



**DATA EXCHANGE AND DISCLOSURE AGREEMENT
BETWEEN
THE DISTRICT AND SCHOOL SERVICES PROVIDER**

THE DATA EXCHANGE AND DISCLOSURE AGREEMENT (“Agreement”) is entered into between Denver Public Schools (“the District”) and NCS Pearson, Inc. (hereafter referred to as, “School Services Provider” or “Contractor” which is incorporated herein by reference, for the contemplated purpose of memorializing the terms and conditions upon which the District has agreed to provide School Services Provider with certain requested data from the District.

WHEREAS, School Services Provider acknowledges and understands that the District is required to safeguard the privacy of its students’ educational records in a manner consistent with the mandates of the Family Educational Rights and Privacy Act and its applicable regulations promulgated thereunder (“FERPA”) (20 U.S.C. § 1232g; 34 CFR Part 99) and as it may be amended from time to time, and including any successor statute to FERPA; and

WHEREAS, FERPA establishes a right of privacy for student data and information concerning the -release and disclosure of personally -identifiable information outside the student’s learning institution or to persons inside the institution without a legitimate educational need for the information without the express written permission of the student’s parent/legal guardian or a student over the age of 18 years; and

WHEREAS, FERPA has regulatory exceptions, one of them, among others, allows disclosure to third parties and outside organizations acting as school officials providing a specified service on behalf of the District that the District would otherwise use its employees for, and provided the purpose, scope and duration of services are clearly set forth in writing. 20 U.S.C. § 1232g(b)(1)(F) and 34 C.F.R. § 99.31(a)(1)(i)(B)(1); and

WHEREAS, School Services Provider having met one or more of the categorically recognized exceptions in accordance with FERPA and its regulations to be designated a “School Official” hereunder, the District, may disclose the requested data to the School Services Provider.

WHEREAS, the services School Services Provider will provide to the District are described below:

Digital versions of various Classroom Assessment Products including *Naglieri Non-Verbal Abilities Test, third edition* (“NNAT3”); *Group Reading Assessment and Diagnostic Evaluation* (“GRADE”); *Group Mathematics Assessment and Diagnostic Evaluation* (“GMADE”); *Developmental Reading Assessment* (“DRA”);; *aimsweb*; *aimswebPlus*; *Test of English Language Learning* (“TELL”), and *Review360*. School Services Provider represents it has the knowledge, skill and technological resources necessary to receive, transfer, maintain and store the District’s information and data in a manner that is sufficiently secure and encrypted to protect the District’s data and information so it remains confidential.

NOW, THEREFORE, the District has conditioned the release and disclosure of its data and information on the School Services Provider representation and warranty of compliance with all applicable provisions of FERPA, Colorado’s Student Data Transparency and Security Act, and its Open Records Act (“CORA”), C.R.S. 24-72-101 *et. seq.* and other state and federal laws pertaining to privacy and confidentiality whether referenced herein or not (collectively, referred to as “Confidentiality Laws”), which by entering into this Agreement operates as an acknowledgement that the School Service Provider has a duty and obligation to conform with these Confidentiality Laws.

SECTION I

DEFINITIONS AND INTERPRETATION

A. Words such as “hereby,” “herein,” and “hereunder” and words of similar import shall be construed to refer to the Agreement in its entirety and where otherwise consistent with the context, the singular shall include the plural and the plural shall include the singular.

B. "Aggregate Data" means data collected and reported at the group, cohort, or institutional level that is aggregated using protocols that are effective for preserving the anonymity of each individual included in the data.

C. “Authorized representative” means any entity or individual designated by a school district official to conduct – with respect to Federal- or State-supported education programs – any audit or evaluation, or any compliance or enforcement activity in connection with Federal legal requirements that relate to these programs.

D. “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.

E. “Breach” means an event in which District Data is exposed to unauthorized disclosure, access, alteration, or use through means caused by Contractor or its representative.

F. “Confidential Information” is all data, however documented, containing or based, in whole or in part, on reference materials, sketches, drawings, memoranda, disks, documentation and records belonging to either party (and any derivative works thereof or modifications thereto) is and will remain the exclusive property of that party. Neither party shall possess or assert any lien or other right against or to Confidential Information of the other party. No Confidential Information of either party, or any part thereof, may be sold, assigned, leased, or otherwise disposed of to third parties by the other party or commercially exploited by or on behalf of the other party, or its employees or agents.

G. “De-identified Information” means applying principles and methods such as perturbation, masking, blurring and anonymization of data in a manner that the risk is very small that personally identifiable information could be used, alone or in combination with other reasonably available information by an anticipated recipient to identify an individual who is a subject of the information or can be linked back to an original student record system.

H. “Disclosure” means to permit access to or the release, transfer, or other communication of personally identifiable information contained in education records by any means, including oral, written, or electronic means, to any party except the party identified as the party that provided, owns, or created the record.

I. “District Data and Information” means any record and all information, in any form, recorded in any way, including, but not limited to, hand writing, print, computer media, video or audio tape, film, microfilm, and microfiche and includes paper and electronic student education record information furnished or made available directly or indirectly to the School Services Provider by the District or otherwise obtained by School Services Provider from the District in connection with this Agreement, including all information of the District or any District affiliate to which School Services Provider has had or will have, whether it is in oral, written, graphic or machine-readable form.

J. Destroy" means to remove a Student’s Personally Identifiable Information from School Services Provider’s systems, paper files, records, databases, and any other media regardless of format consistent with the standards detailed in NIST Special Publication 800-88 Guidelines for Media Sanitization so that

a Student's Personally Identifiable Information is permanently irretrievable in School Service Provider's, and Subcontractor's normal course of business.

