



**POUDRE SCHOOL DISTRICT R-1
REQUEST FOR QUALIFICATIONS
HIGH DOSAGE TUTORING SERVICES
RFQu #22-630-006**

RFQu SCHEDULE

RFQu Issued	May 2, 2022
Questions Due	2nd Tuesday of each month @ 2:00 PM MT
Answers Posted	As addendum after each due date
RFQu Due Date 1	May 24, 2022 @ 2:00 PM MT
RFQu Due Date 2	October 25, 2022 @ 2:00 PM MT
RFQu Due Date 3	March 28, 2023 @ 2:00 PM MT

TABLE OF CONTENTS

PURPOSE

- 1.0 PROJECT DESCRIPTION**
- 2.0 DEFINITIONS**
- 3.0 MINIMUM QUALIFICATION REQUIREMENTS**
- 4.0 SUBMITTAL REQUIREMENTS**
- 5.0 RFQu CONDITIONS AND PROCEDURES**

EXHIBIT A – SCOPE OF WORK

EXHIBIT B – CONTRACT

EXHIBIT C – FEE SCHEDULE

EXHIBIT D – EXAMPLE DATA COLLECTION AND THIRD-PARTY INFORMATION

EXHIBIT E – SAMPLE EVALUATION FORM

**REQUEST FOR QUALIFICATIONS
HIGH DOSAGE TUTORING SERVICES
RFQu 22-630-006**

Poudre School District (the “District”) is requesting qualified and professional Service Providers to submit qualifications and information as described in this Request for Qualifications (“RFQu”) to be considered for participation in the High Dosage Tutoring Program as described in this solicitation and in the attached exhibits.

The District shall provide copies of this solicitation to Service Providers through the electronic solicitation platform www.bidnetdirect.com (“BidNet”). This solicitation will be left open, so questions and responses shall be emailed to strategicsourcing@psdschools.org and will NOT be accepted through BidNet. Questions regarding this RFQu must be in writing and shall only be directed to the District via email to strategicsourcing@psdschools.org. Questions are due by the second Tuesday of each month at 2:00 PM MT and will be answered by addendum posted to BidNet as available after each due date. Questions received after the date/time may be answered in the next month’s addendum. Questions not submitted as directed may not be addressed.

The District will only accept and consider electronically submitted responses from Service Providers, which must be submitted and received via email to strategicsourcing@psdschools.org. The deadlines for submission are as follows:

Responses for Fall of 2022 are due by May 24, 2022 @ 2:00 PM MT

Responses for Spring of 2023 are due by October 25, 2022 @ 2:00 PM MT

Responses for Fall of 2023 are due by March 28, 2023 @ 2:00 PM MT

It is the sole responsibility of the Service Provider to see that the proposals are submitted via email as directed.

Sales Prohibited/Conflict of Interest: No officer, employee, or member of the School Board, shall have a financial interest in the sale to the school district of any real or personal property, equipment, material, supplies or services where such officer or employee exercises directly or indirectly any decision-making authority concerning such sale or any supervisory authority over the services to be rendered. This rule also applies to subcontracts with the School District. Soliciting or accepting any gift, gratuity favor, entertainment, kickback or any items of monetary value from any person who has or is seeking to do business with the District is prohibited.

Collusive or sham proposals: Any proposal deemed to be collusive, or a sham proposal will be rejected and reported to authorities as such. Your authorized signature on this proposal assures that such proposal is genuine and is not a collusive or sham proposal.

The District reserves the right to reject any and all proposals and to waive any irregularities or informalities.

Sincerely,

Jon Babcock

Senior Procurement Agent - jbabcock@psdschools.org

1.0 **PROJECT DESCRIPTION**

High dosage tutoring (“Tutoring”) is a research-based effective strategy for increasing Student outcomes, consisting of intensive tutoring by a highly trained Tutor, that occurs in small groups of four or fewer Students on a sustained, daily basis, during the school day, to help all Students accelerate their learning in an individualized manner. High dosage tutoring focuses on scaffolding academic content so Students can access new learning while also building upon their knowledge and skills base.

2.0 **DEFINITIONS**

2.1 **ROLE DEFINITIONS**

“School”: an elementary, middle, or high school operating under the District.

“District Tutor Director”: District leader for Tutoring program charged with District-wide decisions fully within the scope of the Tutoring program. The primary point of contact for the partner organization for any district-wide decisions, questions, or concerns for the Tutoring program.

“District Tutor Coordinator”: that person or designee employed by the District as responsible for the implementation and maintenance of the Tutoring program under the direction of the District Tutor Director.

“Building Principal”: that person or designee employed by the District who is responsible for supervision and day to day operations at each District School.

“Student”: a person enrolled in an academic program at the District.

“Tutor”: a person trained in academic content and instructional delivery that will provide guidance or support to a Student for a specific subject, through one on one or small group sessions.

“Site Facilitator”: a dedicated individual representative at each District School providing a single contact for support and communication.

“Service Provider”: an entity providing Tutoring. An individual person is not considered a Service Provider

2.2 **DELIVERY TYPES**

“Curriculum”: the instructional materials (text, resources, online content) used to support the learning of Students.

“In Person”: Tutoring in a physical location defined by the District.

“Online”: Tutoring through video conferencing defined by the District.

“Synchronous”: the Tutor and Student meet online at the same scheduled time.

“Virtual”: a platform, service or organization who provides Tutoring through online platforms in a virtual learning environment, which may be videoconferencing, voice calls, interactive learning experiences or chat support, or a combination of all methods

“On Demand”: an internet website, online service, online application or mobile application which is available as needed in an instant or with minimal access time.

3.0 MINIMUM QUALIFICATION REQUIREMENTS

As set forth in more detail below, the District will only consider responses for this Project from Service Providers that:

- 3.1 For Needs A, B, and C, Tutors providing service have earned:
 - 3.1.1 A teaching credential in literacy, language arts, or mathematics; or
 - 3.1.2 Bachelor’s Degree in language arts or mathematics; or
 - 3.1.3 Service Provider certification as a trained Tutor.
- 3.2 Any content provided by Service Provider must be aligned to the Colorado Academic Standards.
 - 3.2.1 Colorado Academic Standards can be found at this website:
<https://www.cde.state.co.us/standardsandinstruction>

4.0 SUBMITTAL REQUIREMENTS

As set forth in more detail below, the District is requiring the following information from all Service Providers as part of their response as it relates to the content of this RFQu and the included Exhibit A, Exhibit B, and Exhibit C:

- 4.1 Minimum Qualifications
 - 4.1.1 Describe the process used to assure the Service Provider’s Tutors meet the District’s minimum qualifications as listed in Section 3.0.
 - 4.1.2 Provide a crosswalk to assure the Service Provider’s content is aligned to the Colorado Academic Standards as listed in Section 3.2.
- 4.2 Tutoring Program and Sessions
 - 4.2.1 Identify which District Need(s) as described in Exhibit A for which your Tutoring program can meet.

- 4.2.2 Describe your Tutoring program and provide documented evidence of the effectiveness of your program in terms of Student achievement.
- 4.2.3 Provide evidence of minimum experience working with districts through Tutoring programs, including but not limited to length of time worked, size of district, capacity of work provided, details on outcomes.
- 4.2.4 If providing Tutoring Online, Virtually, or On Demand, please describe your experience in these delivery types. Provide documented evidence of experience with technology and online instructional technology.
- 4.2.5 Provide the number of staff you intend to allocate and the number of Students you can service. Describe how you ensure Tutors will remain with identified Student(s) for the entirety of assigned time.
- 4.2.6 Provide what grade range(s) your Tutoring program can serve.
- 4.3 Tutoring Content
 - 4.3.1 Describe in detail your training process for Tutors or verification of qualifications.
 - 4.3.2 Provide evidence of experience in supporting Students academically in mathematics, literacy or language arts
 - 4.3.3 Provide evidence of experience in creating positive learning environments for Students
 - 4.3.4 If electing to use Service Provider's Curriculum, you must submit a sample of the Curriculum.
 - 4.3.5 If providing early literacy Curriculum, provide evidence of Curriculum which includes explicit phonics instruction consistent with foundational skills of reading.
 - 4.3.6 Provide evidence of ability to provide necessary individualized accessibility and support requirements for Student populations with unique learning needs, including but not limited to English language learners or Students with disabilities.
 - 4.3.7 Provide samples of your reporting of outcomes, including but not limited to academic growth, attendance, engagement, and session completion rate.
 - 4.3.8 Describe the formative data that is collected and used to inform short-term Student instructional goals.
- 4.4 Tutoring Communication

4.4.1 Describe the process to ensure Tutors are collaborating with Site Facilitator or classroom teachers to align instructional outcomes, between Tutoring sessions and core classroom instruction.

4.5 Technical Programs

If you intend to provide services through your online platform or another platform, provide the following:

4.5.1 How your platform meets the technical requirements in Exhibit A.

4.5.2 Provide a formal description of each system(s) and associated lessons including how rostering is managed in system(s).

4.5.3 Provide a summary of security safeguards and established protocols to protect unauthorized access including but not limited to CIS compliance and secure from internal hacking and attacks.

4.5.4 Provide a description of how data is maintained, stored, backed up and destroyed.

4.5.5 Provide the following information as outlined in Exhibit A, in depth and format similar to Exhibit D.

4.5.5.1 All data elements which are collected, maintained, generated, or inferred through use of service, including metadata and their purpose.

