



**POUDRE SCHOOL DISTRICT R-1
REQUEST FOR PROPOSAL**

**ONLINE SCHOOL CHOICE MANAGEMENT SYSTEM
RFP 22-650-001**

PROPOSAL SCHEDULE

RFP Posted to BidNet	April 13, 2022
Questions Due	April 21, 2022 – 2 p.m. MST
RFP Closing Date	May 12, 2022 – 2 p.m. MST
Product Demonstration Period	May 19-23, 2022
Anticipated Award Announcement	May 25, 2022
Planned Implementation	November 1, 2022

TABLE OF CONTENTS

PURPOSE OF RFP

1.0 BACKGROUND

2.0 GENERAL TERMS AND CONDITIONS

3.0 SPECIFIC CONDITIONS

4.0 PROJECT SCOPE AND SPECIFICATIONS

5.0 COST PROPOSAL

6.0 REFERENCES

7.0 EVALUATION AND AWARD

8.0 REFERENCE EVALUATION

9.0 INSURANCE

10.0 MODEL FORMAT OF PROPOSAL

11.0 PROPOSAL CERTIFICATION

EXHIBIT A: POLICY JFBA – CHOICE / OPEN ENROLLMENT

EXHIBIT B: SAMPLE SOFTWARE AGREEMENT

EXHIBIT B-1: SAMPLE STUDENT DATA DOCUMENT

ONLINE SCHOOL CHOICE MANAGEMENT SYSTEM RFP 22-650-001

Poudre School District (“the District”) is requesting proposals from professional and qualified service providers to provide an online school choice management system (“System”) as specified in this Request for Proposal (“RFP”).

The District will provide copies of this RFP to service providers through the Rocky Mountain E-Purchasing System electronic solicitation platform, <http://www.RockyMountainBidSystem.com> (“BidNet”), where registered service providers are required to submit their proposal responses.

Questions regarding this RFP must be in writing and directed to the District through the BidNet platform any time after the issuance of this RFP through and including 2:00 p.m. MST on April 21, 2022. Questions received after the deadline date and time and/or not submitted electronically through the BidNet platform may not be addressed. Questions submitted, as well as the District’s response thereto, shall be provided in an addendum through BidNet.

Note: Questions must be submitted individually. Multiple questions per entry will not be answered.

The District will only accept and consider electronically submitted proposals. Proposals must be submitted and received in BidNet’s electronic solicitation portal by 2:00 p.m. MST on May 12, 2022. At that time, the submission portal will close, and no further submittals will be allowed.

District staff shall review the proposals received in response to this RFP during the proposal consideration period commencing on May 12, 2022. During the proposal consideration period, the District may ask questions of and/or request additional information from service providers who have submitted proposals.

During the solicitation process and until an award has been announced, communication regarding this RFP will only be permitted with the Procurement Agent named below. Communication with a district employee other than the Procurement Agent named below may disqualify your proposal from consideration.

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 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 the proposal assures that such proposal is genuine and is not a collusive or sham proposal.

Sincerely,
Karen Wailly
Senior Procurement Agent

1.0 BACKGROUND

The District is a high-performing district, covering more than 1,800 square miles in northern Colorado with diverse school settings. The District's instructional program is centered around District Ends, under the Policy Governance model, developed to support a comprehensive curriculum.

The District serves approximately 30,000 students. While more than 70% of District families choose to send their children to their neighborhood school, the District does support school choice and offers a wide spectrum of educational programs to fit any child's needs. Program options include International Baccalaureate, Core Knowledge, Bilingual/Dual Language Immersion, Hybrid/Online, Expeditionary Learning, Science, Technology, Engineering and Math (STEM) along with extra-curriculars and athletics.

The District has two LEED certified school buildings and over 30 Energy Star awards and supports operational sustainability in all areas of work.

Our Schools:

- 32 elementary schools
- 10 middle schools
- 4 comprehensive high schools
- 2 middle/high schools opening Fall 2022
- 6 option (100% choice) schools
- 3 alternative high schools
- 5 charter schools
- 1 online school

The District is fully accredited by the Colorado Department of Education Accreditation and Accountability Unit and is subject to periodic monitoring to ensure continued compliance with accreditation standards.

2.0 GENERAL TERMS AND CONDITIONS

- 2.1 This is a solicitation for an offer from a prospective service provider (“Service Provider”) and is not an offer from the District to enter into an agreement for goods or services.
- 2.2 Service Provider must provide all requested information. Failure to do so may result in rejection of the proposal at the option of the District.
- 2.3 Proposals must meet or exceed specifications contained in this document.
- 2.4 The District is exempt from city, county, state, and federal sales/excise taxes. Tax exempt certificates will be issued upon request.
- 2.5 Submission of a proposal is deemed as acceptance of all terms, conditions and specifications contained in the District's solicitation package. Any proposed modification must be accepted in writing by the District prior to award of the agreement.
- 2.6 Service Provider, its employees, representatives, and subcontractors agree to abide by all applicable federal, state, and local codes, laws, rules, and regulations.
- 2.7 The successful Service Provider shall furnish all services, which conform to all applicable safety codes and regulations.
- 2.8 Information and materials submitted in response to this solicitation 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 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.
- 2.9 Proposals must contain a signature of an authorized representative in the space provided on the Proposal Certification Form. Failure to properly sign the proposal may invalidate same and it may not be considered for award.
- 2.10 The accuracy of the solicitation is the sole responsibility of the Service Provider. No changes in the proposal shall be allowed after the submission deadline, except when the Service Provider can show clear and convincing evidence that an unintentional factual mistake was made, including the nature of the mistake.
- 2.11 Successful Service Provider must provide proof of insurance that meets the insurance requirements stated in section 9.0.