K. "Educational agency or institution" means any public or private agency or institution to which funds have been made available by grant, cooperative agreement, contract, sub-grant, or subcontract or are provided to, and may be paid by those students for educational purposes, and any program if it provides educational services or instruction, or both, to students, or is authorized to direct and control public elementary or secondary, or postsecondary educational institutions.

L. "Education program" means any program that is principally engaged in the provision of education, including, but not limited to, early childhood education, elementary and secondary education, postsecondary education, special education, job training, career and technical education, and adult education, and any program that is administered by an educational agency or institution.

M. "Education Records" as that term is defined in the Family Educational Rights and Privacy Act and FERPA's implementing regulations at 34 CFR Part 99.

N. "End User" means the individuals authorized by the District to access and use the services provided by the School Services Provider under this Agreement.

O. "FERPA" means the Family Educational Rights and Privacy Act of 1974, as amended, enacted as section 444 of the General Education Provisions Act.

P. "Mining" means to search through, access, or extract District Data, metadata, or information which is not necessary to accomplish the purpose(s) of this Agreement.

Q. "Parent" means a parent of a student and includes a natural parent, a guardian, or an individual acting as a parent in the absence of a parent or a guardian.

R. "PPRA" is the Protection of Pupil Rights Amendment (20 U.S.C. § 1232h; 34 CFR Part 98) as amended.

S. "School Services Provider" means NCS Pearson, Inc., through its Clinical Assessments group.

T. "Personally Identifiable Information" or "PII" includes but is not limited to (a) student's name; (b) name of the student's parent or other family members; (c) address of the student or student's family; (d) a personal identifier, such as the student's social security number, student number, or biometric record; and (e) other indirect identifiers, such as the student's date of birth, place of birth, and mother's maiden name; (f) other information that, alone or in combination, is linked or linkable to a specific student that would 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; or (g) information requested by a person who the educational agency or institution reasonably believes knows the identity of the student to whom the education record relates.

U. "Record" means any information recorded in any way, including, but not limited to, hand writing, print, computer media, video or audio tape, film, microfilm, and microfiche.

V. "School Service" means an internet website, online service, online application, or mobile application that is designed and marketed primarily for use in a preschool, elementary school, or secondary school; is used at the direction of teachers or other employees of the District; and collects, maintains, or uses Student Personally Identifiable Information. School Service does not include an internet website, online service, online application, or mobile application that is designed and marketed for use by individuals or entities generally, even if it is also marketed to a United States preschool, elementary school, or secondary school

W. "Student," except as otherwise specifically provided in this part, means any individual who is or has been in attendance at an educational agency or institution and regarding whom the agency or institution maintains education records.

X. "Subcontractor" means any third party engaged by Contractor to aid in performance of Contractor's obligations who has access to the PII.

Y. "Targeted Advertising" means selecting and sending advertisements to a student based on information obtained or inferred over time from the student's online behavior, use of applications, or PII. Targeted Advertising does not include advertising to a student at an online location based on the student's current visit to that location or in response to the student's request for information or feedback and is without the collection and retention of a student's online activities over time. Targeted Advertising also does not include adaptive learning, personalized learning, or customized education.

SECTION II

STUDENT DATA, INFORMATION & RECORDS

A. Purpose.

School Services Provider by providing certain services and functions on behalf of the District may access the District's student educational records to effectively deliver its services. School Services Provider further agrees to be under the direct control of the District with respect to the maintenance of student educational records relating to the governance, use and re-disclosure of personally identifiable information, which will be in accordance with, and contingent upon compliance with the Confidentiality Laws as defined and referenced in the Recitals of this Agreement.

A. **Requested Data. Requested Data.** In order to perform the service(s) described herein, the School Services Provider will collect and/or utilize the following information (Please fill in lines or check the boxes below): First Name, Last Name, Email Address

- | | |
|--|---|
| 1. State Assigned Student ID Number x <input type="checkbox"/> | 19. Total Credits Needed <input type="checkbox"/> |
| 2. Zip Code x <input type="checkbox"/> | 20. Most Recent CMAS and PARCC Scores / Proficiency Levels <input type="checkbox"/> |
| 3. Currently enrolled (flag) x <input type="checkbox"/> | 21. Most Recent CMAS and PARCC Growth <input type="checkbox"/> |
| 4. School enrollment location <input type="checkbox"/> x | 22. Most Recent MAPS Scores / Proficiency Levels <input type="checkbox"/> |
| 5. Current Grade Level <input type="checkbox"/> x | 23. Most Recent STAR Scores / Proficiency Levels <input type="checkbox"/> |
| 6. Ethnicity <input type="checkbox"/> x | 24. Most Recent DRA/EDL Scores / Proficiency Levels <input type="checkbox"/> |
| 7. Gender <input type="checkbox"/> x | 25. Other _____
<input type="checkbox"/> x The type of data collected by School Services Provider is dependent on the Data supplied to District. The boxes checked indicate Data commonly entered by customers for these services. |
| 8. SPED Status <input type="checkbox"/> | |
| 9. ELA Status x <input type="checkbox"/> | |
| 10. YTD Average Attendance <input type="checkbox"/> | |
| 11. YTD Absenteeism Category <input type="checkbox"/> | |
| 12. YTD Tardy Rate <input type="checkbox"/> | |
| 13. YTD In School Suspensions <input type="checkbox"/> | |
| 14. YTD Out of School Suspensions <input type="checkbox"/> | |
| 15. Current Progress Eligibility Grades <input type="checkbox"/> | |
| 16. Most Recent Semester Grades <input type="checkbox"/> | |
| 17. Total Credits Attempted <input type="checkbox"/> | |
| 18. Total Credits Earned <input type="checkbox"/> | |

1. Upon request, the School Services Provider shall provide a brief explanation why the requested information and data is needed and how it may be used.