4.5.5.2 All third parties, including those receiving information in encrypted format, and their purpose.

4.6 Proposed Fee Schedule

4.6.1 Submittals must include a complete Proposed Fee Schedule as provided in Exhibit C.

4.6.2 Provide rates inclusive of all fees and charges related to this project for each level of service to be considered or the Service Provider's Alternate Fees.

4.6.3 Service Provider shall include in their response a description of any Alternate Fees listed.

4.6.4 Service Provider shall provide answers to the questions in Exhibit C.

4.7 Service Provider shall submit a Certificate of Insurance with their response that meets the appropriate insurance requirements listed in Exhibit B for which services the Services Provider is wanting to provide.

4.8 Service Provider shall submit a signed copy of the contract (Exhibit B) with their response.

4.8.1 If Service Provider is determined to be qualified and Services are approved, the District will execute by counter signature the submitted signed agreement.

5.0 RFQu CONDITIONS AND PROCEDURES

The procedures associated with this RFQu are as follows:

5.1 This RFQu does not commit the District to select or contract with any Service Provider that provides a response, or to pay any costs incurred by Service Providers in responding to the RFQu or negotiating a contract. The District reserves the right to reject any and all responses to this RFQu at any point in the process, to waive any irregularities and/or informalities with respect to the RFQu procedures and deadlines, and to select the Service Provider whose response it deems in its sole discretion to be in the best interest of the District. The award of this RFQu to a selected Service Provider is contingent upon the execution of a mutually acceptable agreement. If a mutually acceptable agreement is not executed, the District reserves the right, at its sole discretion, to negotiate with a subsequent Service Provider(s) who submitted a responsive and responsible response to this RFQu per the specified terms herein.

5.2 Information and materials submitted in response to this RFQu may be considered public records subject to disclosure under the Colorado Open Records Act (“CORA”), C.R.S. §§ 24-72-200.1 to -205.5. Information and materials that Service Provider believes are confidential and not subject to disclosure under CORA must be submitted separately with a citation to the section of CORA and any other relevant law under which Service Provider believes they are confidential. The District, not the Service Provider, shall determine whether information and materials so identified will be withheld as confidential, but will inform Service Provider in advance of disclosure to give it an opportunity to take legal action to protect its interests vis-à-vis the party making the CORA request.

5.3 Service Provider’s response to this solicitation shall first be evaluated on ability to meet the minimum qualifications set forth in this RFQu.

5.4 If Service Provider’s response meets the minimum qualifications, the remainder of the Service Provider’s response will be evaluated on the criteria set forth in the Evaluation Form (Exhibit E).

5.5 The selected Service Provider’s services, in addition to the terms above, are subject to and conditioned on: (a) Service Provider submitting the signed agreement and acknowledgement of Terms and Conditions with their submission; (b) a counter-signed agreement by the District identifying the approved Services;

and (b) the execution of the written contract by authorized representatives of the District and Service Provider.

- 5.5.1 Awarded Service Providers who receive an executed agreement, shall provide services through June 30, 2023, and may be extended for up to four (4) additional one (1) year terms, and is subject to the parties' negotiation of a mutually agreed upon amendment to the agreement for the additional one (1) year term.
- 5.5.2 This solicitation, or submitted contract from Service Provider, does not commit the District to award a contract or to pay any costs incurred in the preparation of a proposal or to procure a contract for the services. The District reserves the right to accept or reject any or all proposals received as a result of this request or to cancel in part or in its entirety this solicitation if it is deemed to be in the best interest of the District. The District reserves the right to accept any portion of the response, or the entire response as deemed in the best interest of the District.
- 5.5.3 Multiple Service Providers may be awarded for this project.
- 5.6 During the evaluation process, the District reserves the right, where it may serve the District's best interest, to request additional information, or clarifications from the Service Providers, or to allow corrections of errors or omissions. Amendments or clarifications to submitted response not requested by the District will not be accepted, nor considered following the opening of the response.
- 5.7 Responses to this solicitation will be independently evaluated by an evaluation committee to be established for such purpose. See Exhibit E.
- 5.8 Responses submitted will be evaluated using pre-determined rating criteria. Those responses that are clearly non-responsive to the stated requirements may be eliminated prior to the evaluation. Prior to response submission, Service Providers are encouraged to review the requirements stated in this solicitation document and BidNet for any related addenda to ensure requirements are incorporated in their responses.
- 5.9 Service Provider(s) must indicate any variances to the specifications and terms and conditions, no matter how slight. If variations are not stated in the Service Provider(s) response, it shall be construed that the response fully complies with the specifications and terms and conditions. Notwithstanding the above, it is hereby agreed and understood that the District reserves the right to reject these variations if they individually or as a whole, do not meet the standards established in the specifications.

-- End --

Exhibit A

SCOPE OF WORK

High dosage tutoring is a research-based effective strategy for increasing Student outcomes, consisting of intensive tutoring by a highly trained Tutor, that occurs in small groups of four or fewer Students on a sustained, daily basis, during the school day, to help all Students accelerate their learning in an individualized manner. High dosage tutoring focuses on scaffolding academic content so Students can access new learning while also building upon their knowledge and skills base.

1.0 Poudre School District Approach

Poudre School District will implement five models for Tutoring. Individual Schools will be able to select and implement one or more of the models.

Model 1: In Person During the School Day

This is the research-based, highest impact model. The In Person, during the school day Tutoring sessions will be facilitated by a trained Tutor from a PSD approved external Service Provider or PSD hired qualified educator. The Tutoring sessions will be embedded in the school day serving 4 or fewer Students for 45-60 minutes and occur three or more times a week. The content will focus on Literacy and Math and must align with the Colorado Academic Standards. Tutors will maintain ongoing collaboration with the School Site Facilitator and classroom teachers.

Model 2: In Person Before or After the School Day

The In Person, before or after the school day Tutoring sessions will be facilitated by a trained Tutor from a PSD approved external Service Provider or PSD hired qualified educator. The Tutoring sessions will serve 4 or fewer Students for 45-60 minutes and occur three or more times a week. The content will focus on Literacy and Math and must align with the Colorado Academic Standards. Tutors will maintain ongoing collaboration with the School Site Facilitator and classroom teachers.

Model 3: Virtual Synchronous Scheduled Sessions

In this model, Students will engage in Virtual Synchronous Tutoring sessions through a PSD approved external Service Provider's online platform on a schedule set by the School. The schedule may be before, during, or after the school day for 45-60 minutes and will occur three or more times a week. The PSD approved external Service Provider must provide a trained Tutor and content must align with the Colorado Academic Standards. Tutors must maintain ongoing virtual collaboration with the School Site Facilitator and classroom teachers.

Model 4: On Demand Virtual Synchronous

In this model, Students will engage in Virtual Synchronous Tutoring at School or off campus through a PSD approved external Service Provider's On Demand online platform. The On Demand Tutoring must be on a flexible schedule, anytime to provide support Needs identified by the School staff or Student. The flexible schedule for 45-60 minutes will occur three or more times a week. The PSD approved external Service

Provider must provide a trained Tutor and content must align with the Colorado Academic Standards. Tutors must maintain ongoing virtual collaboration with the School Site Facilitator and classroom teachers.

Model 5: High School Credit Requirement Completion Focus

The In Person or Virtual, before or after the school day Tutoring sessions will be facilitated by a trained Tutor from a PSD approved external Service Provider or PSD hired qualified educator. The Tutoring sessions will serve 4 or fewer Students for 45-60 minutes and occur three or more times a week possibly extending through the summer. The content will focus on graduation credit requirement completion and must align with the Colorado Academic Standards. Tutors will maintain ongoing collaboration with the School Site Facilitator and School counselor on Student graduation goals.

2.0 Poudre School District Needs

Service Providers may submit to be considered for one (1) or more of the following Needs of service. Responses should include justification and qualification for each Need submitted.

Need A: Service Providers that can provide trained Tutors that could facilitate Tutoring sessions In Person based on the schedule set by the School.

Need B: Service Providers that have an online Tutoring platform with both content aligned to the Colorado Academic Standards and Online Tutors available to work with Students on the schedule set by the School.

Need C: Service Providers that have an On Demand online Tutoring platform with both content aligned to the Colorado Academic Standards and Online Tutors available to work with Students at any time.

3.0 Program Requirements

Services to be Provided by All Tutors

- Tutoring Program and Sessions
 - Tutoring services align with research evidence for effective high dosage tutoring.
 - Tutoring services are provided in small groups, with a ratio of no more than 1 Tutor to 4 Students
 - Lessons shall be provided in 45-to-60-minute blocks of time, with no less than 30 minutes focused on a single lesson.
 - Tutors shall provide services for each assigned Student for the full semester, or other length of time identified by the District.
 - Tutors assigned to a Student shall remain with that Student for the entire length of assigned time, or as otherwise approved by the District.
 - The District or School, at its sole discretion, reserves the right to reassign a Student to a different Tutor in the best interest of that Student.