- 2.12 Successful Service Provider is not permitted to transfer any interest in the project whether by assignment or otherwise, without prior written consent from the Strategic Sourcing Department.
- 2.13 Service Providers are required to submit the name, address, phone number, email address and contact person of, at least, three (3) Colorado school district references for which your company has completed similar services, as those requested in this RFP, in the past 24 months.
- 2.14 Service Provider must note in its proposal any intent to use subcontractors. The subcontractor's name, address, phone number and three client references, along with the type of work to be performed must be included. Use of subcontractors may be considered as a factor in the District's evaluation process. If the Service Provider fails to notify the District of its intent to use subcontractors in the proposal submittal, the proposal may be considered a void offer. Subcontractors will be allowed only by written permission of the District. The Service Provider agrees that it is fully responsible to the District for the acts or omissions of its subcontractors, or any persons employed by them, in the same way as it is for the acts and omissions of persons directly employed by the Service Provider. Nothing contained in the agreement, or any subcontract shall create any contractual relation between any subcontractor and the District.
- 2.15 The District reserves the right to reject any and all proposals or any part thereof, to waive any irregularities or formalities, and further, to award the proposal to the responsible Service Provider as deemed in the best interest of the District.
- 2.16 There is no expressed or implied obligation for the District to reimburse responding firms for any expenses incurred in preparing proposals in response to this request.
- 2.17 Responses to this solicitation will be independently evaluated by an evaluation committee to be established for such purpose.
- 2.18 Proposals submitted will be evaluated using pre-determined objective rating criteria. Those that are clearly non-responsive to the stated requirements may be eliminated prior to the evaluation. Prior to proposal submission, Service Providers are encouraged to check the BidNet website to ensure additional requirements are incorporated into its submissions.
- 2.18.1 Service Provider is responsible for monitoring the BidNet website for any additional requirements, addenda, and award information.
- 2.19 In the event the District has reasonable grounds to believe that any individual assigned to perform work under this solicitation has a criminal record, is a registered sex offender, is under the influence of alcohol or other substance, has exhibited violence or based upon other information the District deems reliable; the District may

exclude such individual from any school building or grounds or impose reasonable conditions upon such individual's presence upon any school premises. In the judgment of the District, if an agreement cannot be performed as a result of such action, the agreement may be terminated.

- 2.20 The District reserves the right to negotiate further with one or more Service Provider or to request additional information. The District may make such inquiries and conduct such investigations as it deems necessary to determine the qualifications and ability of the Service Provider to provide the services requested in the RFP and/or represented in the Service Provider's response. Service Providers shall timely provide information to the District in connection with such inquiries and investigations. Service Providers may be asked to give presentations to the District regarding their proposals.
- 2.21 Should the District determine, in its sole discretion, that only one Service Provider is fully qualified or that one Service Provider is clearly more highly qualified than the others under consideration, an agreement may be negotiated and awarded to that Service Provider.
- 2.22 The initial agreement between the District and the successful Service Provider is planned to commence upon full execution of the agreement and shall continue through and including June 30, 2023, unless terminated earlier by the District as stated in section 2.23 below.
 - 2.22.1 For services provided, and at the option of the District, the agreement may be extended beyond the first term for up to four (4) additional one-year terms, beginning on July 1 of each subsequent year and is subject to the parties' negotiation of mutually agreed upon amendments to the agreement for each one (1) year term.
- 2.23 Notwithstanding the planned term of an agreement and/or any extensions thereof as provided above, the District may terminate an agreement at any time in its sole discretion for any reason, with or without cause, upon written notice served on the Service Provider no less than thirty (30) days prior to the date of termination. In the event of such early termination by the District, the Service Provider shall be paid up to the date of termination for services performed under and in accordance with this agreement.
- 2.24 Notwithstanding any other term or provision of this RFP, 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.
- 2.25 Independent Contractor. The Service Provider shall provide the services as an independent service contractor of the District. As such, the Service Provider shall

have the right to determine how and by whom the services will be provided, subject to and consistent with the terms and conditions of this solicitation.

2.25.1 The Service Provider shall be exclusively responsible for: (a) all compensation, employment tax withholdings and payments, and all fringe benefits for its employees in full compliance with all applicable federal, state and local laws; (b) all insurance coverages and benefits for its employees 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; and (c) all payments to its contractors and subcontractors for goods and/or services directly or indirectly related to this solicitation.

2.25.2 Nothing in this solicitation or as a result of this solicitation shall be construed as creating a single enterprise, partnership, joint venture or employer-employee relationship between a future Service Provider and the District. The future Service Provider will not be considered a partner, agent or representative of the District and will not represent itself to be a partner, agent, or representative of the District. The District is not a partner, agent or representative of any future Service Provider and shall not represent itself to be a partner, agent, or representative of the Service Provider.

2.26 Certification Regarding a Worker Without Authorization

2.26.1 The 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 an agreement 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).

2.26.2 The 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 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 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.

2.27 Qualifications of Service Provider

- 2.27.1 The District may make such reasonable investigations as deemed proper and necessary to determine the ability of the Service Provider to perform the work and the Service Provider shall furnish to the District all such information and data as may be requested for this purpose.
- 2.27.2 The District further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such Service Provider fails to satisfy the District that such Service Provider is properly qualified to carry out the obligations of the agreement and to complete the work/furnish the item(s) contemplated therein.

2.28 Miscellaneous

- 2.28.1 Once the evaluation is complete and the Intent to Award has been issued to the recommended Service Provider, the recommended Service Provider will work with the District's Contract Manager to successfully negotiate an agreement.
- 2.28.2 Governing Law. An agreement resulting from this solicitation shall be governed by and construed in accordance with the laws of the State of Colorado. Venue for any and all legal action regarding or arising out of transactions covered herein shall be solely in the District Court in and for Larimer County, State of Colorado.
- 2.28.3 Equal Opportunity. It is agreed that no otherwise qualified Intern 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.

- 2.28.4 Appeal of Award. Service Provider may appeal the award by submitting a written request for re-consideration to the District's Strategic Sourcing department within seventy-two (72) hours after receipt of the notice of award.
- 2.28.5 In the event the awarded Service Provider defaults on its agreement or the agreement is terminated for cause due to performance, the District reserves the right to re-procure the services from the next lowest Service Provider or from other sources during the remaining term of the terminated / defaulted agreement. Under this arrangement, the District shall charge the awarded Service Provider any differences between its price and the price to be paid to the next lowest Service Provider, as well as any costs associated with the re-solicitation effort which resulted from such default or termination.
- 2.28.6 This solicitation does not commit the District to award an agreement or to pay any costs incurred in the preparation of a proposal or to procure an agreement 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 proposal, or the entire proposal as deemed in the best interest of the District.
- 2.28.7 Variances. Service Provider 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 proposal 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.
- 2.28.8 Sustainability. The District is committed to be a responsible steward of our natural resources and believes that public education should provide leadership in developing an ethic of sustainability in all its practices. In the District we have both Energy Conservation and Waste Management policies and espouse these values, making environmental stewardship and integral part of the physical plant operation.

3.0 SPECIFIC CONDITIONS

- 3.1 Health Standards. The Service Provider shall have and maintain a set of protocols and guidelines to meet evolving health and safety requirements and implement communicable diseases protocols, which shall follow guidance and orders from state and/or local public health officials and shall be no less strict than the District's protocols.