Only the requested or District provided data may be used by Pearson to facilitate the services provided. The requested data, and data supplied by the District, is used for the purposes of providing the services by School Services Provider. The School Services Provider may also use De-identified Information as defined in Section I above for the purpose of research for product improvement and updates.

B. Subcontractors.

1. School Services Provider shall identify all Subcontractors in Attachment 3 that have received, collected, maintained, generated, used and derived from any PII or De-Identified information provided by the District that do not have an agreement with the School Services Provider to protect collected PII. Subcontractor” means any third party engaged by School Services Provider to aid in performance of School Services Provider’s obligations.

2. If the School Services Provider discovers that its Subcontractor or any subsequent subcontractor has committed a Breach, School Services Provider acknowledges that the District may terminate the contract with School Services Provider unless School Services Provider terminates the contract with Subcontractor as soon as possible after School Services Provider knows or has reason to know of Subcontractors’ or any subsequent subcontractors’ material breach.

3. Upon discovering a Breach, School Services Provider shall notify the District as soon as practicable but no later than three calendar days from discovery of the Breach, regardless of whether the misuse or unauthorized release by the Subcontractor is a result of a material breach of the terms of the Agreement.

4. If applicable, no later than thirty (30) days after the signing of this Agreement, School Services Provider will provide the District with information detailing the purpose and the scope of the contract between the School Services Provider and all Subcontractors and the types and uses of District data and information including PII that Subcontractor(s) is given by the School Services Provider.

5. School Services Provider warrants its Subcontractors, to the extent any of the District’s data and information is provided to the Subcontractor, that each Subcontractor is bound by, and subject to its confidentiality and privacy provisions the School Services Provider requires, and that its Subcontractors have in place systems to maintain, protect and secure its Customers data and information in the same manner as the School Services Provider.

C. Transparency Requirements

1. School Services Provider shall facilitate access to and correction of any factually inaccurate student PII in response to a request from the District.

2. School Services Provider acknowledges that the District will post this Agreement to the District’s website.

3. School Services Provider shall provide transparency to parents, students and the public about its collection and use of all student data and information, including PII and at a minimum post the following information on its public website or in the School Services Provider’s privacy policy for that product:

- (a) Provide contact information to the District identifying the individual within School Services Provider’s organization that can provide information on or answer questions related to the use of PII by School Services Provider.
- (b) An explanation of how the PII will be shared with Subcontractors or disclosed to any third party.
- (c) The types of PII that are collected, generated, or used by the School Services Provider. This information must include all PII that is collected regardless of whether it is initially collected or ultimately held individually or in the aggregate.
- (d) An explanation of the PII, an explanation of how the PII is used, and the learning purpose for which the PII is collected and used

4. School Services Provider shall update this information on its website as necessary to maintain accuracy.

D. Term. The effective date begins on the next business day that follows after each authorized representative of School Services Provider and the District executes this Agreement and it shall expire at the time School Services Provider no longer provides its services or service is terminated in accordance with this Agreement for each particular product; provided, however, a lapse or stoppage of services by School Services Provider as a result of the District's school year ending that timely resumes with the commencement of the District's next 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 School Services Provider, the parties mutually agree to revive the Agreement in accordance with the same or any amended terms and conditions contained therein.

E. Ownership of Data and Information. The disclosure of student data and information, including PII from education records to School Services Provider is not an assignment of ownership to School Services Provider. The District retains ownership of all such records, data and information.

F. Coordination with School Services Provider's Authorized Representative(s). During the term of this Agreement, School Services Provider will fully coordinate all of its services provided hereunder with the District through its designated authorized representative.

1. The authorized representative warrants to have the authority to bind School Services Provider to the terms and conditions of this Agreement.

2. The authorized representative shall also be responsible for requiring individuals of School Services Provider accessing data and information from District to complete annual training and testing on data privacy and security standards. School Services Provider shall maintain records of completion of such training, indicating that each person knows and understands that he or she is accountable for the proper management, use and protection of all District data and information, including PII, provided to him or her. In addition, School Services Provider will monitor and track employee access to District PII.

G. Limited Disclosure, Access and Use. School Services Provider will abide by the limitations on the disclosure of personally identifiable information derived from the educational records provided by the District in accordance with all applicable Confidentiality Laws and this Agreement.

1. School Services Provider and its Subcontractors receiving data and information, including PII from the District agree to hold it in strict confidence and use it only for the limited purpose for which the disclosure was made.

2. School Services Provider affirms that its services will be conducted in a manner that does not disclose any PII to any third party or Subcontractor who is not an authorized representative of the School Services Provider without the written consent of the District or if the circumstances require, student who is at least 18 years old, or the parent/legal guardian of the student.

3. School Services Provider agrees not to use the information for any purpose other than the purposes for which the disclosure was sought from the District and made to the School Services Provider.

4. The School Services Provider acknowledges that the approval to use any data and information, including PII, for one purpose does not confer approval to use it for another, or different purpose.

5. School Services Provider shall not sell student PII, except that this prohibition does not apply to the purchase, merger, or other type of acquisition of School Services Provider, or any assets of School Services Provider, by another entity, so long as the successor entity continues to agree in writing to be subject to this Agreement in all respects.