- Ability to provide Tutoring in one or more grade bands of K-5, 6-8, or 9-12
- Tutoring Session Content
 - Provide Tutoring for grade level standards in literacy, language arts or mathematics.
 - Service Provider provides trained Tutors and must be skilled and trained in building positive relationships with Students.
 - Tutoring content is aligned to the Colorado Academic Standards
 - If providing early literacy Curriculum, defined as grades K-2, must provide a sample of Service Provider’s literacy Curriculum which includes explicit phonics instruction consistent with foundational skills of reading, as identified below:
 - Phonemic Awareness - Awareness of all levels of the sound system used for speech including words, syllables, rimes, and phonemes.
 - Phonics - Connections between individual speech sounds (phonemes) and letters or letter combinations (graphemes).
 - Fluency - A characteristic of skilled reading and the ability to read accurately, quickly, and expressively.
 - Vocabulary - A component of language necessary to communicate with others.
 - Comprehension - The active process of constructing meaning from text; it involves assessing previous knowledge, understanding vocabulary and concepts, making inferences and linking key ideas.
 - Ability to provide necessary individualized accessibility and support requirements for Student populations with unique learning needs, including but not limited to English language learners or Students with disabilities.
 - Maintain data on Student attendance, engagement, and Tutoring session completion rates, and provide progress monitoring to Site Facilitator.
- Tutor Communication
 - Tutors shall collaborate weekly through in person, online meetings, or email with Site Facilitators or classroom teachers to coordinate Tutoring services provided to each Student.
 - Tutors shall not communicate with parents or guardians unless approved by the District or School.

4.0 Technical Requirements

- Compliant with the Center for Internet Security’s CIS Critical Security Controls.
- Compliance with the National Institute of Standards and Technology (“NIST”) SP 800-88 Guidelines for Media Sanitization.
- Warrant that all electronic confidential Student records and information will be encrypted in transmission and at rest in accordance with NIST Special Publication 800-57.
- Provide and maintain all necessary technology to provide Services, including but not limited to, a device with functional microphone and camera.
- Ensure all Tutors have basic troubleshooting skills to assist Students.

- Ensure all devices and systems have secure passwords unique to each employee account.
- Never permit any creation of generic accounts or a bypass to systems.
- Have the ability to provide any extracted associated Student data through a secure method of data transfer or use a District defined method such as a secure file transfer protocol.
- All correspondence sharing any Student data between Service Provider with the District staff and Students shall be secure and using a method of encryption.
- Internet Connectivity shall be over secure password protected networks only.
- Shall not have any direct access to District systems, unless authorized by the District's Information Technology Director.
 - Understands if an exception is granted for a Tutor to have access to a District system, some initial assistance or training will be provided, but ongoing technical support will not be provided.
- Shall not direct Students to use any unauthorized device, program or system to provide services, communication or any other interaction.
- Approval of any alternative device use, hardware, installation of software, browser third-party add-ons or extensions on Student devices must be approved by District Information Technology Director in coordination with District Tutor Director.

5.0 Data and Third-Party Requirements

- If the Service Provider selected by the District offers a component which collects, maintains, or uses student personally identifiable information, as defined in Colorado State Statute §§22-16-103(13), through the use of an internet website, online service, online application or mobile application, they will be required to sign District Agreement which includes language to meet compliance with Colorado State Statute §§22-16-101 et seq. The law defines Student Identifiable Data as all items which are collected, maintained, generated, or inferred through use of the service, this includes metadata.
- The Service Provider is responsible for compliance and understanding of all terms related to Data Transparency and Security as outlined in Poudre School District's Terms and Conditions. Modifications or changes to these terms will not be accepted and are hereby considered rejected.
- The Service Provider will be required to provide at a minimum the following with their submission:
 - All data elements and the purpose for collecting the data which are generated, collected, maintained, or inferred, that the Service Provider collects regardless of whether it is initially collected or ultimately held individually or in the aggregate, in a format understandable to the layperson. An example is attached as Exhibit D.
 - All third-party Service Providers and their purpose, to which the Service Provider shares student personally identifiable information, including those who

provide storage or receive data in an encrypted format. An example is attached as Exhibit D.

- Submission of data and third-party items are subject to approval by the District for meeting compliance with C.R.S. 22-16-101 *et seq.*, and approved documents will become an exhibit to the executed agreement.

6.0 Outcome-Based Contract Bonus Criteria Grades K-8

The District will evaluate the academic growth of K-8 Students participating in Tutoring and award a bonus payment to Service Providers that meet parameters specified below. The NWEA MAP assessment will be used to evaluate reading and math growth in grades 2-8. The Acadience assessment will be used to evaluate growth of kindergarten and first grade basic early literacy skills. The difference in a Student's standardized assessment score at the outset of a learning cycle and the end of a learning cycle indicates how much each Student grew compared to national academic peers over the same period. Positive gain scores reflect gaining ground on academic peers nationwide/statewide.

The average gain in standardized test scores is referred to as the "Growth Effect Size". The Growth Effect Size will be calculated for each Service Provider based on the group of Students associated with each Service Provider (this may be a single Student in some cases) who complete pre and post Acadience and/or MAP assessments as described above. This calculation will be carried out for each Fall-to-Winter, Winter-to-Spring, and Spring-to-Fall semester-long instructional cycle. The following bonus criteria will be based on the post-intervention analysis of Student growth in reading and in math only, and bonus amounts will be calculated and paid for reading and math independently of one another.

Outcome	Bonus
Growth Effect Size ≥ 0.10	5% Bonus
Growth Effect Size ≥ 0.33	10% Bonus

Bonus calculations are carried out, and bonus amounts accrue, only for Students who have been actively engaged in Tutoring services for 80% or more of the instructional cycle Tutoring opportunity. Students must have assessment scores from the relevant assessment seasons to be included in the bonus calculations*. Service Providers are only eligible for the bonus for Student performance in subjects (reading and/or math) directly related to Tutoring services rendered that meet the 80% or more of the instructional cycle Tutoring opportunity criteria. Bonus payments are earned by and paid to Service Providers, as opposed to individual Tutors.

*PSD Schools currently provide all 2nd-8th grade Students the opportunity to take the fall and spring NWEA MAP assessments during the school day and each of these MAP

test occasions have participation rates of approximately 95%. The winter MAP test occasion has had lower participation rates in past years due to School autonomy regarding Student participation. High Dosage Tutoring Student participants will be encouraged by the District to take the NWEA MAP assessments needed to provide growth calculation data points for each instructional cycle. Acadience is a required assessment in the fall, winter, and spring for all kindergarten and first grade Students and the historical participation rate has been approximately 95%.

-intentionally left blank-

Exhibit B

AGREEMENT FOR PRE-QUALIFICATION IN POUDRE SCHOOL DISTRICT R-1 COVER SHEET

As part of the submission for the Request for Qualifications, providers will need to complete the following:

PROCESS FOR AGREEMENT

1. Review the Poudre School District R-1 General Terms and Conditions
2. Review the Tutoring Services Agreement to Provide Services Within Poudre School District R-1.
3. Complete Section I Only of the Agreement.
4. Sign Tutoring Services Agreement to Provide Services Within Poudre School District R-1, with Section I completed, and return with your Request for Qualifications submission.
5. Complete, sign and submit your Request for Qualifications and include the following documents:
 - All Required Documentation Requested in the Solicitation
 - Signed Agreement
 - Evidence of Insurance

APPROVAL PROCESS FOR AGREEMENT

If the entity or individual submitting meets the qualifications, and is selected to be a provider, the District will complete Section II, and executed the agreement through counter signature. A copy of the executed agreement, will be returned to the provider and considered effective as of the date of the last signature to the executed agreement. If selected, the provider will have to register and provide all required TIN verification documentation through the District's PaymentWorks portal.

POUDRE SCHOOL DISTRICT R-1
GENERAL TERMS AND CONDITIONS

By completing, signing, and submitting the Submission for Pre-Qualification, and in consideration of becoming an approved provider, such entity or individual requesting prequalification (“Service Provider”) expressly AGREES and acknowledges through signature of the Tutoring Services Agreement (“Agreement”) to the following:

1. **Term and Termination.** The term of this Agreement shall be as of the dates set forth in the executed Agreement, and shall continue through, unless earlier terminated as provided herein.
 - 1.1. **Funding Appropriations.** Notwithstanding any other term or provision of this Agreement, the District’s obligations hereunder are expressly subject to its budgeting and appropriation of sufficient funds for each fiscal year (July 1 - June 30) an Agreement is in effect. In no event, shall the District’s obligations in an Agreement constitute a multiple-fiscal year direct or indirect debt or other financial obligation under Article X, Section 20(4)(b) of the Colorado Constitution.
 - 1.2. **Termination for Cause.** Notwithstanding the provisions of the term of the Agreement and this section 1, if either party is in breach of an obligation or covenant under this Agreement the non-breaching party may give written notice to the breaching party describing the breach and demanding that it be cured. If the breach is not cured within seven (7) days after the breaching party’s receipt of said notice, the non-breaching party may immediately terminate the Agreement and avail itself of any and all remedies available at law or in equity.
 - 1.3. **Termination Without Cause.** Notwithstanding the provisions of the term of the Agreement and this section 1, the District or the Service Provider may terminate this Agreement at any time in its sole discretion for any reason, with or without cause, by giving the other party thirty (30) days’ advance written notice of the termination.
 - 1.4. In the event of such termination: (a) the District shall pay Service Provider for all Services performed under and in accordance with this Agreement up to the date of termination; and (b) Service Provider shall reimburse the District for all payments made in excess of Services performed up to the date of termination.
2. **Primary Contractor and Subcontractors.** The Service Provider shall assume all responsibility for performance of all Services in this Agreement, whether or not the Service Provider uses subcontractors. Any consequences resulting from non-performance under the terms of this Agreement are the sole responsibility and liability of the Service Provider. The Service Provider shall be the sole point of contact with the District with regard to all matters covered by this Agreement. The District shall not initiate or maintain contact with any subcontractor unless such contact becomes necessary to mitigate the District's damage in the event the Service Provider is in default or breach of any term or obligation of this Agreement.