- 3.1.1 Service Provider shall ensure all individuals providing Services under this agreement for the Service Provider wear appropriate personal protective equipment at all times while on District property.
- 3.1.2 If the District is directed, or the District determines to limit or restrict access to any or all of its facilities or District Location due to a public health or safety concern, the District may, at its discretion, temporarily delay or stop Service Provider's services, with or without prior notice.
- 3.2 The successful Service Provider will be required to enter into and sign a formal agreement with the District. The agreement language will control over any language contained within this RFP that conflicts with the signed and fully executed agreement.
 - 3.2.1 In the case of conflicts between the RFP and any referenced proposal documents, the more stringent requirements shall govern. In all cases, the Service Provider is responsible for notifying the District of the conflict.
- 3.3 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, it will be required to sign a 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.
 - 3.3.1 A sample of the Agreement is attached herein attached as Exhibit B and is intended for review only. Modifications or changes to this document as part of the submission will not be accepted and are hereby considered rejected.
 - 3.3.2 If selected, the Service Provider will be required to provide at a minimum:
 - 3.3.2.1 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. A sample is attached as Exhibit B-1
 - 3.3.2.2 All third-party Service Providers and their purpose, to which the Service Provider shares student personally identifiable information, including those who receive data in an encrypted format. A sample is attached as Exhibit B-1
 - 3.3.2.3 Agreement to comply with maintaining a comprehensive information security program that is reasonably designed to protect the security,

privacy, confidentiality and integrity of student personally identifiable information, that are no less rigorous than those outlined in CIS Top 20 Security Controls, National Institute of Standards and Technology (“NIST”) SP 800-88 Guidelines for Media Sanitization and NIST Special Publication 800-57, as recommended best practices by the U.S. Department of Education.

- 3.4 Once the evaluation of responses received has concluded and the intent to award is issued to the recommended Service Provider, the recommended Service Provider will have fifteen (15) business days to successfully negotiate a contract with the District, unless extended by the District.
- 3.5 Liquidated damages. It is understood and agreed that completion of the Services within the time specified in the Agreement is a matter of vital necessity to the District, that the District will suffer substantial damages if the Services are not completed within the specified time, and that it would not be possible to accurately determine the amount of such damages. In view of these facts, the Service Provider agrees to pay the District liquidated damages in the amount of one percent (1%) of the total Agreement value per day for each and every business day that the service(s) and/or deliverables are not delivered to, and accepted by, the District, not to exceed twenty percent (20%) of the total contracted price. As compensation due to the District for loss of use and for additional costs incurred by the District due to such noncompletion of work, the District shall have the right to deduct said liquidated damages from any amount due or that may become due to the Service Provider under this agreement or to invoice the Service Provider for such damages if the costs incurred exceed the amount due to the Service Provider. No extension of the time for completion of the Services shall be granted unless set forth in a properly approved amendment to this Agreement.

4.0 PROJECT SCOPE AND SPECIFICATIONS

- 4.1 The proposed System must incorporate an online student application and a lottery management system.
- 4.2 The proposed System must implement and manage the automated and paperless student application process and selection lottery (blind lottery) in a timely and effective manner.
- 4.3 The District’s current System includes the following features.
 - 4.3.1 A multi-step application which is accessible through a web-based portal where parents can utilize a single account to submit multiple applications for one or more children within the household. The dashboard provides information and status of their children’s school choice application. Parents are able to respond to seat offers from the dashboard.

- 4.3.2 Ability for district staff to manage and review submitted applications, run reports, create custom reports, and configure multiple components of the system. The system is able to ensure a highly secure and restricted system for multiple users. Application status is viewable: submitted, withdrawn, not submitted, processed, not processed, ineligible, or not required. Other filters to review applications that are helpful include: if the student has an IEP, 504, siblings, if the parent is an employee, and if the applicant lives outside of the school district boundaries.
- 4.3.3 A lottery component was developed utilizing the specific selection criteria set forth by the District. The system runs a customized algorithm to blindly select students based on the selection criteria. For the District's first round of applications, this lottery will run to randomly sort the applications to establish order within the priority ranking. During the second round, the lottery is updated on an on-going basis as the system will automatically add the application to the school's wait list once the school processes the application and places the application in the correct order (by date/time when the application was submitted and after first round applicants on the wait list).
- 4.3.4 A real-time wait list eliminates errors and tedious documents. It automatically manages the selection results and notifications in real-time.
- 4.3.5 A recruiting portal on the District website gives parents a dedicated space to review program details and to complete their applications.
- 4.3.6 An ongoing technical support system is available that allows for issue / question ticket submittal.
- 4.3.7 Hosted on certified, secure servers.
- 4.3.8 The development / testing site mirrors the live site and allows District users to test applications and the lottery.
- 4.3.9 Ability to integrate with the District's student information system (Synergy) to pre-populate forms, allowing for address and sibling relationship verification.
- 4.3.10 District boundary information was utilized.
- 4.3.11 Able to accommodate approximately 8,300 online school choice applications per year.
- 4.3.12 Email communication between staff and parents, with tracking ability (who, when etc.). The District has the ability to design scripts. Automatic emails alert parents to seat offers.

- 4.3.13 User groups with availability of permissions customization
- 4.3.14 Adherence to District Policy
- 4.3.15 Accommodates the District's two application periods for the year.
- 4.3.16 As parents answer the predetermined questions on the school choice application, the system automatically places the application in the proper priority ranking.
- 4.3.17 Pre-populates answers to the questions on the application if the parent enters their child's student ID number (IEP, 504).
- 4.3.18 Allows parents to select up to five (5) schools on one application for their child.
- 4.3.19 Option for parents to select Full Day or Half Day for Kindergarten applications.
- 4.3.20 Automatically determines the neighborhood school for the student based on the address information the parent enters on the application.
- 4.3.21 Ability to add multiple birth siblings (twins, triplets, etc.) on one application.
- 4.3.22 Some settings impact the application (i.e., putting the application on "hold," noting if the parent is a District employee).
- 4.3.23 Staff process the application and determine the status based upon how the questions were answered.
- 4.3.24 Priority rankings are updated if information is changed on the existing application.
- 4.3.25 Parents can renew their child's application from year to year if the child is currently on a school's wait list. Renewal application must be submitted during the first round. The system can identify a renewal application and it will remain on the school's wait list for the following school year. If a parent does not renew their child's application by the deadline for the first round, the application is withdrawn for that application year.
- 4.3.26 Once the first-round lottery is run, the system establishes wait lists. The parents receive an email notification from those schools offering seats to applicants. The parent can respond via their dashboard.
- 4.3.27 The wait list is updated by the parent's response to seat offers (i.e., accept the seat, decline the seat but stay on the wait list, remove from school's wait list).

A no response to the seat offer by the set deadline, will place the student back on the school's wait list in the original order.
The system automatically sends a seat offer to the next applicant on the wait list with seat declines or no responses.