6. School Services Provider shall not use or share student data and information, including PII, for purposes of Targeted Advertising to District students.

7. School Services Provider shall not use student PII to create a personal profile of a student other than for supporting the purposes authorized by the District or if the circumstances require with the written consent of the student who is at least 18 years old or the parent/legal guardian of the student.

8. School Services Provider shall remove all ad-related functionality from its services without otherwise modifying their terms and conditions and ad serving will never be a condition for renewal on favorable pricing terms or for continuing to provide the same service and functionality originally offered.

H. Destruction of District Data and Information

1. Upon expiration of this Agreement, and at the written request of the District, School Services Provider shall return all data and information, including PII, to the District or, if return is not feasible, destroy it. If School Services Provider destroys the information, when it is no longer needed for purposes for which it was disclosed but under no circumstances no later than 30 days after request is received by the School Services Provider from the District the termination of this Agreement. School Services Provider shall confirm the date the information and data was returned or destroyed by delivering to the District the certificate attached hereto as **Attachment 2**.

2. The School Services Provider may however retain a student's data and information, including PII, if the School Services Provider obtains the written consent of the student who is at least 18 years old or has the written consent of the student's parent or legal guardian; or it has been confirmed that the student has transferred to another public education entity and the receiving public education entity has requested the School Services Provider to retain the student's data and information, including any PII.

I. Audit, Reviews, Examination and Inspections.

1. The School Services Provider's local and cloud environments where District's data and information is kept and maintained must be open to reasonable inspection and verification by the District. District shall not have access to data for any other customer of School Services Provider or to any trade secrets that may be contained therein.

2. School Services Provider will 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.

3. School Services Provider will 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 data and information provided by District under this Agreement.

4. Except for its obligation in regards to the destruction and return of District data and information, in all other respects the School Services Provider agrees that it will keep and preserve all records and reports related to the provisioning of services for at least three (3) years from the date of receipt under this Agreement.

J. Reporting of Unauthorized Disclosures of Data and Information.

1. School Services Provider shall notify the District as soon as practicable but no later than three calendar days from discovery of the Breach of discovery of any use or disclosure of District data and information not authorized by this Agreement or the District (a "Data Breach").

2. School Services Provider's written report shall identify (i) the nature of the Breach, (ii) what information was used or disclosed, (iii) who or what was the cause of the Breach, (iv) what School

Services Provider has done or shall do to mitigate any deleterious effect of the Breach, and (v) what corrective action School Services Provider has taken or shall take to prevent future similar unauthorized use or disclosure. School Services Provider shall provide such information, in a written report, upon request by the District within a reasonable timeframe but under no circumstances no later than three (3) business days after the receipt of the notice of the Breach.

3. If the District reasonably determines that School Services Provider has breached a material condition of this Agreement, the District may request School Services Provider to submit within ten (10) business days from the discovery of the Breach a written report which shall identify (i) the nature of the Breach, (ii) what information was used or disclosed, (iii) who or what was the cause of the Breach, (iv) what School Services Provider has done or shall do to mitigate any deleterious effect of the Breach, and (v) what corrective action or plan the School Services Provider has taken or will take to prevent future, similar unauthorized use or disclosure. School Services Provider shall also provide any additional information reasonably requested by the District.

4. Alternatively, the District may immediately terminate this Agreement with School Services Provider, if, in its sole discretion, determines it is not possible to repair or correct the discovered breach. Under the options described in paragraphs 1, 2 or 3, above, the District agrees to provide written notice to School Services Provider, provided, however, in the event of an emergency, the parties agree written notice may be given after termination.

K. Remedies.

1. The failure to comply with the requirements of this Agreement and any Confidentiality Laws will subject School Services Provider and any Subcontractor to all applicable penalties that may be permitted by state, and federal laws.

2. School Services Provider acknowledges and agrees that due to the unique nature of the data and information, there may be no adequate remedy at law for any breach of its obligations hereunder, and it would be difficult to determine the damages the District would suffer including, but not limited to, losses attributable to the unauthorized or misuse of the District's data and information that any such breach will result in irreparable harm to the District, therefore, upon any such breach or threatened breach, the District shall be entitled to seek any and all appropriate equitable relief including specific performance and any additional remedies the law may allow, including injunctive relief.

3. The School Services Provider further agrees that, if the School Services Provider violates any representation, warranty or certification made in this Agreement including that the School Services Provider take action or refrain from action to preserve the secrecy of the District's data and information necessary to protect the District from additional damages, the School Services Provider shall not require the District to post a bond to obtain an injunction.

4. School Services Provider expressly agrees that should information belonging to the District be impermissibly disclosed or if the School Services Provider causes a Breach, it will be solely responsible for and shall pay all claims, damages, liability, court awards and the actual legal defense and related legal costs, including reasonable attorney's fees, if any, that may result provided that the District cooperates and complies with the reasonable requests of School Services Provider. Notwithstanding any other provision to the contrary, the School Services Provider shall be liable to the District for all direct, consequential, and incidental damages arising from a Breach caused by School Services Provider or its Subcontractors.

5. Unless School Services Provider establishes that School Services Provider or its Subcontractors is not the cause or source of the Breach, the School Services Provider shall be responsible for the cost of notifying each person whose PII may have been compromised by the Breach.

6. The receipt or providing assistance is not a waiver of any Breach nor does receiving or the acceptance of assistance constitute a waiver of any Breach. If the Family Policy Compliance Office of

the U.S. Department of Education determines that School Services Provider improperly disclosed any PII obtained from the District, the District will not allow the School Services Provider access to the District's records for at least five years.