POUDRE SCHOOL DISTRICT R-1
GENERAL TERMS AND CONDITIONS

3. **Confidential Information.**

- 3.1. **Press Contacts/News Releases.** The Service Provider shall not initiate any press, media, or social media contact nor respond to press, media or social media requests regarding this Agreement and/or any related matters concerning the District without the prior written approval of the District's Executive Director of Communications or designee.
- 3.2. **Fingerprinting and Background Checks.** Prior to and as a condition of the provision of any Services under this Agreement, Service Provider shall require each person providing such Services to submit to fingerprinting and a background check administered by the District at the District's expense. Service Provider shall ensure that no person to whom the District objects based on the results of said fingerprinting and background check provides any Services under this Agreement. If the District objects to any Service Provider based on the results of the background check, the Service Provider shall not be allowed to provide Services. All information provided and all information received by the District through the Service Provider background check and/or other sources, shall be considered and maintained as confidential information under the Colorado Open Records Act and not subject to disclosure to third parties except as required by law.
- 3.3. **Ownership of Confidential Student Records, Information, Photography, and Developed Materials.** All confidential student records, personally identifiable student information, photography, and developed materials shall remain the exclusive property of the District with all rights, title and interest including but not limited to intellectual property rights, to the confidential student records and information, photography and developed materials, belonging to and retained solely by the District.
- 3.4. **Non-Disclosure of Confidential Information.** Service Provider understands that while performing Services under this Agreement, it may be provided access to student records or personally identifiable information protected from disclosure to third parties and subject to the Individuals with Disabilities Education Act (20 U.S.C. §§ 1400 et seq.), the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g) ("FERPA") and the Colorado Open Records Act (C.R.S. §§ 24-72-201 et seq.). Such records and information are considered confidential and protected. Accordingly, Service Provider hereby agrees that it shall keep confidential and shall not disclose any information, including but not limited to information regarding any District student, student family, student health/medical condition, student disability, student IEP and/or student accommodation, to which it gains access in connection with its provision of the Services. To the extent Service Provider has access to such records and information, Service Provider shall be deemed a "school official" as such term is defined under FERPA. Service Provider agrees that it or its employees, volunteers and subcontractors shall not use education records or personally identifiable student information for any purpose other than in performance of this Agreement.
- 3.4.1. At the termination of this Agreement or earlier, if requested by the District, Service Provider shall promptly return all such information, and/or shall at the

POUDRE SCHOOL DISTRICT R-1
GENERAL TERMS AND CONDITIONS

request of the District destroy or delete any and all copies or duplicates of said information, whether the information is in hard copy or electronic form. If Service Provider violates the terms of this section 3.4, Service Provider agrees to indemnify, defend and hold harmless the District, and/or its employees and agents, from any and all claims, liabilities, or causes of action, including attorney fees and costs, asserted against the District and/or its employees or agents as a result of the violation. Service Provider also agrees to indemnify the District, and/or its employees and agents, from the costs of complying with and/or resolving any regulatory investigation caused by the violation, including costs and attorney fees.

- 3.5. **Obligations and Return of Confidential Information.** The receiving parties obligation hereunder shall survive for a period of five (5) years following termination of this Agreement; provided however, any confidential obligations with respect to protected District information shall survive indefinitely to the extent required to comply with applicable law. All confidential information shall remain the sole property of the disclosing party, and all materials containing any such confidential information, including all copies made by the receiving party, shall be returned to the disclosing party or destroyed immediately upon termination or expiration of this Agreement, or upon the receiving party's determination that it no longer has a need for such confidential information. Upon the request of the disclosing party, the receiving party shall certify in writing that all materials containing such confidential information, including all copies thereof, have been returned to the disclosing party or have been destroyed.
- 3.6. **Colorado Open Records Act.** Information and materials submitted under this Agreement may be considered public records subject to disclosure under the Colorado Open Records Act, (C.R.S. §§ 24-72-200.1 to -205.5) ("CORA"). Information and materials that the Service Provider believes are confidential and not subject to disclosure under CORA must be submitted separately with a citation to the section of CORA and any other relevant law under which the Service Provider believes they are confidential. The District, not the Service Provider, shall determine whether information and materials so identified will be withheld as confidential, but will inform the Service Provider in advance of disclosure to give it an opportunity to take legal action to protect its interests vis-à-vis the party making the CORA request.
4. **Independent Contractor.** Service Provider shall provide the Services under this Agreement as an independent contractor of the District. As such, Service Provider shall have the right to determine how and by whom the Services will be provided and the right to provide the Services free from the direction and control of the District, subject to and consistent with the terms and conditions of this Agreement.
- 4.1. Service Provider shall be exclusively responsible for: (a) all compensation, employment tax withholdings and payments, and all fringe benefits for its employees (if any) in full compliance with all applicable federal, state and local laws; (b) all insurance coverages and benefits for its employees (if any) in full compliance with all applicable federal, state and local laws, including but not limited to pension or retirement benefits, workers' compensation, unemployment compensation, and Social Security benefits;

POUDRE SCHOOL DISTRICT R-1
GENERAL TERMS AND CONDITIONS

and (c) all payments to its contractors and subcontractors for goods and/or services directly or indirectly related to this Agreement.

- 4.2. Nothing in this Agreement shall be construed as creating a single enterprise, partnership, joint venture or employer-employee relationship between Service Provider and the District. Service Provider is not a partner, agent or representative of the District and shall not represent itself to be a partner, agent or representative of the District. The District is not a partner, agent or representative of Service Provider and shall not represent itself to be a partner, agent or representative of Service Provider.
- 4.3. Service Provider shall not attempt or purport to extend the faith and credit of the District to any third party, person or entity. Service Provider acknowledges and agrees that it has no authority to enter into any contract with a third party that would bind or in any way obligate the District. The District shall not attempt or purport to extend the faith and credit of Service Provider to any third party, person or entity. The District acknowledges and agrees that it has no authority to enter into any contract with a third party that would bind or in any way obligate Service Provider.

5. **Certification Regarding a Worker Without Authorization.** Service Provider certifies, represents, warrants and agrees that it will not knowingly employ or contract with a worker without authorization to provide services under this Agreement, and will not enter into a contract with a subcontractor that fails to certify to Service Provider that the subcontractor will not knowingly employ or contract with a worker without authorization to provide services under this Agreement. Service Provider also certifies, represents, warrants and agrees that it will confirm the employment eligibility of all its employees who are newly hired for employment to provide services under this Agreement through Service Provider's participation in either: (a) the E-Verify Program created under federal law and jointly administered by the Department of Homeland Security and the Social Security Administration; or (b) the Colorado Department of Labor and Employment Program ("Department Program") established pursuant to C.R.S. § 8-17.5-102(5)(c).

- 5.1. Service Provider shall not use either the E-Verify Program or the Department Program procedures to undertake preemployment screening of job applicants while this Agreement is being performed. If Service Provider obtains actual knowledge that a subcontractor providing services under this Agreement knowingly employs or contracts with a worker without authorization, Service Provider shall notify the subcontractor and the District within three (3) days that Service Provider has such actual knowledge, and terminate the subcontract within three (3) days of providing the notice if the subcontractor has not stopped employing or contracting with the a worker without authorization. Service Provider shall comply with any reasonable request made by the Department of Labor and Employment in the course of an investigation undertaken pursuant to the authority of C.R.S. § 8-17.5-102(5). If Service Provider participates in the Department Program, it shall: (a) notify the District and the Department of Labor and Employment of such participation as required by law; and (b) within twenty (20) days after hiring an employee to provide services under this Agreement, provide to the District a written notarized copy of an affirmation that it has examined the legal work

POUDRE SCHOOL DISTRICT R-1
GENERAL TERMS AND CONDITIONS

status of such employee, retained file copies of the documents required by 8 U.S.C. § 1324a, and not altered or falsified the identification documents for such employee.