4.3.28 Customized wait list settings adhere to District policy. Parents can accept a seat at only one school if they receive multiple seat offers. Students stay on all the other schools' wait lists. If a student declines a seat or does not respond and is placed back on the school's wait list, that student does not get another seat offer until the school enters a new "bulk move" to offer additional seats.

4.4 The District desires the proposed System to include the following features.

4.4.1 Training program for staff or online tutorials available

4.4.2 Capability for online school transfers

4.4.3 Ability to revamp the District's wait list process or easily adapt to any changes in the District policy

4.4.4 Add new schools and combine existing wait lists as needed

4.4.5 Show number of applicants on the wait list (total and by grade level)

4.4.6 A filter to sort applications by priority ranking

4.4.7 Ability to create custom extracts that can be scheduled

4.5 The District is in the process of reviewing its current district policy, JFBA Choice/Open Enrollment, and process regarding choice/open enrollment and is considering the changes listed below. Note that not all of these changes, or none of these changes, may be incorporated into the policy or process for the 2022-2023 school year, and additional changes may be incorporated into the policy or process.

4.5.1 Possible Policy Changes

4.5.1.1 Change the timeline for when the first consideration application period opens and closes.

4.5.1.2 The current waitlist process is described in 4.3.27. The District is exploring different options, including removing students from the waitlist.

4.5.2 Possible Process Changes

4.5.2.1 Add functionality to the System to allow parents to prioritize the school selections on the application.

4.5.2.2 Revise the seat offer process to:

- a. If the first-choice school offers a seat and the parent accepts that seat, the student is removed from all lower choice school's wait lists.
- b. If the first-choice school offers a seat and the parent does not respond by the deadline, the student is removed from that school's wait list, but still remains on the lower choice school's wait lists.
- c. If a student receives a seat offer from a lower choice school and the parent accepts the seat, the student will still remain on the first-choice school's wait list and lower choice school's wait lists.
- d. If a student accepted a seat at a lower choice school, then receives a seat offer from another lower choice school and accepts that seat, the student has declined the previous seat offer at that school and is not placed back on that school's wait list.
- e. If a student accepted a seat at a lower choice school, then receives a seat offer from their highest choice school and accepts that seat, student has declined the previous seat offer at that school and is removed from all lower choice schools' wait lists.

4.5.2.3 Add functionality to the System to call and text parents in addition to the email notification of the seat offer.

4.6 System must be complete and fully functioning by November 1, 2022.

5.0 COST PROPOSAL

5.1 Indicate if the proposed System includes the current and desired features listed in section 4.0.

CURRENT FEATURES		YES	NO
4.3.1	A multi-step application which is accessible through a web-based portal where parents can utilize a single account to submit multiple applications for one or more children within the household. The dashboard provides information and status of their children's school choice application. Parents are able to respond to seat offers from the dashboard.		
4.3.2	Ability for district staff to manage and review submitted applications, run reports, create custom reports, and configure multiple components of the system. The system is able to ensure a highly secure and restricted system for multiple users. Application status is viewable: submitted, withdrawn, not submitted, processed, not processed, ineligible, or not required. Other filters to review applications that are helpful include: if the student has an IEP, 504, siblings, if the parent is an employee, and if the applicant lives outside of the school district boundaries.		
4.3.3	A lottery component was developed utilizing the specific selection criteria set forth by the District. The system runs a customized algorithm to blindly select students based on the selection criteria. For the District's first round of applications, this lottery will run to randomly sort the applications to establish order within the priority ranking. During the second round, the lottery is updated on an on-going basis as the system will automatically add the application to the school's wait list once the school processes the application and places the application in the correct order (by date/time when the application was submitted and after first round applicants on the wait list).		
4.3.4	A real-time wait list eliminates errors and tedious documents. It automatically manages the selection results and notifications in real-time.		
4.3.5	A recruiting portal on the District website gives parents a dedicated space to review program details and to complete their applications.		
4.3.6	An ongoing technical support system is available that allows for issue / question ticket submittal.		
4.3.7	Hosted on certified, secure servers.		
4.3.8	The development / testing site mirrors the live site and allows District users to test applications and the lottery.		
4.3.9	Ability to integrate with the District's student information system (Synergy) to pre-populate forms, allowing for address and sibling relationship verification.		
4.3.10	District boundary information was utilized		
4.3.11	Able to accommodate approximately 8,300 online school choice applications per year		
4.3.12	Email communication between staff and parents, with tracking ability (who, when etc.). The District has the ability to design scripts. Automatic emails alert parents to seat offers.		
4.3.13	User groups with availability of permissions customization		
4.3.14	Adherence to District Policy		
4.3.15	Accommodates the District's two application periods for the year.		
4.3.16	As parents answer the predetermined questions on the school choice application, the system automatically places the application in the proper priority ranking.		
4.3.17	Pre-populates answers to the questions on the application if the parent enters their child's student ID number (IEP, 504).		
4.3.18	Allows parents to select up to five (5) schools on one application for their child.		

4.3.19	Option for parents to select Full Day or Half Day for Kindergarten applications.		
4.3.20	Automatically determines the neighborhood school for the student based on the address information the parent enters on the application.		
4.3.21	Ability to add multiple birth siblings (twins, triplets, etc.) on one application.		
4.3.22	Some settings impact the application (i.e., putting the application on “hold,” noting if the parent is a District employee).		
4.3.23	Staff process the application and determine the status based upon how the questions were answered.		
4.3.24	Priority rankings are updated if information is changed on the existing application.		
4.3.25	Parents can renew their child’s application from year to year if the child is currently on a school’s wait list. Renewal application must be submitted during the first round. The system can identify a renewal application and it will remain on the school’s wait list for the following school year. If a parent does not renew their child’s application by the deadline for the first round, the application is withdrawn for that application year.		
4.3.26	Once the first-round lottery is run, the system establishes wait lists. The parents receive an email notification from those schools offering seats to applicants. The parent can respond via their dashboard.		
4.3.27	The wait list is updated by the parent’s response to seat offers (i.e., accept the seat, decline the seat but stay on the wait list, remove from school’s wait list). A no response to the seat offer by the set deadline, will place the student back on the school’s wait list in the original order. The system automatically sends a seat offer to the next applicant on the wait list with seat declines or no responses.		
4.3.28	Customized wait list settings adhere to District policy. Parents can accept a seat at only one school if they receive multiple seat offers. Students stay on all the other schools’ wait lists. If a student declines a seat or does not respond and is placed back on the school’s wait list, that student does not get another seat offer until the school enters a new “bulk move” to offer additional seats.		
DESIRED FEATURES		YES	NO
4.4.1	Training program for staff or online tutorials available		
4.4.2	Capability for online school transfers		
4.4.3	Ability to revamp the District’s wait list process or easily adapt to any changes in the District policy		
4.4.4	Add new schools and combine existing wait lists as needed		
4.4.5	Show number of applicants on the wait list (total and by grade level)		
4.4.6	A filter to sort applications by priority ranking		
4.4.7	Ability to create custom extracts that can be scheduled		

5.2 Submit the cost structure of the proposed System.

5.3 Elaborate on the training opportunities offered with the proposed System.

5.4 Provide a statement acknowledging the urgency and capability of having the System complete, tested, and functioning by November 1, 2022.