L. Dispute Resolution. If either District or School Services Provider believes in good faith that the other party has failed to perform, provide requested information, or has failed to satisfactorily meet any objective set forth by this Agreement or has otherwise not fulfilled commitments made under this Agreement ("Breach"), 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 termination of this Agreement.

M. Organization's Research, Assessment and Evaluative Reports. To the extent it applies, School Services Provider shall provide drafts of any publications regarding evaluation or assessment related to the services provided under this Agreement to the authorized representative of the District before submission for publication, presentation or public release. School Services Provider 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.

N. Surveys. To the extent it applies, if School Services Provider wants to conduct a survey of students, it acknowledges that all student surveys and questionnaires 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 any purpose related to the School Services Provider's services, written parental consent will be obtained by the Service Provider with the assistance of the District 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). The School Services Provider will work with the District in order that Parents will have the opportunity to inspect the survey and questionnaire before it is administered or distributed to the student regardless of the funding source.

O. Human Research. To the extent it applies, if at any time human subjects may be used, School Services Provider shall comply with Department of Health and Human Services (DHHS) 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, School Services Provider 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 School Services Provider has its own approved Institutional Review Board, then the project shall also be submitted to that board for approval and School Services Provider 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.

P. Data Security

1. **Maintenance of the Security of Electronic Information.** School Services Provider shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all electronically maintained or transmitted data and information received from, or on behalf of, the District or its students. The School Services Provider's security shall be in a form acceptable to the District, including by way of illustration and not limitation, the use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, network firewalls, intrusion detection (host and network), data security logging and monitoring systems.

2. School Services Provider will encrypt District data and information, including PII, in transit and when stored on its computing systems. School Services Provider shall also encrypt any backup, backup media, removable media, tape, or other copies.

3. At a minimum, hard copies of all District data and information shall be securely stored under lock and key at School Services Provider's location and any site where it may be accessed and stored.

4. School Services Provider shall not share District data and information on display screens, during demonstrations or presentations, or when sharing screen shots for troubleshooting or other purposes with third parties who are not subject to this Agreement.

5. Additionally, if School Services Provider 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. School Services Provider warrants all persons and individuals with access to such information and data meet the FERPA requirements of persons identified in **Attachment 1** that will be given access to such data.

6. School Services Provider will encrypt District data and information, including PII, when in transit and stored on its computer system. School Services Provider shall also encrypt any backup, backup media, removable media, tape, or other copies.

7. If necessary, upon request by the District, the School Services Provider shall provide the District or its authorized representatives access to inspect and monitor the use, maintenance and storage of its security system where the District's data and information is physical located or if physical access is impractical then by remote access, to determine its effectiveness.

8. School Services Provider certifies the District's data and information, including PII, stored in cloud-based system is protected and secured in the same manner as its local data and information. School Services Provider shall use secondary encryption to protect PII in cloud storage. Cloud environments, when employed by School Services Provider, must be fully documented by School Services Provider and open to District inspection and verification. Access to School Services Provider's cloud based computing environments is only permitted via restricted access, by VPN or least privileged access lists, and never accessible directly via the Internet.

9. The measures in this Section will be extended by contract to all Subcontractors used by School Services Provider.

Q. De-Identified Information.

1. If School Services Provider agrees to share or publically release any PII to Subcontractors or any third party, School Services Provider must de-identify or aggregate the PII prior to providing that information or releasing the data publically. For information and data that is de-identified or aggregated, the following requirements apply:

(a) It must be aggregated or de-identified shall not include direct identifiers, such as names, student IDs or social security numbers, but also any other sensitive and non-sensitive information that, alone or combined with other information that is linked or linkable to a specific individual, or would allow identification.

(b) Simple removal of direct identifiers from the data to be released shall not constitute adequate de-identification.

(c) School Services Provider shall de-identify data to remove cumulative re-identification risks.

(d) School Services Provider shall remove all PII that in conjunction with previous data releases and other reasonably available information, including publicly available directory information and de-identified data releases from education records and other sources that would allow for identification of a particular student or students.

(e) School Services Provider shall have specific steps and methods used to de-identify or aggregate information to protect the confidentiality of the individuals. School Services Provider shall, at the request of the District, provide the District with a document that lists the steps and methods the School Services Provider shall use to de-identify the information.

(f) Any aggregate or de-identified data that is not properly de-identified or aggregated and is transferred to a third party without the controls of this Agreement or publically released will be considered a Breach, misuse of PII, or unauthorized disclosure of PII.

R. Acceptable Use of PII. The School Services Provider may use PII:

1. For adaptive learning or design personalized or customized education.
2. To maintain, develop, support, improve, or troubleshoot a School Services Provider's website, online service, online application, or mobile application.
3. Provide recommendations for school, education, or employment purposes, provided School Services Provider does not receive any payment or other consideration from a third party to make or support the recommendation.
4. Respond to a student's request for information or feedback provided School Services Provider does not receive any payment or other consideration from a third party for the information or feedback.
5. Identify, for a student, institutions of higher education or scholarship providers that are seeking students who meet specific criteria, only if School Services Provider has obtained the written consent of the student or the student's parent or legal guardian. School Services Provider may use PII for this purpose regardless of whether the institutions of higher education or scholarship providers provide payment or other consideration to the School Services Provider.
6. In accordance with the terms of this Agreement, produce and distribute, free or for payment or other consideration, student class photos and yearbooks only to the District, students, parents, or individuals authorized by parents.
7. Provide for the student, only with the express written consent of the student or the student's parent or legal guardian given in response to clear and conspicuous notice, access to employment opportunities, educational scholarships or financial aid, or postsecondary education opportunities, regardless of whether the School Services Provider receives payment or other consideration from one or more third parties in exchange for the PII. This exception applies only to School Services Providers that provide nationally recognized assessments that postsecondary institutions of higher education use in making admissions decisions.