6. **Equal Opportunity.** It is agreed that no otherwise qualified Service Provider shall be excluded from participating in, be denied the benefits of, or be subject to discrimination, including harassment, under any provision of this Agreement on the basis of race; creed; color; national origin; age; sex; pregnancy; physical recovery from childbirth or a related condition; sexual orientation; marital status; veteran status; religion; genetic information; gender expression; gender identity; ancestry; or disability.
7. **Conflict of Interest.** Service Provider avers to their knowledge of no employee of the District having any personal or beneficial interest whatsoever in the service or property described in this Agreement. Service Provider has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the Service Provider's Services and Service Provider shall not employ any person having such known interest.
8. **Invoicing.** Invoices for Services provided shall be submitted to the District's accounts payable department within thirty (30) days of completion of Services. Invoices for such Services shall include (a) date on which Services were provided, (b) the District Location for which the Service were provided, (c) details of Products delivered, (d) approval signoff from District and purchase order number. All invoices must be submitted within 30 days of fiscal year end June 30 and may not include items received by the District outside of the fiscal year July 1 – June 30.
 - 8.1. Payment for Services not approved by the District in writing, shall not be considered valid and the District will not be responsible for covering associated costs.
 - 8.2. **Tax Exemption.** The District is exempt from federal and state taxes under Colorado Tax Exempt Number 98-03335.
9. **Insurance.** Service Provider shall procure and maintain the required insurance specified below for the duration of this Agreement, which insurance shall be written for not less than the amounts specified or greater if required by law. The District's receipt of a Certificate of Insurance from the Service Provider with limits and or coverages that do not meet the requirements does not waive the requirements and the Service Provider shall still be responsible for the limits and coverages stated in this Agreement. Specified coverages and amounts may be provided by a combination of a primary policy plus an umbrella or following form excess policy. All insurance shall be with a carrier licensed in the state of Colorado and shall have a minimum A.M. Best rating of A- VII. Service Provider shall furnish the District's Director of Records and Risk Management with certificates of the required insurance prior to the District's approval and signing of this Agreement, and with renewal certificates prior to the expiration of any required insurance that expires during the term of this Agreement. Memorandums of Insurance will not be accepted. Certificates of Insurance and all communication regarding insurance shall be addressed to:

Poudre School District

POUDRE SCHOOL DISTRICT R-1
GENERAL TERMS AND CONDITIONS

Attention: Risk Management
2407 Laporte Ave
Ft. Collins, CO 80521
Email Certificate to: coi@psdschools.org

Any insurance and/or self-insurance carried by the District is excess of the coverage extended to the District by Service Provider. Service Provider shall provide at least thirty (30) days' advance written notice to the District prior to cancellation, change of coverage, or non-renewal. The insurance requirements specified in this section 9 shall not reduce the indemnification liability that Service Provider has assumed in section 10.

Commercial General Liability

Minimum Limits

- a. Each Occurrence Bodily Injury & Property Damage \$2,000,000
- b. General Aggregate \$3,000,000
- c. Coverage must be written on an "occurrence" basis.
- d. Volunteers shall be included as insureds
- e. Coverage shall not exclude claims for sexual abuse/molestation
- f. Coverage shall not exclude claims for corporal punishment
- g. Poudre School District R-1 and its elected officials, employees, agents, and volunteers shall be named as an additional insured or covered as an additional insured by way of a blanket endorsement and shall be insured to the full limits of liability purchased by the Service Provider even if those limits of liability are in excess of those required by this Agreement.

Workers' Compensation and Employers' Liability

If Service Provider is exempt under the Colorado Workers' Compensation Act, this requirement will be waived if proof a current Workers' Compensation Coverage Rejection is on file with the Colorado Department of Labor and Employment, Division of Worker's Compensation and a copy is submitted to the District.

Minimum Limits

- a. State of Colorado Statutory
- b. Employer's Liability \$100,000 Each Accident
\$500,000 Disease – Policy Limit
\$100,000 Disease – Each Employee
- c. Waiver of subrogation in favor of Poudre School District R-1.

If Providing an Online Platform, the Following Shall Apply

Technology Errors and Omissions Liability (Professional Liability, including Network Security and Privacy Liability)

POUDRE SCHOOL DISTRICT R-1
GENERAL TERMS AND CONDITIONS

Minimum Limits

- a. Per Loss \$1,000,000
- b. Aggregate \$3,000,000
- c. Liability extends for a period of three (3) years beginning at the time work under this Agreement is completed. Service Provider shall maintain continuous coverage, as required by the Agreement, for this period.

The insurance shall provide coverage for:

- a. Liability arising from theft, dissemination and/or use of confidential information (defined term including but not limited to bank account, credit card account, personal information such as name, address, social security numbers, etc. information) stored or transmitted in electronic form.
- b. Network Security Liability arising from the unauthorized access to, use of or tampering with computer systems including hacker attacks, inability of an authorized third party to gain access to Service Provider's services including denial of service, unless caused by a mechanical or electrical failure.
- c. Liability arising from the introduction of a computer virus into, or otherwise causing damage to, a District or third person's computer, computer system, network, or similar computer related property and the data, software, and programs thereon.

10. **Indemnification.** The Service Provider shall indemnify and hold harmless the District and the District's Board members, employees, representatives and agents from and against any and all liability arising from any suit, action, third party claims, grievance, or proceeding, including all attorneys' fees, costs and expenses, incurred as a result of any negligent or intentional act or omission by Service Provider, or its employees, agents, subcontractors, or assignees related to the terms of this Agreement and any Services provided under this Agreement.

11. **Governmental Immunity.** It is specifically understood and agreed that nothing contained in this Agreement shall be construed as an express or implied waiver by the District of any of the immunities, rights, benefits, protections, or other provisions of the Colorado Constitution or Governmental Immunity Act, C.R.S. §§ 24-10-101 *et seq.*, as now or hereafter amended.

If Service Provider Will Provide an Online Platform, the Following Terms Shall Apply

12. Data Transparency and Security.

12.1. **Definitions.**

12.1.1. As used in this Agreement, "personally identifiable information" is defined as information (including 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

POUDRE SCHOOL DISTRICT R-1
GENERAL TERMS AND CONDITIONS

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 social security number, student number or biometric record; and (e) indirect identifiers such as the student's date of birth, place of birth or mother's maiden name.

- 12.1.2. As used in this Agreement, "education records" is defined as 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 the Service Provider.
- 12.1.3. As used in this Agreement, "confidential student records and information" is defined as education records and personally identifiable information concerning District students, including but not limited to confidential student records and information disclosed to, collected by and/or generated by the Service Provider. Confidential student records and information does not include "de-identified confidential student records and information," as defined in section 12.1.5 below.
- 12.1.4. As used in this Agreement, "collect" is defined as the gathering of data and other information by any means, including but not limited to the use of logs, cookies, tracking pixels, etc.
- 12.1.5. As used in this Agreement, "de-identified confidential student records and information" is defined as confidential student records and information from which all personally identifiable information, and the ability to determine any personally identifiable information, is removed.
- 12.1.6. As used in this Agreement, "securely destroy" is defined as removing confidential student records and information from the Service Provider's systems, paper files, hard-copy and electronic records, databases and any other media regardless of format, in accordance with the standard detailed in the National Institute of Standards and Technology ("NIST") SP 800-88 Guidelines for Media Sanitization, so that the confidential student records and information are permanently irretrievable in the Service Provider's normal course of business.
- 12.1.7. As used in this Agreement, "eligible student" is defined as a student who is at least 18 years of age or who is legally emancipated.
- 12.2. **Ownership of Confidential Student Records and Information.** All confidential student records and information shall remain the exclusive property of the District and all rights, title and interest in the confidential student records and information, including but not limited to intellectual property rights in the confidential student records and information, belong to and are retained solely by the District. The District hereby grants to the Service Provider a limited, nonexclusive license to access, view, collect, generate and use confidential student records and information solely for the purpose of performing its obligations under this Agreement.

POUDRE SCHOOL DISTRICT R-1
GENERAL TERMS AND CONDITIONS

12.3. **Security of Confidential Student Records and Information.** The Service Provider shall store and process confidential student records and information in accordance with commercial best practices, including implementing appropriate administrative, physical and technical safeguards that are no less rigorous than those outlined in CIS Top 20 Security Controls, as amended, to secure such confidential student records and information from unauthorized access, disclosure, alteration and use. The Service Provider shall ensure that all such safeguards, including the manner in which confidential student records and information is collected, accessed, used, stored, processed, disposed of and disclosed, comply with all applicable federal and state data protection and privacy laws, regulations and directives, including but not limited to Colorado’s Student Data Transparency and Security Act, C.R.S. §§ 22-16-101 *et seq.* Without limiting the foregoing, and unless expressly agreed to the contrary in writing, the Service Provider warrants that all electronic confidential student records and information will be encrypted in transmission and at rest in accordance with NIST Special Publication 800-57, as amended.

12.3.1. The Service Provider shall conduct periodic risk assessments and remediate any identified security vulnerabilities in a timely manner. The Service Provider shall promptly notify the District in the event of: (a) any security or privacy breach concerning confidential student records and information; and/or (b) any use or disclosure of student personally identifiable information not authorized under this Agreement.

12.4. **Use of Confidential Student Records and Information.** Under the Agreement, Service Provider may access, view, collect, generate and/or use confidential student records and information only under the following terms and conditions: (a) except as provided in section 12.4.1 below, Service Provider shall not disclose confidential student records and information, in whole or in part, to any other party; (b) Service Provider shall not use any confidential student records or information to advertise or market to students or their parents/guardians; (c) Service Provider shall access, view, collect, generate and use confidential student records and information only to the extent necessary to perform its obligations under the Agreement; and (d) at the conclusion of the term of the Agreement the Service Provider shall, as directed by the District, either securely destroy all confidential student records and information in its possession, custody or control, or return such confidential student records and information to the District.

12.4.1. Service Provider may to the extent necessary to perform its obligations under the Contract disclose confidential student records and information to its subcontractor that hosts and maintains its web-based platform (hereinafter “Subcontractor”) as set forth in Exhibit A. Subcontractor, pursuant to written subcontracts specifying the purpose of the disclosure and providing that: (a) Subcontractor shall not disclose confidential student records and information, in whole or in part, to any other party; (b) Subcontractor shall not use any confidential student records or information to advertise or market to students or their parents/guardians; (c) Subcontractor shall access, view, collect, generate and use confidential student records and information

POUDRE SCHOOL DISTRICT R-1
GENERAL TERMS AND CONDITIONS

only to the extent necessary to assist Service Provider in performing its obligations under the Agreement; and (d) at the conclusion of their work under their subcontracts Subcontractor shall, as directed by the District through the Service Provider, either securely destroy all confidential student records and information in their possession, custody or control, or return such confidential student records and information to the District.