6.0 REFERENCES

List three (3) Colorado school district references for which your company has completed similar services for projects of similar scope in the past 24 months.

6.1 Company Name _____
Address _____
Contact Person _____
Telephone _____
Email _____
Describe type of work/service performed or items supplied _____

6.2 Company Name _____
Address _____
Contact Person _____
Telephone _____
Email _____
Describe type of work/service performed or items supplied _____

6.3 Company Name _____
Address _____
Contact Person _____
Telephone _____
Email _____
Describe type of work/service performed or items supplied _____

7.0 EVALUATION AND AWARD

7.1 Written proposals will be evaluated on the following criteria. A cumulative point system will be used.

RFP Reference	Criteria	Points
	Overall adherence and suitability to RFP specifications and purpose	10
5.1	Inclusion of current System features	25
5.1	Inclusion of desired System features	25
5.2	Cost structure	20
5.3	Training opportunities	10
6.0	References and Experience with similar projects	10

7.2 Award shall be made to the most responsive and responsible Service Provider meeting the specifications and deemed to be in the best interest of the District.

7.2.1 Proposals that are clearly non-responsive to the stated requirements may be eliminated prior to evaluation.

7.2.2 Amendments or clarifications to the submitted proposals not requested by the District will not be accepted, nor considered in awarding the agreement.

8.0 REFERENCE EVALUATION (Top-ranked Service Provider)

References will be checked using the following criteria.

QUALIFICATION	STANDARD
Overall Performance	Were you pleased with the Service Provider’s performance? Would you engage with this Service Provider again, if given a choice?
Thoroughness	Did the Service Provider follow through with the project in the exact manner agreed upon, keeping you informed of status, and on-schedule? Was there connectivity between the sale, services provided, and final results?
Knowledge of Online School Choice Management Systems	Was there an understanding of professional practices, methodologies, and procedures? Were the reports complete, thorough, and accurate?
Specific Requirements	Was the Service Provider able to meet required schedules? Were the services accurate, complete, and professional? Was a dedicated representative assigned to your project?

9.0 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 sent to:

Poudre School District
Attention: Risk Management
2407 Laporte Ave
Ft. Collins, CO 80521
Please 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 shall not reduce the indemnification liability that Service Provider has assumed in section 9.1.

Commercial General Liability

Minimum Limits

- Each Occurrence Bodily Injury & Property Damage \$2,000,000
- General Aggregate \$3,000,000
- Products/Completed Operations Aggregate \$3,000,000
- Personal/Advertising Injury \$2,000,000
- Coverage must be written on an “occurrence” basis.
- 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.

Commercial Automobile Liability Providing Coverage for Owned, Non-Owned, and Leased or Hired Vehicles

- Bodily Injury & Property Damage
 Combined Single Limit Minimum \$1,000,000
- If Service Provider operates vehicles in performing any services under this Agreement, the policy shall be endorsed to include the following additional insured language: “Poudre School District R-1, its elected officials, employees, agents, and volunteers shall be named

as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Service Provider” 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. Copy of policy endorsement must be attached to the Certificate of Insurance.

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

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

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

Minimum Limits

- Per Loss \$1,000,000
- Aggregate \$3,000,000
- 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:

- 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.
- 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.
- 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.

Crime Coverage (for agreements allowing privileged access to network systems, valuable property, or sensitive data)

Minimum Limit Per Loss \$1,000,000

The policy shall include:

- Coverage for all directors, officers, agents, and employees of the Service Provider.
- Employee dishonesty, forgery and alteration, monies and securities, and computer (cyber) crime.
- Extended theft and mysterious disappearance.
- The policy shall not contain a condition requiring an arrest and conviction.
- Policy must be endorsed to cover Third Party Fidelity and include Poudre School District R-1 as a Loss Payee.

9.1 Indemnification. Service Provider shall indemnify and hold harmless the District and the District's Board members, employees, representatives, and agents from and against all liability arising from any suit, action, grievance, charge or proceeding brought in connection with or related to Service Provider's operations, provision of Services and/or conduct of any of its employees, volunteers, agents, or representatives. The indemnification and hold harmless obligation hereunder shall include all attorney fees, costs and expenses incurred by the District and/or the District's Board members, employees, representatives and/or agents in defense of said suits, actions, grievances, charges and/or proceedings. Nothing in this section or otherwise in this Agreement shall be construed in any way or applied in any manner as a compromise or waiver of the District's rights and protections under the Colorado Constitution or the Colorado Governmental Immunity Act.

10.0 MODEL FORMAT OF PROPOSAL

To simplify the review process and obtain the maximum degree of comparability, proposals must be organized in the manner specified below.

10.1 Title Page

10.1.1 Show the solicitation subject, the name of the proposing Service Provider, local address, telephone number, name of the contact person and the date.

10.2 Table of Contents

10.2.1 Include a clear identification of the material by section and by page number.

10.3 Letter of Transmittal – Limit to three (3) pages.

10.3.1 Briefly state the Service Provider’s understanding of the work to be done. Make a positive statement that deadlines specified in the RFP will be met.

10.3.2 State the names of the persons who will be authorized to make representations for the Service Provider, their titles, addresses, phone numbers, and email addresses.

10.4 Service Provider’s Approach

10.4.1 Submit a work plan to accomplish the scope defined in the Project Scope and Specifications section meeting the established critical deadlines for delivery.

10.4.2 Responses should be formatted in order, labeled as such, and follow the exact sequence of the solicitation Project Scope and Specifications section.

10.4.3 Clarification questions and requests for information throughout the RFP shall be clearly labeled with the section and subsection number and include the Service Provider’s response / comment.

10.4.4 All assumptions shall be clearly stated in the Service Provider’s response. Assumptions that are not clearly indicated, but raised later in the award process, may be grounds for the Service Provider’s response to be considered non-responsive.