8. To comply with lawfully subpoenas, warrants, or other legal orders, demands or requests received by School Services Provider seeking District Data provided School Services Provider notifies and cooperates with the District's reasonable requests in connection with efforts by the District to intervene and quash or modify the subpoena, legal order, demand or request; and upon the District's request, provide the District with a copy of its response.

SECTION III

CONFIDENTIALITY

A. School Services Provider agrees to maintain the confidentiality of business, employment, operational and other information provided by District to School Services Provider hereunder, provided such information is marked or otherwise identified by District as confidential or proprietary or is of a nature that School Services Provider knows or should know is confidential or proprietary (also referred to herein as "Proprietary Information"), and will only use it in carrying out its rights and obligations under this Agreement.

B. Both parties agree to restrict access to the Proprietary Information of the other only to authorized representatives who (i) require access in the course of their assigned duties and responsibilities in connection with this Agreement, and (ii) have been informed of the provisions set forth in this Section.

The confidentiality obligations of the parties regarding the Proprietary Information of the other shall not apply to any material or information that (i) is or becomes a part of the public domain through no act or omission by the receiving party, (ii) is independently developed by employees of the receiving party without use or reference to the Proprietary Information of the other party, (iii) is disclosed to the receiving party by a third party that, to the receiving party's knowledge, was not bound by a confidentiality obligation to the other party, (iv) is demanded by a lawful order from any court or anybody empowered to issue such an order, or (v), is requested by operation of law.

C. This Agreement may include services that require School Services Provider to collect and analyze student, classroom, school-level, and employment related data. These services include, but are not limited to: Evaluation Services, Distance Consulting, Baseline Analysis, and Summative Analysis (collectively, "Evaluation Services"). In order for School Services Provider to provide these services the District must agree to make reasonable effort to collect and submit all requested data in a timely manner.

D. Notwithstanding anything herein to the contrary and only to the extent consistent with the Confidentiality Laws, District hereby grants to School Services Provider a non-exclusive, royalty-free, nontransferable, revocable, limited license during the Term or any Renewal Term of this Agreement to collect, access and use District Information provided School Services Provider: (1) collects, accesses and uses District Information only as necessary and solely for meeting School Services Provider's performance obligations under this Agreement; (2) collects, accesses and uses District Information in a manner that does not permit personal identification of "parents" or "students" or "employees" by individuals other than School Services Provider's employees and contractors who have necessary and legitimate interests in the District Information for meeting School Services Provider's performance obligations under this Agreement; (3) keeps records of any School Services Provider disclosures of District Information, including the names of the parties to which School Services Provider may have disclosed District Information and the legitimate interests under this Agreement or the Confidentiality Laws which such parties requested or obtained the District Information from School Services Provider; (4) at the written request of the District, destroys the District Information when it is no longer needed by School Services Provider for meeting its performance obligations under this Agreement; and (5) otherwise complies with the Confidentiality Laws.

SECTION IV

GENERAL TERMS AND CONDITIONS

A. **Modification.** This Agreement shall only be modified in writing signed by duly authorized representatives of both School Services Provider and the District. All requests for modifications should be directed to the authorized representative of the District and School Services Provider.

B. **Notice.** 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, an authorized representative at School Services Provider's address provided in this Agreement, which is as follows:

Denver Public Schools

Attn: Bryan Westerman
1860 Lincoln Street
Denver, Colorado 80203
Tel: 720-423-2211
Email: bryan_westerman@dpsk12.org

NCS Pearson, Inc.

Attn: Carl Covert
19500 Bulverde Rd., Suite 201
San Antonio, TX 78259
Tel: 210-339-5195
Email: carl.covert@pearson.com

Each party agrees to waive service of process in any action brought related to this Agreement and any required service will be deemed served three (3) days after being sent to the other party to the address provided above.

C. **Termination.** A party may terminate this Agreement upon sending a thirty (30) day written notification with brief description of the reason for the termination to the other party. Termination shall be effective upon the date it is received. Notwithstanding the foregoing, the District reserves the right to terminate this Agreement at any time and for any reason at its sole and absolute discretion without penalty and School Services Provider waives its right to any relief or seek any recovery against the District. District agrees to pay School Services Provider for any satisfactory products or services provided prior to termination. If such products or services are purchased via subscription, School Services Provider will charge District on a pro-rata basis.

D. **Compliance with Federal and State Confidentiality Laws and DPS Policies.** School Services Provider and the District agree and understand this Agreement must be in compliance with, which for the purposes of illustration, includes but is not limited to: Colorado's Open Records Act ("Act"), C.R.S. 24-72-101 *et. seq.* and all applicable federal privacy and confidentiality laws, the Health Insurance Portability and Accountability Act of 1996 (HIPAA) Privacy and Security Rules ("HIPAA"); the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99) (as amended and in effect from time to time, and including any successor statute and its implementing regulations and rules; Protection of Pupil Rights Amendment ("PPRA") (20 U.S.C. § 1232h; 34 CFR Part 98) and applicable District Board of Education policies, which hereafter by this reference are incorporated into and enforceable under this Agreement.