12.4.2. Service Provider may use de-identified confidential student records and information for purposes of research, the improvement of its products and services, and/or the development of new products and services. In no event, shall the Service Provider re-identify or attempt to re-identify any de-identified confidential student records and information.

12.4.3. Service Provider, on behalf of itself and its Subcontractor, shall promptly furnish to the District upon request all confidential student records and information they have collected and/or generated and not in the District's possession. Such requests may include but shall not be limited to those made in order to respond to parent/guardian and eligible student requests to inspect and review education records as authorized under the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g ("FERPA") and/or under the Colorado Open Records Act, C.R.S. §§ 24-72-200.1 *et seq.* ("CORA"). The District, not the Service Provider, shall respond to all parent/guardian and eligible student requests to inspect and review records, data and other information.

12.5. **School Service Contract Provider.** Service Provider is a "school service contract provider" under the Colorado Student Data Transparency and Security Act (the "Act"), the Agreement is amended to add the language in this section 7. Under the Act, a "school service contract provider" is defined as an entity (other than the Colorado Department of Education, a K-12 public education entity or an institution of higher education) that enters into a formal, negotiated agreement with the District to provide a "school service." Under the Act, a "school service" is defined as an Internet website, online service, online application or mobile application that: (a) is designed and marketed primarily for use in a preschool, elementary school or secondary school; (b) is used at the direction of District teachers or other District employees; and (c) collects, maintains or uses confidential student records and information.

12.5.1. As a school service contract provider under the Act, the Service Provider has provided the following information the attached Exhibit A: (a) the data elements of confidential student records and information that Service Provider collects under the Agreement, regardless of whether the data elements are initially collected or ultimately held individually or in the aggregate using protocols that are effective for preserving the anonymity of each student included in the data; (b) the learning purpose for which Service Provider collects the confidential student records and information; and (c) how the Service Provider uses and shares the confidential student records and information. Service Provider shall update this information as necessary to maintain accuracy.

POUDRE SCHOOL DISTRICT R-1
GENERAL TERMS AND CONDITIONS

12.5.2. Service Provider shall facilitate the District's access to and correction of any factually inaccurate confidential student records and information as required in response to correction requests from parents/guardians and eligible students.

13. **Remedies.** If Service Provider fails to comply with any of the foregoing requirements at any time during or after the term of the Agreement the District may, as applicable, terminate the Agreement and/or disqualify Service Provider from future contracts and subcontracts with the District.

If Federal Funds Are Being Used the Following Terms Shall Apply

14. **Federal Funding Provisions.** The provisions of these Federal Funding Provisions are incorporated into and made a part of the Agreement. The District has received federal funding for all or part of the Agreement purchase. The grant or other funding agreement between the District and the federal government requires that certain federal provisions be made a part of the Agreement. The District may change any of these provisions at any time in the District's discretion or at the request of an involved federal agency as approved by the Office of Federal Procurement Policy, or as otherwise mandated by federal law.

14.1. The party that is identified in the Agreement as entering into the Agreement with the District (for purposes of this section 14 Federal Funding Provisions Service Provider and "Contractor" are used interchangeably) certifies that, to the best of the Contractor's knowledge and belief, the Contractor, its principals, and its subcontractors are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency (see, System for Award Management (SAM) at <https://www.sam.gov>). The Contractor SHALL COMPLY with the provisions of law listed below, all of which are hereby incorporated into the Agreement and are applicable as specified:

14.2. **Equal Employment Opportunity.** - *Applicable to contracts meeting the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3.* Equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246 "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." Required by 200 CFR §326, Appendix II to Part 200 (C).

14.3. **Davis-Bacon Act.** - *When required by federal program legislation, applicable to construction contracts of more than \$2,000.* Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR Part 5--Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction). In accordance with the statute, contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors are required to pay wages not less than once a week. The District will place a copy of the

POUDRE SCHOOL DISTRICT R-1
GENERAL TERMS AND CONDITIONS

current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract is conditioned upon the acceptance of the wage determination. The District will report all suspected or reported violations to the Federal awarding agency. Required by 200 CFR §326, Appendix II to Part 200 (D).

- 14.4. **Copeland "Anti- Kickback" Act.** - *When required by federal program legislation, applicable to construction contracts of more than \$2,000 (18 U.S.C. 874 and 40 U.S.C. 276c)- " Anti- Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR Part 3--Contractors and subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States).The Act provides that the Contractor shall be prohibited from inducing, by any means, any person employed in the construction, completion , or repair of public work, to give up any part of the compensation to which he is otherwise entitled . The District will report all suspected or reported violations to the Federal awarding agency. Required by 200 CFR §326, Appendix II to Part 200 (D)*
- 14.5. **Contract Work Hours and Safety Standards Act.** (40 U.S.C. 327-333) - *Applicable to contracts in excess of \$100,000 that involve the employment of mechanics or laborers. Not applicable to the purchase of supplies and materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. Required by 200 CFR §326, Appendix II to Part 200 (E).*
- 14.6. **Rights to Inventions Made Under a Contract or Agreement.** - *Applicable where the federal award funding the contract meets the definition of 'funding agreement' under 37 CFR §401.2(a). Where the Contractor wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the Contractor and its subcontractors must comply with the requirements of 37 CFR Part 40 I, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Required by 200 CFR §326, Appendix II to Part 200 (F).*
- 14.7. **Clean Air Act** (42 U.S.C. 740I et seq.) and the **Federal Water Pollution Control Act** (33 U.S.C. 1251 et seq.), as amended. -*Applicable to contracts and subcontracts in amounts in excess of \$150,000. "Contracts and subgrants of amounts in must contain a*

POUDRE SCHOOL DISTRICT R-1
GENERAL TERMS AND CONDITIONS

provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 - 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 - 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA)." 200 CFR §326, Appendix II to Part 200 (G). Required by 200 CFR §326, Appendix II to Part 200 (G).

- 14.8. **Debarment and Suspension.** (E.O. 12549 and E.O. 12689). - "A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), 'Debarment and Suspension.' SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549." 200 CFR §326, Appendix II to Part 200 (H). Contractors with awards that exceed the small purchase threshold must provide the required certification regarding its exclusion status and that of its principal employees. Required by 200 CFR §326, Appendix II to Part 200 (H).
- 14.9. **Byrd Anti-Lobbying Amendment.** (31 U.S.C. 1352). *Applicable to contractors who apply or bid/or an award of \$100,000 or more.* Contractors shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. The disclosures are forwarded from tier to tier up to the recipient. Required by 200 CFR §326, Appendix II to Part 200 (I).
- 14.10. **Procurement of Recovered Materials.** *Applicable where the purchase price of an item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000.* §6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Required by 200 CFR §326, Appendix II to Part 200 (H).
- 14.11. **Access to Records.** - *Applies to all negotiated contracts except those for less than the small purchase threshold.* The District and the federal government, or any of their duly authorized representatives, must have access to any books, documents, papers and

POUDRE SCHOOL DISTRICT R-1
GENERAL TERMS AND CONDITIONS

records of the Contractor which are directly pertinent to a specific program for the purpose of making audits, examinations, excerpts and transcriptions. The contractor shall make access available. The Contractor shall place the same provision (requiring access to records) in any subcontract which would have to have this provision were it awarded by the District. Required by L_ 3015.183).

- 14.12. **Retention of Records.** - The Contractor shall retain all required records for three years after final payment under the Contract and all subcontracts (if any) are made and all other pending matters are closed. If any audit, litigation, or other action involving the records is started before the end of the three-year period, the Contractor shall retain the records until all issues arising out of the action are resolved or until the end of the three-year period, whichever is later. Required by L_ 3015.138).
- 14.13. **Age Discrimination Act of 1975, as amended 42 U.S.C. 6101, et seq.**
- 14.14. **Age Discrimination in Employment Act of 1967 29 U.S.C., 621-634.**
- 14.15. **Americans with Disabilities Act of 1990 (ADA) 42 U.S.C. 12101, et seq.**
- 14.16. **Equal Pay Act of 1963 29 U.S.C. 206(d).**
- 14.17. **Federal Water Pollution Control Act, as amended 33 U.S.C. 1251, et seq.**
- 14.18. **Immigration Reform and Control Act of 1986 8 U.S.C. 1324b.**
- 14.19. **Section 504 of the Rehabilitation Act of 1973 as amended 29 U.S.C. 794.**
- 14.20. **Title VI of the Civil Rights Act of 1964, as amended 42 U.S.C. 2000d, et seq.**
- 14.21. **Title VII of the Civil Rights Act of 1964 42 U.S.C. 2000e.**
- 14.22. **Title IX of the Education Amendments of 1972 as amended 20 U.S.C. 1681.**
- 14.23. **State Laws Civil Rights Division Section 24-34-301, CRS, et seq.**
- 14.24. **Health Insurance Portability & Accountability Act of 1996 ("HIPAA").** - *Applicable to medical information.* Pursuant to federal law and regulations governing the privacy of certain health information, the Contractor, to the extent applicable, shall comply with the Health Insurance Portability and Accountability Act of 1996, 42 U.S.C. 1320d-I 320d-8 and its implementing regulations promulgated by the U.S. Department of Health and Human Services, 45 C.F.R. Parts 160 and 164 (the "Privacy Rule") and other applicable laws, as amended.
- 14.25. **Confidentiality of Records.** - The Contractor shall protect the confidentiality of all records and other materials containing personally identifying information that are maintained in accordance with the Agreement and comply with HIPAA and its rules and regulations. Except as provided by law, no information in possession of the contractor about any individual constituent shall be disclosed in a form including

POUDRE SCHOOL DISTRICT R-1
GENERAL TERMS AND CONDITIONS

identifying information without the prior written consent of the person in interest, a minor's parent, or guardian. The Contractor shall have written policies governing access to, duplications and dissemination of, all such information. The Contractor shall advise its employees, agents and subcontractors, if any, that they are subject to these confidentiality requirements. The Contractor shall provide its employees agents and subcontractors, if any, with a copy of or written explanation of these confidentiality requirements before access to confidential data is permitted. No confidentiality requirements contained in the Contract shall negate or supersede the provisions of the federal Health Insurance Portability and Accountability Act of 1996.