10.4.5 No open-ended paragraphs or non-sequential responses will be accepted.

10.5 References

10.5.1 Provide references as requested in section 6.0.

10.6 Cost Proposal

10.6.1 Cost proposal and supporting documentation shall be clearly labeled “RFP 22-650-001.”

10.7 Proposal Certification Form

10.7.1 Submit the completed Proposal Certification Form in section 11.0.

11.0 PROPOSAL CERTIFICATION FORM

Proposals must be submitted and received in BidNet’s electronic solicitation portal on or before 2:00 p.m. MST on May 12, 2022.

The undersigned hereby affirms that:

- He/she is a duly authorized agent of the company issuing this proposal and that all information provided in the proposal is true and accurate.
- He/she has read the conditions and technical specifications, which were made available to the company in conjunction with this solicitation, and fully understands and accepts these terms unless specific variations have been expressly listed in the proposal.
- The company will adhere to all terms and conditions and provide, at a minimum, all services as expressed in the solicitation and/or the company’s proposal responding to the solicitation.
- The company meets or exceeds all the required criteria as specified by this solicitation, or if not, has submitted a Justification for Consideration addressing any failure to meet the criteria.
- The company’s proposal is being offered independently of any other Service Provider and in full compliance with the terms specified in sections 2.0 and 3.0 of the solicitation.
- The company will accept any awards made to it, contingent on agreement negotiation, as a result of this solicitation for a minimum of ninety (90) calendar days following the date and time of the solicitation opening.

Company Name _____

Mailing address _____

Signature of Agent _____

Printed Name _____

Title _____

E-mail address _____

Phone number _____

Contact Person _____

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

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

EXHIBIT A
POLICY JFBA – CHOICE / OPEN ENROLLMENT



JFBA - CHOICE / OPEN ENROLLMENT

Poudre School District affirms its commitment to assume a leadership role in supporting a culture of choice/open enrollment District-wide. The District's commitment to choice/open enrollment is grounded in the belief that parents know the learning style of their children and should have options from which to choose to meet their children's needs.

This policy shall apply only to District choice/open enrollment in kindergarten through 12th grade. Students residing within the District shall be assigned to attend their neighborhood school in grades K-12 unless an application for choice/open enrollment is granted, or unless a transfer is allowed or required. Students residing within and outside of the District who apply for choice/open enrollment in grades K-12 shall be allowed to attend any District school or participate in any District program of their choice on a space-available basis, subject to the provisions of this policy and governing law. As used in this policy, the term "choice/open enrollment" means parent/guardian-initiated enrollment of a student in a K-12 District school or program other than the school or program in which the student is currently enrolled or to which the student is currently assigned (hereinafter referred to as a "choice school or program"). As used in this policy, the term "option school or program" means a K-12 District choice school or program that does not have a neighborhood attendance area. As used in this policy, the term "program" means only a District International Baccalaureate (IB) Program, Core Knowledge Program, Expeditionary Learning Program or Bilingual Program.

GENERAL RULES

All principals shall maintain records of choice/open enrollments and transfers at their school, as well as documentation supporting all grants and denials of choice/open enrollment applications. Each principal is responsible for checking student enrollment records at his or her school to establish that every student is a resident of the school's neighborhood attendance area or has an approved authorization for choice/open enrollment or transfer.

Except as otherwise provided under this policy, students who reside within the District and who enroll through choice/open enrollment in any District school or program shall be granted admission for all grades served by the school or program. Except as otherwise provided under this policy, students who reside outside of the District and who enroll through choice/open enrollment in any District school or program shall be granted admission for each grade served by the school or program in which space is available, as determined each school year by the student's order of priority under the DETERMINING AVAILABILITY OF SPACE section below.

In the event of overcrowding of facilities at a choice school or program, students who reside outside of the District shall be selected for reassignment at each grade level in reverse chronological order of their admission. If the facilities remain overcrowded after all students who reside outside of the District have been reassigned, students who reside within the District shall be selected for reassignment at each grade level in reverse chronological order of their admission. A student may only be reassigned as provided in this paragraph if the student's parent/guardian is notified in writing of the reassignment prior to the deadline for first consideration of School Choice Applications applicable to the following school year when the reassignment takes effect. Under no circumstances shall students be reassigned as provided in this paragraph if they reside within the attendance area of the neighborhood school where they are enrolled.

In implementing its choice/open enrollment policy and applying it in particular circumstances, the District is not required to:

1. Make alterations in the structure of a requested school or make alterations to the arrangement or function of rooms within a requested school.
2. Establish and offer any particular program in a school if such program is not currently offered in the school.
3. Alter or waive any established eligibility criteria for participation in a particular program, including age requirements, course prerequisites, and/or required levels of performance.
4. Create additional space in the requested school or program by changing resources or staffing allocations.
5. Enroll any nonresident student in any school or program after the pupil enrollment count day of the then-current school year.

An application for choice/open enrollment may be denied based on the following criteria:

1. There is a lack of space or teaching staff within a particular program or school requested. Space availability shall be contingent upon District class size guidelines, subject availability, and enrollment projections. The District may reserve a reasonable number of spaces for students who move into a school's neighborhood attendance area during the school year.
2. The requested school does not offer appropriate programs, or does not have the necessary resources or facilities to meet the student's special needs, or does not offer a particular program requested.
3. The student does not meet the established eligibility criteria for participation in a particular program, including age requirements, course prerequisites, and required levels of performance.

4. The student has been expelled from any school district during the preceding 12 months, or has engaged in behavior in another school district during the preceding 12 months that was detrimental to the welfare or safety of other students or of school personnel.
5. The student has been expelled at any time or is in the process of being expelled as a habitually disruptive student; or for committing one of the following offenses on school grounds, in a school vehicle or at a school activity or sanctioned event, as provided under state law: (a) possession of a dangerous weapon without the authorization of the school or the school district; (b) the use, possession or sale of a drug or controlled substance; and/or (c) the commission of an act that if committed by an adult would be robbery, first-degree assault or second-degree assault.
6. The student has graduated from the 12th grade of any school or has received a document evidencing completion of the equivalent of a secondary curriculum.
7. Enrollment/population projections at a particular school or schools show a substantial growth in the attendance area such that overcrowding is considered likely.

Approval of a choice/open enrollment application shall be subject to the following requirements:

1. The student must commit and plan to remain in the school or program of choice for at least the remainder of the school year for which the student was admitted.
2. A student who wishes to enroll in a different choice school or program or has moved out of a school's neighborhood attendance area and wishes to continue at the same school for the following school year must submit a School Choice Application in accordance with this policy.
3. Approval of choice/open enrollment in a particular school or program for one child in a family does not guarantee that choice/open enrollment will be approved for any other children in the family to attend that same school or program of choice, except with respect to multiple birth siblings as otherwise provided under this policy.
4. Determinations regarding availability of space, eligibility and acceptance into a choice school or program shall be based on each student's residence as of the first day of school in the school year in which the student wishes to begin attending the requested choice school or program.