E. **Americans with Disabilities Act.** To the extent the District is required to provide accommodations in compliance with the Americans with Disability Act ("ADA"), School Services Provider 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, School Services Provider 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.

F. Liability.

1. **If School Services Provider 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 School Services Provider 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 School Services Provider, or as the assumption by School Services Provider 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.

2. **If School Services Provider is a not “public entity”** then the terms and conditions contained in this paragraph G below, shall apply:

G. Indemnity. School Services Provider will indemnify, defend and hold harmless District and District’s affiliates, officers, directors, and employees from and against any third-party claims, demands, causes of action, judgments, damages, liabilities, costs and expenses (including reasonable attorney’s fees) arising from or relating to School Services Provider’s or any of School Services Provider’s employees, agents, Subcontractors, or representatives unauthorized use, misuse, or illegal use of District Information or any breach of this Agreement by School Services Provider. The District and any indemnified party shall cooperate and comply with the reasonable requests of School Services Provider in connection with the defense of any such claim.

H. Background Checks.

1. School Services Provider employees having direct access to students on school premises, shall be required to have a criminal background check consistent with School Services Provider’s current practices. The results of the background check shall endeavor to comply with the standard provisions of 24-72-305.3, C.R.S. and other applicable requirements of the District, and upon request, be available in aggregate form to the District to the extent legally permitted. The criminal background check shall, at a minimum, meet the requirements of 22-32-109.7, C.R.S.

2. Notwithstanding that every person having direct student contact complies with the criminal background check requirements as set forth above in this paragraph, School Services Provider hereby acknowledges and certifies that, to the best of its knowledge, no employee, subcontractor or agent of School Services Provider rendering services under this Agreement has been convicted in Colorado or in any other State of a criminal offense involving the following which shall apply by way of illustration but not limitation: The abuse, abduction, sexual molestation, physical or sexual assault on, or rape of a minor, or any crime involving exploitation of minors, including but not limited to child pornography offenses; or any crime of violence. “Convicted” includes the forfeiture of any bail, bond, or other security deposited to secure appearance by a person charged with a felony, misdemeanor, municipal ordinance, the payment of a fine, a plea of *nolo contendere*, and the imposition of a deferred or suspended sentence imposition of suspended or deferred sentences or judgments, entry of “*nolo contendere*” pleas and a listed or unlisted registered sex offender.

3. School Services Provider further acknowledges and certifies that it understands that knowingly allowing any employee, subcontractor or agent providing services, entering onto the District’s property or accessing District Confidential Information that if such person has been convicted of an offense considered a crime as defined in section (a) above constitutes a material breach that may result in the immediate termination of this Agreement and/or referral for additional criminal or civil sanctions pursuant to Colorado law. School Services Provider shall, upon the District’s request, provide documentation of every person, including any subcontractor or agent of School Services Provider, providing services to substantiate the basis for this certification.

4. The costs associated with conducting the above-required criminal background screenings are solely the responsibility of School Services Provider.

I. Warranties.

1. School Services Provider warrants that the service(s) it will provide to the District will, as applicable, be compliant with and will endeavor to enable the District to be compliant with relevant and applicable requirements of all laws, regulation, and guidance applicable to the District and/or School Services Provider, including but not limited to: the Children's Online Privacy Protection Act (COPPA); FERPA, Health Insurance Portability and Accountability Act (HIPAA) and Health Information Technology for Economic and Clinical Health Act (HITECH), Gramm-Leach-Bliley Financial Modernization Act (GLB), Payment Card Industry Data Security Standards (PCI-DSS), PPRa; Americans with Disabilities Act (ADA), and Federal Export Administration Regulations.

2. School Services Provider warrants to the District that the District will own all rights, title and interest in any and all District data resulting from the performance of this Agreement and will have full ownership and beneficial use thereof, free and clear of claims of any nature by any third party including, without limitation, copyright or patent infringement claims. The District will not have any rights to any platforms or content provided by School Services Provider, such ownership will remain with the School Services Provider. However, School Services Provider agrees to assign and hereby assigns all rights, title, and interest in any and all [district-created] data created in the performance of this Agreement to the District, and will execute any future assignments or other documents needed for the District to document, register, or otherwise perfect such rights.

3. School Services Provider warrants that the services provided and delivered do not contain any virus or software code, programs, routines or devices, algorithms designed to mine, disable, damage, impair, erase, deactivate, track or electronically repossess District information and data, including metadata.

J. Privacy. School Services Provider is familiar with and agrees to be responsible for its compliance with the Children's Online Privacy Protection Act of 1998 and the Federal Trade Commission's implementing regulations at 16 CFR Part 312 ("COPPA"), as amended, the Confidentiality Laws, concerning the collection, use and disclosure of personnel files, which means and includes home addresses, telephone numbers, financial information, and other information maintained because of the employer-employee relationship, and other documents specifically exempt from disclosure under any provision of these laws and all information concerning the District's, students' names, performance information, test results, test results analyses and all other student or school identifying information and personal data and all rights thereto, including video images and pictures. In the event of a conflict between this Agreement and the Confidentiality Laws, the Confidentiality Laws shall control the use and integrity over the dissemination of all the District data and information.

K. Governing Law. This Agreement and all matters arising out of or relating to this Agreement shall be governed by the laws of the State of Colorado, excluding its conflict of law provisions.

L. No End User Agreements. This Agreement is the entire agreement between the District (including District employees and other End Users) and the School Services Provider regarding protection of student data. In the event that the School Services Provider enters into terms of use agreements or other agreements or understandings, whether electronic, click-through, or in writing, with District employees or other End Users, such agreements shall be controlling as to those products, and the terms of this Agreement which do not conflict with product licenses and terms of use shall apply.