- 14.26. **Conflicts of Interest.** - The Contractor shall maintain a written code of standards governing the performance of its employees engaged in the award and administration of the Contract. No employee, officer, or agent of the Contractor shall participate in the selection, or in the award or administration of a contract or subcontract supported by federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:
- a. The employee, officer or agent;
 - b. Any member of the employee's immediate family;
 - c. The employee's partner; or
 - d. An organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The Contractor's, subcontractor's, or sub-grantee's officers, employees, or agents will neither solicit nor accept gratuities, favors, or anything of monetary value from the Contractor, potential contractors, or parties to sub-agreements.
- 14.27. **Energy Efficiency.** - The Energy Policy and Conservation Act (Pub. L 94-163, 89 Stat. 871). The contractor shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.
- 14.28. **Termination.** - The District, by written notice, may terminate the Contract at any time, in whole or in part, when it is in the District's or federal government's interest. If this Contract is terminated for any reason, the District shall be liable only for payment under this Contract for services rendered or goods provided before the effective date of termination.
- 14.29. **Materials.** - If applicable, all materials peculiar to the Work of Contractor under this Contract is the property of the District, for its exclusive use and re-use without further compensation and without restriction. Upon completion of the Work, or at such other time as the District requires, Contractor shall deliver to the District a complete, reproducible set of all such materials. For copyright ownership under the Federal Copyright Act, Contractor conveys to District and waives all rights, title and interest to all such materials in written, electronic or other form, prepared under this Agreement. District shall have worldwide reprint and reproduction rights in all forms and in all media, free of any claims by the contractor.

POUDRE SCHOOL DISTRICT R-1
GENERAL TERMS AND CONDITIONS

14.30. **Cost-Reimbursements in Food Contracts.** *Applicable to food service cost-reimbursable contracts subject to contracts.* The provisions concerning cost reimbursements set forth in 7 CFR §210.21 (f) are hereby incorporated herein. Required by 7 CFR §210.21.

15. **Additional Provisions.**

15.1. **No Assignment.** The Contractor shall not assign this Agreement or any of its rights, interests or obligations under this Agreement without the prior written consent of the District, which consent may be withheld for any reason or no reason as determined by the District in its sole discretion.

15.2. **No Waiver.** The parties agree that no assent or waiver, express or implied, to any breach of any one or more of the covenants of this Agreement shall be construed as or deemed to be an assent to or a waiver of any subsequent breach.

15.3. **Amendment or Modification.** No amendment or modification of this Agreement shall be valid unless set forth in writing and executed by the District and the Contractor through written amendments to the Agreement, in the same manner and with the same formality as was done for this Agreement

15.4. **Survival of Certain Contract Terms.** Notwithstanding anything herein to the contrary, the parties understand and agree that all terms and conditions of this Contract and the exhibits and/or attachments hereto which may require continued performance, compliance, or effect beyond the termination date of the Contract shall survive such termination date and shall be enforceable by the District as provided herein in the event of such failure to perform or to comply by the Contractor.

15.5. **Governing Law and Venue.** All issues regarding the formation, performance and/or legal enforcement of the Contract shall be governed by and construed in accordance with the laws of the State of Colorado. Venue for the resolution of any disputes arising out of or relating to the Contract shall be in Larimer County, Colorado.

15.6. **No Third-Party Beneficiary.** Enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the District and the Contractor. Nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any third person other than the District or the Contractor. It is the express intent of the parties that any third person receiving services or benefits pursuant to this Agreement shall be deemed an incidental beneficiary only.

15.7. **Binding Arbitration Prohibited.** The District does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary is null and void.

15.8. **Attorney Fees and Costs.** In the event it becomes necessary for either party to institute litigation to enforce any provision of this Agreement, the substantially

POUDRE SCHOOL DISTRICT R-1
GENERAL TERMS AND CONDITIONS

prevailing party in such litigation shall receive, as part of any judgment or award entered, its reasonable attorney fees and costs, including expert witness fees.

- 15.9. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, legal representatives, successors and permitted assigns.
- 15.10. **Headings.** The headings used in this Agreement are for convenience only and shall have no effect upon the construction or interpretation of this Agreement.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

TUTORING SERVICES AGREEMENT
TO PROVIDE SERVICES WITHIN
POUDRE SCHOOL DISTRICT R-1

This Tutoring Services Agreement (“Agreement”) is effective as of the date of the final signature on this Agreement between Poudre School District R-1 (“District”) and the entity or individual identified in Section I (“Service Provider”). The District and the Service Provider are collectively referenced herein as the “parties.” In consideration of the mutual covenants and promises contained in this Agreement and the Poudre School District R-1 General Terms and Conditions, the sufficiency of which is hereby acknowledged, the parties agree as follows:

SECTION I: SERVICE PROVIDER INFORMATION.

Service Provider Full Legal Name: _____

Name of Service: _____

Service Provider Contact: _____

Address: _____

Phone: _____ E-Mail Address: _____

Service Provider’s Contract Notices Contact: _____

Contract Notices Contact Address: _____

Contract Notices Contact Phone: _____

Contract Notices Contact E-Mail Address: _____

SECTION II: CONTRACT DETAILS

1. Term of Agreement.

The Services shall commence as of the _____ and shall continue through and including June 30, 2023 unless earlier terminated as provided in section 1 of the terms and conditions. The Agreement, at the option of the District, may be extended for up to four (4) additional one-year terms.

2. Obligations of Service Provider.

The Service Provider’s responsibility under this Agreement is to provide intensive tutoring as part of the District’s High Dose Tutoring program, in accordance with the scope of work set forth in the attached Exhibit B and hereby made part of this Agreement (hereinafter the “Services”).

TUTORING SERVICES AGREEMENT
TO PROVIDE SERVICES WITHIN
POUDRE SCHOOL DISTRICT R-1

3. **Approved Services:** The Service Provider is approved to provide the following supports to the District (“Services”):

Approved Number of Students: _____

Approved Grade Ranges:

K-2 3-5 6-8 9-12

Other: _____

Approved Curriculum Subjects:

Early Literacy Language Arts Mathematics

Other: _____

Service Provider Shall be Using:

Provider Curriculum District Curriculum

If providing an online component, Service Provider is subject to and agrees by signature to maintain compliance with applicable Data Transparency and Security terms and insurance requirements.

Name of Approved Platform: _____

If the Service Provider’s approved data and third-party information is attached the attached shall be considered Exhibit A and is hereby made part of this Agreement, if the Service Provider’s data and third-party information is not attached then Service Provider is not permitted to use or share student personally identifiable information as defined in the Poudre School District R-1 General Terms and Conditions

4. **Pricing.** Service Provider’s pricing for Services shall be at the rate of

The District intends to use Federal funds for all or part of the payment for Services, and therefore the Federal Funding Provisions in the Poudre School District R-1 Terms and Conditions shall apply.

5. **Outcome Based Bonus.** The Service Provider understands and acknowledges that the District may elect to provide outcome based bonus payments at the District’s discretion, as outlined in Exhibit B.

TUTORING SERVICES AGREEMENT
TO PROVIDE SERVICES WITHIN
POUDRE SCHOOL DISTRICT R-1

6. **Notices and Communications.** All notices and communications required or permitted under this Agreement shall be in writing and shall be: (a) sent via certified mail, return receipt requested and postage prepaid, to the address of the other party set forth below; or (b) sent via e-mail to the other party via the e-mail address set forth below for the District and the Service Provider’s contact in section 1 of this Agreement.

Poudre School District R-1
Attn: Tracy Stibitz
2407 LaPorte Avenue
Fort Collins, CO 80521
E-mail: tstibitz@psdschools.org

7. **Conflict of Terms.** In the event of any conflict of terms found between this Agreement, any incorporated exhibits, any other terms and conditions, end user license agreements or privacy policies, the terms of this Agreement shall prevail.

Exhibits in Order of Precedence

The following Exhibits and attachments are included with this Agreement. In the event of a conflict or inconsistency between this Agreement and any Exhibit, inclusion or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:

1. General Terms and Conditions
2. Exhibit B – Scope of Work
3. Request for Qualifications (“RFQu”) #22-630-006
4. Exhibit A – Service Provider’s Approved Data Privacy and Third Party
5. Service Provider’s Submission to the RFQu #22-630-006

8. **Entire Agreement.** This Agreement along with the Poudre School District R-1 General Terms and Conditions constitutes the entire Agreement of the parties regarding the subject matter addressed herein and supersedes all prior Agreements, whether oral or written, pertaining to said subject matter.

