryan Westerman Student Data Privacy Officer By U.S. Mail: 1860 Lincoln St Denver, CO 80203 By E-mail: bryan_westerman@dpsk12.org	[TITLE] By U.S. Mail: _____ By E-mail: _____
Data Retrieval:	Bryan Westerman Student Data Privacy Officer By U.S. Mail: 1860 Lincoln St Denver, CO 80203 By E-mail: bryan_westerman@dpsk12.org	[TITLE] By U.S. Mail: _____ By E-mail: _____
Destruction of Data:	Bryan Westerman Student Data Privacy Officer By U.S. Mail: 1860 Lincoln St Denver, CO 80203 By E-mail: bryan_westerman@dpsk12.org	[TITLE] By U.S. Mail: _____ By E-mail: _____

SCHEDULE 1
Designated Representatives

DISTRICT REPRESENTATIVE	PARTNER REPRESENTATIVE
<p>Name: Bryan Westerman</p> <p>Title: Student Data Privacy Officer</p> <p>Address: 1860 Lincoln St Denver, CO 80203</p> <p>Phone: 720-423-2211</p> <p>E-mail: bryan_westerman@dpsk12.org</p>	<p>Name:</p> <p>Title:</p> <p>Address:</p> <p>Phone:</p> <p>E-mail:</p>

SCHEDULE 2
subcontractors

Partner shall update this information as necessary to maintain accuracy and shall send revised attachments, exhibits or schedules to the District's Authorized Representative.

What third party vendors does Partner do business with that may have access to student personally identifiable data, and what is the purpose of these third party vendors (please fill complete the table below with this information)?

Name of Subcontractor	Primary Contact Person	Subcontractor's Address	subcontractor's Phone/email	Purpose of re-disclosure to subcontractor

SCHEDULE 3
Written Consent to Maintain De-identified Data

The District hereby gives its consent for Partner to retain and use for the stated purpose and period, De-identified Data elements as set forth below:

Description of De-identified Data Elements	Purpose for Retention and Use	Period of Use

I\We, _____, as [title] _____ and the authorized representative(s) of the Partner do hereby certify that no attempt will be made to re-identify De-identified Data.

PartnerName: _____

Partner Representative Name: _____

Title: _____

Signature: _____ Date: _____