M. Solicitation of Product and Services by School Services Provider. Consistent with the District's Board of Education Policy DJGA, *Sales Calls and Demonstrations*, School Services Provider's sales representatives are not permitted to solicit, offer or make available its products and services directly to schools or other departments for any purpose without the written authorization of the Director of

Strategic Sourcing or his/her designee. If special or technical details concerning School Services Provider's products or services are required, all such activity shall be coordinated through the Strategic Sourcing Department.

N. Survival of Certain Provisions. The terms and conditions of this Agreement and any exhibits and attachments that by reasonable implication contemplate continued performance, rights, or compliance beyond expiration or termination of the Agreement survive the Agreement and will continue to be enforceable.

O. No Financial Obligation Created. This Agreement is a non-financial understanding between the District and School Services Provider. No financial obligation by or on behalf of either of the parties is implied by a party's signature at the end of this Agreement. The terms of any financial liability that arises from the exchange, sharing and disclosure of information and data in support of the performance of the contemplated services must be negotiated separately and to the mutual satisfaction of the parties. The legal authority for data sharing for specified purposes that is conveyed by this Agreement cannot be used to support a subsequent claim of an implied agreement creating a financial obligation.

P. No Agency Created. School Services Provider agrees and understands that no authority exists through this Agreement permitting School Services Provider 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.

Q. No Construction against Drafting Party. The parties and their respective counsel have had the opportunity to review the Agreement, and the Agreement will not be construed against any party merely because the Agreement or any provisions thereof were prepared by a particular party.

R. Authorized Representative. School Services Provider certifies that the individual signing below on its behalf is fully authorized to do so, is fully authorized to bind and commit School Services Provider to the obligations set forth herein, and that no other consents or authorizations are needed to bind School Services Provider to the terms of this Agreement.

S. Order of Precedence. In the event of an irreconcilable conflict or contradiction between any provision of this Agreement and any other document related hereto, including School Services Provider's privacy policy, terms of use, end user license agreements, whether it was or was not disclosed and provided to the District, such that it is impossible to give effect to the provision in doubt, the order of precedence to determine which document shall control to resolve such conflict, is as follows, in descending order: (i) The license agreement for the particular product (ii) This Data Exchange And Disclosure Agreement Between The District And School Services Provider (iii) the Confidentiality Laws cited herein (iv) any Agreement between District and School Services Provider's with an effective date within the term of this Agreement. Thereafter in the event of conflict or uncertainty interpreting controlling law regarding the collection, access, use, or disclosure of the District's data and information, the School Services Provider will resolve the uncertainty or conflict in favor of prohibiting the collection, access, use, sharing or disclosure of the District's data and information.

T. Contract Documents. This Agreement consists of all referenced documents, its attachments, which are incorporated herein and made a part hereof by reference that are found after the signature page.

School Services Provider hereby signifies its acceptance of the terms and conditions of this Agreement.

Signed:

Bryan Westerman
Bryan Westerman (Apr 24, 2017)

[District Signatory]

Student Data Privacy Officer

[Title of District Signatory]

Apr 24, 2017

Date

Signed:

Aurelio Prifitera
Aurelio Prifitera (Apr 19, 2017)

[School Services Provider Signatory]

Managing Director

[Title of Signatory]

Apr 19, 2017

Date



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Attachment 1

Designated Personnel Authorized Supervise Those With Access Student Data and Information

Personnel Name	Title	Purpose for Accessing Data
Julie Godfrey	Product Manager - aimsweb	Performance of the terms of the Agreement
Julie Godfrey	Product Manager - aimswebPlus	Performance of the terms of the Agreement
Kerri O'Meara	Product Manager – NNAT2; NNAT3; GMADE; GRADE; DRA2 and DRA2+	Performance of the terms of the Agreement
SueAnn Towle	Product Manager - TELL	Performance of the terms of the Agreement
Ryan Fast	VP of Sales and Product Manager Review360	Performance of the terms of the Agreement
Ryan Downey	Director of Product Management	Performance of the terms of the Agreement
Scott Hanlin	Director of Platform Management	Performance of the terms of the agreement and management of platform performance



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Attachment 2

Certification of Destruction\Return of District Information

I\We, _____, as the authorized representative(s) of the Organization NCS Pearson, Inc. do hereby acknowledge and certify under penalty of perjury that [check one]:

_____ (a) the private and confidential student information provided by the District as part of the Data Sharing and Confidentiality Agreement in accordance with federal and state law was destroyed

_____ (b) the private and confidential student information provided by the District as part of the Data Sharing and Confidentiality Agreement in accordance with federal and state law has been returned.

Print Name: _____ Date: _____

Title: _____

Organization/Agency: _____

Signature: _____

Attachment 3

Subcontractors List

Attachment 4

Criminal Background Check Certification

PLEASE READ CAREFULLY: It is required that every person, including any subcontractor or agent of School Service Provider, 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 their 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 SCHOOL SERVICE PROVIDER 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.

As School Service Provider representative, I, _____, 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.

If you need assistance in obtaining a background check, you may use the Denver Public Schools provider. You can e-mail Accurate Background directly at DPS@accuratebackground.com with your full name and email address. They will reply and send an invitation to you directly to administer the background check.

Signature

Date

Notary of Acknowledgement

*Subscribed and sworn to me in the county of _____, State of Colorado, this _____ day of _____, 20____, by _____

Witness My Hand And Official Seal

My Commission

Expires: _____

By: _____

Notary Public