9. **Signatures.** This Agreement may be executed and delivered via portable document format (pdf), and the pdf signature of any party shall be considered valid, binding, effective and an original for all purposes. This Agreement may be signed in counterparts, and each counterpart shall be deemed an original, and all the counterparts taken as a whole shall constitute one and the same instrument.

10. **Warranty of Authority.** The individuals signing below represent and warrant that they have the authority to execute this Agreement on behalf of their respective organizations and bind their respective organizations to the terms of this Agreement.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

TUTORING SERVICES AGREEMENT
TO PROVIDE SERVICES WITHIN
POUDRE SCHOOL DISTRICT R-1

IN WITNESS WHEREOF, the District and the Service Provider have signed this Agreement as of the date last signed below.

COMPANY FULL LEGAL NAME:

POUDRE SCHOOL DISTRICT R-1

By: _____

By: _____

Date: _____

Date: _____

Name: _____

R. David Montoya

Title: _____

Executive Director of Finance

By: _____

Date: _____

Marlena Gross-Taylor

Chief Academic and Equity Officer

Exhibit C

Fee Schedule

Fees proposed in this section must inclusive of all fees and charges related to this project for each level of service to be considered in the form of the rates below or listed as Alternate Fees and described in the Service Provider’s response.

Service Provider shall indicate which Need(s) of service included for consideration to this RFQu by checking the box next to the appropriate Need(s) below.

Need A: Service Providers that can provide trained Tutors that could facilitate Tutoring sessions In Person based on the schedule set by the School

Hourly Rate Per Tutor	\$
Alternate Fees	\$

Need B: Service Providers that have an online Tutoring platform with both content aligned to the Colorado Academic Standards and Online Tutors available to work with Students on the schedule set by the School.

Online Platform License Cost Per Student Per Year	\$
Alternate Fees	\$

Need C: Service Providers that have an On Demand online Tutoring platform with both content aligned to the Colorado Academic Standards and Online Tutors available to work with Students at any time.

Online Platform License Cost Per Student Per Year	\$
Alternate Fees	\$

Provide answers to the following questions:	Answer:
How many Students could you serve?	
How many Tutors can you provide?	

What grade ranges can you service? K-2 3-5 6-8 9-12 Other	
What content areas or subjects can you support? Early Literacy Language Arts Mathematics Other	

The undersigned hereby affirms that:

- He/she is a duly authorized agent of the company issuing this response and that all information provided in the response is true and accurate.
- He/she has read any conditions and technical specifications, which were made available to the Service Provider in conjunction with this RFQu, and fully understands and accepts these terms unless specific variations have been expressly listed in the response.
- The Service Provider, if deemed qualified, will adhere to all terms and conditions and provide, at a minimum, all services as expressed in the RFQu and/or the Service Provider’s response to the RFQu.
- The Service Provider meets or exceeds all of the required criteria as specified by this RFQu.
- The Service Provider’s response is being offered independently of any other company and in full compliance with the terms specified in this RFQu.
- The company will accept any awards made to it, as a result of this RFQu for a minimum of one hundred and twenty (120) calendar days following submission.

Company Name _____

Signature of Agent _____

Printed Name _____

Title _____

e-Mail Address _____

Mailing Address _____

Phone Number _____

Contact Person _____

(If different from Agent – include e-mail address and phone number)

NOTE: Responses submitted without the signature of an authorized agent of the company may be considered non-responsive and ineligible for the award.

Exhibit D

What Student Data is collected through the use of the system?

Data Collected	General Purpose of Data Collection
Access Time	User research to improve the experience & provide technical support
Assessment Scores	Used for teacher data collection
Badges Earned	Used for teacher data collection
Browser Type	User research to improve the experience & provide technical support
Browser Version	User research to improve the experience & provide technical support
Contest Points	Used for teacher data collection
Device ID	User research to improve the experience & provide technical support
Device Type & OS	User research to improve the experience & provide technical support
Game Time Earned	Used for teacher data collection
IEP Progress Percentage	Used for teacher data collection
IEP Standards Passed	Used for teacher data collection
IP Address	User research to improve the experience & provide technical support
Lesson Questions Correct/Incorrect	Used for teacher data collection
Lesson Scores	Used for teacher data collection
Machine Model	User research to improve the experience & provide technical support
Operating System	User research to improve the experience & provide technical support
Placement test scores	Used for teacher data collection
School Address	Required to support product functionality
School Fax Number	Optional
School Leader Email Address	Optional
School Leader First & Last Name	Optional
School Leader Password	Optional
School Leader Role	Optional
School Name	Required to support product functionality
School Phone Number	Required to support product functionality
Standard Mastery Percentage	Used for teacher data collection
Standards Mastered	Used for teacher data collection
Student Answers on Lesson	Used for teacher data collection
Student First & Last Name	Required to support product functionality
Student Grade Level	Required to support product functionality
Student ID number	Optional

Student Password	Required to support product functionality
Student Username	Required to support product functionality
Teacher Email Address	Required to support product functionality
Teacher First & Last Name	Required to support product functionality
Teacher Password	Required to support product functionality
Time on Lesson	Used for teacher data collection
Time Spent in Subjects	Used for teacher data collection
Time Spent on individual problems	Used for teacher data collection

What third-parties does the vendor partner with? Who may receive Student Data in any format?

Vendor	URL	Description
Rackspace	rackspace.com	Web hosting
Amazon AWS	aws.amazon.com	Web hosting
Wormly	wormly.com	Alerts and monitoring
Realtime	framework.realtime.com	Cloud based realtime messaging
Twilio	twilio.com	SMS messaging
Sendgrid	sendgrid.com	Email delivery
Mailchimp	mailchimp.com	Email list management
Clever	clever.com	Student rostering
Edmodo	edmodo.com	Student rostering
Oneroster	oneroster.com	Student rostering
Freshdesk	freshdesk.com	Customer support
Google Classroom	developers.google.com/classroom	Student rostering
Salesforce	salesforce.com	CRM

Exhibit E

Sample Evaluation Form

Minimum Qualifications:

Service Provider identifies which Need(s) they are submitting for	<ul style="list-style-type: none"> ● yes ● no
Meets Minimum Qualification Requirements Describes the process used to assure the Service Provider's Tutors meet the District's minimum qualifications	<ul style="list-style-type: none"> ● yes ● no
Service Provider submits a sample of Curriculum and a crosswalk to show alignment to Colorado Academic Standards	<ul style="list-style-type: none"> ● yes ● no

Program Requirements

Tutoring Program and Sessions	0 = Does not meet 1 = Partially meets 2 = Meets
Program description and documented evidence of effectiveness align with research evidence for effective programs.	
Provides experience with Tutoring online, Virtually, or On Demand. Provides documented evidence of experience with technology and online instructional technology.	
Provides the number of staff they intend to allocate and the number of Students they can service.	
Provides what grade range(s) they can serve.	
Tutoring Content	0 = Does not meet 1 = Partially meets 2 = Meets
Provides detailed description of their training process for Tutors.	
Provides evidence of their experience in supporting Students academically in mathematics and literacy or language arts	
Provides evidence of experience in creating positive learning environments for Students	

Service Provider submits evidence of Curriculum which includes explicit phonics instruction consistent with foundational skills of reading (if early literacy Curriculum)	
Service Provider submits evidence of ability to provide necessary individualized accessibility and support requirements for Student populations with unique learning needs, including but not limited to English language learners or Students with disabilities.	
Provides samples of their reporting of outcomes, including but not limited to: <ul style="list-style-type: none"> ● academic growth, ● attendance, ● engagement, and ● session completion rate. 	
Provides samples of formative data that is collected and used to inform short-term Student instructional goals.	
Tutoring Communication	0 = Does not meet 1 = Partially meets 2 = Meets
Describes the process to ensure Tutors are collaborating with Site Facilitator or classroom teachers to align instructional outcomes between Tutoring sessions and core classroom instruction.	

Technical Programs

Technical	0 = Does not meet 1 = Partially meets 2 = Meets NA
Describes how platform(s) meets the technical requirements if Service Provider intends to provide services through their online platform or another platform. <ul style="list-style-type: none"> ● How platform meets the technical requirements ● Provides a formal description of each system(s) and associated lessons including how rostering is managed in system(s) ● Provides a summary of security safeguards and established protocols to protect unauthorized access including but not limited to CIS compliance 	

<p>and secure from internal hacking and attacks</p> <ul style="list-style-type: none"> • Provides a description of how data is maintained, stored, backed up and destroyed 	
<p>For Service Providers using online platforms, describes the following</p> <ul style="list-style-type: none"> • all data items which are collected, maintained, generated or inferred through use of the platform, including metadata, and the purpose for each data item. • all third-party vendors who may receive data in any format, including storage and third parties receiving encrypted data, and the purpose for each third-party vendor 	
<p>Provides description of compliance with the Center for Internet Security's CIS Critical Security Controls.</p>	
<p>Provides description of compliance with the National Institute of Standards and Technology ("NIST") SP 800-88 Guidelines for Media Sanitization.</p>	
<p>Provides acknowledgment that all electronic confidential Student records and information will be encrypted in transmission and at rest in accordance with NIST Special Publication 800-57.</p>	
<p>Describes technical requirements and expectations of Tutors.</p>	

Fee Schedule

<p>Fee Schedule</p>	<p>0 = Does not meet 1 = Partially meets 2 = Meets</p>
<p>Fees are reasonable and comparable for the services provided.</p>	