CHOICE/OPEN ENROLLMENT PROCESS

APPLICATIONS

School Choice Applications shall be submitted online through the District's Internet website, which may be accessed from computers available at each of the District's schools or from any off-site location.

School Choice Applications may not be submitted before the first day of class at the beginning of the school year prior to the school year in which a student wishes to begin attending a particular District choice school or program. The deadline for first consideration of School Choice Applications for the following school year is the third Friday in January. School Choice Applications may be submitted after the first consideration deadline until the first day of class at the beginning of the school year of requested enrollment.

Except as otherwise provided in this paragraph, a parent/guardian shall complete and submit one School Choice Application for each child in the family who is applying for choice/open enrollment. A parent/guardian of multiple birth siblings (i.e., twins, triplets, etc.) may, but is not required to, complete and submit one School Choice Application covering all such siblings. In those cases where a parent/guardian elects to complete and submit one School Choice Application covering all multiple birth siblings, those siblings shall be considered together when determining availability of space and eligibility, shall only be admitted together and only if space is available for all of them and each is eligible, and shall be placed on the waiting list together if space is not available for all of them.

As part of the online application process, the date and time of the application will be displayed and a School Choice Application confirmation notice will be sent to the parent/guardian. The parent/guardian is strongly encouraged to print and retain this confirmation information because if an application is misplaced or processed incorrectly, the parent's/guardian's confirmation printout may be considered proof that a School Choice Application was submitted in a timely manner.

Kindergarten students must register in the school serving their neighborhood attendance area even if an application is pending for their choice/open enrollment or transfer to another school or program, in order to provide notice allowing the neighborhood school to provide for adequate staffing and other resources to serve those students whose applications are denied.

DETERMINING AVAILABILITY OF SPACE

As soon as possible after the first consideration deadline, a determination shall be made as to the number of spaces available for the following school year at each grade level served by the school or program. This determination shall be based on the projected enrollment of neighborhood students (if applicable) and the availability of programs,

space and teaching staff. Unless otherwise provided under this policy, new and currently enrolled students who reside within the attendance area of a neighborhood school shall be entitled to attend that neighborhood school (this provision will obviously not apply to option schools and programs). New and currently enrolled students who wish to enroll or return to their neighborhood school for the following school year do not need to submit a School Choice Application.

New and currently enrolled students who wish to enroll in a different choice school or program, or currently enrolled students who have moved out of a school's neighborhood attendance area and wish to continue at the same school for the following school year, must submit a School Choice Application in accordance with this policy. For each grade level where the number of choice/open enrollment applicants exceeds the number of spaces available, the determination of space availability for each applicant shall be made based on the following order of priority:

1. Students who reside within the District and wish to continue attending a choice school in which they are currently enrolled, and students who reside within the District and wish to continue attending a District choice program in which they are currently enrolled that spans different grade levels and schools.
2. New student applicants who reside within the District who are siblings of a student that is currently enrolled in the school and will be attending at the same time as the applicant, and who live at the same residence as the currently enrolled student.
3. New student applicants who reside within the District and whose parent/guardian is employed at the District.
4. New student applicants who reside within the District and are not siblings of a currently enrolled student living at the same residence or the child of a District employee.
5. Students who reside outside of the District and wish to continue attending a choice school in which they are currently enrolled, students who reside outside of the District and wish to continue attending a District choice program in which they are currently enrolled that spans different grade levels and schools, and students who reside outside of the District and whose parent/guardian is employed at the District.
6. New student applicants who reside outside of the District who are siblings of a student that is currently enrolled in the school and will be attending at the same time as the applicant, and who live at the same residence as the currently enrolled student.
7. New student applicants who reside outside of the District and are not siblings of a currently enrolled student living at the same residence or the child of a District employee.

If the number of choice/open enrollment applicants exceeds the number of spaces available within any of the foregoing priority levels at any grade level, the order of priority within that level shall be determined by lot.

DETERMINING ELIGIBILITY

With respect to each choice/open enrollment applicant for whom space is available, eligibility shall be determined based on the considerations specified within the GENERAL RULES set forth above.

Eligibility determinations under the GENERAL RULES regarding students with disabilities shall be considered, when space is available, in accordance with applicable state and federal laws. The student's current IEP or Section 504 Plan shall be used to determine if the requested school or program will appropriately meet the student's needs with or without legally required accommodations. If the student is admitted, the District may require a staffing to update the student's IEP or Section 504 Plan. The enrollment of every student with disabilities who resides outside of Poudre School District is also contingent upon the student's school district of residence entering into a written contract with Poudre School District for the payment of tuition to cover excess costs incurred in educating the student, as authorized by law. The tuition charge shall be determined pursuant to guidelines developed by the Colorado Department of Education in accordance with applicable provisions of the Exceptional Children's Educational Act.

Whenever a choice/open enrollment applicant is determined not to be eligible to fill an available space, the next applicant in order of priority shall be evaluated for eligibility.

ACCEPTANCE

As soon as possible after eligibility determinations have been made regarding the applicants for whom space is available in their school or program of choice, the applicants and their parents/guardians shall be notified in writing of the grant or denial of their applications for choice/open enrollment. Applicants who are notified of their acceptance may choose not to enroll in the choice school or program at that time, in which case they shall be placed on the appropriate waiting list if they so request. For each accepted applicant who chooses not to enroll, the next eligible applicant in order of priority shall be notified of his or her acceptance.

The District reserves the right to rescind and/or amend any or all choice/open enrollments, including the reassignment of choice/open-enrolled students to their neighborhood schools or to other choice schools or programs with available space, if it determines that: (1) the choice/open enrollment was obtained through misrepresentation or nondisclosure of a material fact, or a representation in the application process that is otherwise determined to be inaccurate; (2) there is overcrowding of facilities in the choice school or program; (3) the choice school discontinues a particular program; (4) the choice school or program cannot continue to meet the special needs of the student; (5) the student no longer satisfies the eligibility

criteria or level of performance required by the choice school or program; or (6) for other reasons authorized by law and considered by the District to be in the best interest of the student and/or the school or program.

WAITING LIST

Choice/open enrollment applicants who have submitted applications before the first consideration deadline and who are notified that space is not available in the grade level of the choice school or program to which they have applied shall be placed on an in-District waiting list or out-of-District waiting list, depending on the location of their residence, in accordance with their previously determined order of priority under the DETERMINING AVAILABILITY OF SPACE section above.

Choice/open enrollment applicants who have submitted applications after the first consideration deadline and who are notified that space is not available in the grade level of the choice school or program to which they have applied shall be placed on the in-District waiting list or out-of-District waiting list, depending on the location of their residence, in accordance with their order of priority under the DETERMINING AVAILABILITY OF SPACE section above.

In-District and out-of-District waiting lists shall be continually adjusted to ensure that the students thereon are in the order of priority specified under the DETERMINING AVAILABILITY OF SPACE section above. When making such adjustments, the order of students within each priority level shall be determined by their length of time on the waiting list.

Whenever space becomes available in the grade level of an elementary choice school or program that has a waiting list, applicants shall be considered for acceptance at that time in order of their placement on the waiting list based on the considerations specified within the DETERMINING ELIGIBILITY and ACCEPTANCE sections above, with students on the out-of-District waiting list considered only if there are no students on the in-District waiting list for the same grade level. Whenever space becomes available in the grade level of a secondary choice school or program that has a waiting list, applicants shall be considered for acceptance at the beginning of the next semester in order of their placement on the waiting list based on the considerations specified within the DETERMINING ELIGIBILITY and ACCEPTANCE sections above, with students on the out-of-District waiting list considered only if there are no students on the in-District waiting list for the same grade level. In lieu of consideration for acceptance when space becomes available, applicants may choose to remain on the waiting list. For each such applicant who chooses to remain on the waiting list, the next applicant on the waiting list shall be considered for acceptance.

Until they are considered for acceptance, students shall remain on their respective waiting lists for each year they are eligible to attend the choice school or program to which they have applied, but only if they provide written notice on or before the first consideration deadline each year that they wish to remain on the waiting list to be considered for admission the following school year.

TRANSFERS

Students may be allowed or required to transfer out of their neighborhood school or the choice school or program in which they are currently enrolled. The transfer process may not, however, be used to accomplish choice/open enrollment when a School Choice Application was not submitted in a timely manner, when choice/open enrollment procedures were otherwise not properly followed, or when a School Choice Application was denied.

The District may initiate student transfers authorized under this policy. Also under this policy, parents/guardians may submit applications for transfer to the principal of the school they would like the student to attend, with a copy to the assistant superintendent of elementary schools or the assistant superintendent of secondary schools, as appropriate. Such transfers will be evaluated on a case-by-case basis and must be approved by an assistant superintendent. Circumstances under which a transfer may be allowed or required include, but are not limited to, the following:

1. Special circumstances or other good cause affecting the education and/or welfare of the transferring student or other students or staff members make it necessary or advisable to allow or require the transfer.
2. When a parent or guardian has a home under construction or is in the process of purchasing a home, the student may be allowed to transfer to the school serving the neighborhood in which the new home is located.
3. When school attendance boundaries are changed, special provisions may be made by the District that shall take precedence over all other provisions of this policy.

TRANSPORTATION

Students may be required to furnish their own transportation to the choice school or program in which they are enrolled, unless it is determined that transportation is necessary for the District to comply with the requirements of state and federal law, including state and federal laws concerning homeless students and students with disabilities.

ATHLETICS

Eligibility for participation in interscholastic athletics will be determined in accordance with the rules of the Colorado High School Activities Association.

NONDISCRIMINATION

In implementing this policy, the District and its employees shall not discriminate on the basis of race, color, religion, national origin, ancestry, sex, sexual orientation or disability.

APPEALS

Appeals regarding the application of this policy with respect to any student shall be made to the superintendent, and the superintendent's decision and order (if any) shall be final.

Adopted by Board: April 1972
Revised by Board: July 1974
Revised by Board: August 1979
Revised by Board: September 1980
Revised by Board: April 1982
Revised by Board: April 1988
Revised by Board: August 1990
Revised by Board to conform with practice: May 22, 1995
Revised by Board: April 28, 1997
Revised by Board: November 25, 2002
Revised by Board: October 11, 2004
Revised by Board: September 26, 2005
Revised by Superintendent: April 23, 2007, effective July 1, 2007
Revised by Superintendent: April 7, 2008, effective July 1, 2008
Revised by Superintendent: May 4, 2009, effective July 1, 2009
Revised by Superintendent: November 14, 2011, effective July 1, 2012
Revised by Superintendent: January 19, 2015, effective July 1, 2015
Revised by Superintendent: June 6, 2016, effective July 1, 2016
Revised by Superintendent: May 22, 2017, effective July 1, 2017
Revised by Superintendent: June 14, 2018, effective July 1, 2018
Revised by Superintendent: April 29, 2019, effective July 1, 2019
Revised by Superintendent: September 9, 2021

LEGAL REFS:

C.R.S. 22-1-102
C.R.S. 22-32-110(1)(m)
C.R.S. 22-32-116
C.R.S. 22-33-106
C.R.S. 22-36-101, et seq.

CROSS REFS:

IHBG, Home-Based Education
JC, School Attendance Areas
JFABD, Homeless Students
JGA, Assignment of New Students to Classes and Grade Levels
JKC, Discipline of Habitually Disruptive Students
JKDA/JKEA, Grounds for Suspension/Expulsion of Students

EXHIBIT B
SAMPLE SOFTWARE AGREEMENT

**SOFTWARE SERVICES AGREEMENT
BETWEEN {CONTRACTOR}
AND POUFRE SCHOOL DISTRICT R-1**

This Software Services Agreement (“Agreement”) is entered into this ____ day of {DATE}, by and between Poudre School District R-1 (“District”) and {CONTRACTOR NAME} (“Contractor”). The District and the Contractor are collectively referenced herein as the “parties.” In consideration of the mutual covenants and promises contained in this Agreement, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Term of Agreement.**

1.1. This Agreement shall commence on the date first set forth above and continue through and including {DATE}, unless earlier terminated as provided herein.

1.2. 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.

1.3. **Termination For Cause.** Notwithstanding the provisions of section 1.2 above, 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.

1.4. **Termination Without Cause.** Notwithstanding the provisions of sections 1.2 and 1.3 above, the District or the Contractor 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.

2. **Deliverables and Purchase Price.**

2.1. {DELIVERABLES AND SERVICES}

2.2. {TOTAL COST}

2.3. The Contractor grants the District a non-exclusive, non-transferable, non-sublicensable license to access and use, and permit authorized users to access and use the Services solely in the United States during the term of the Agreement.

2.4. The District shall access and use the Services solely for non-commercial instructional and administrative purposes within the District. Further, the District shall not, except as expressly authorized or directed by the Contractor: (a) copy, modify, translate, distribute, disclose or create derivative works based on the contents of, or sell, the Services, or any part thereof; (b) decompile, disassemble or otherwise reverse engineer Services or otherwise

use the Services to develop functionally similar products or services; (c) modify, alter or delete any of the copyright, trademark, or other proprietary notices in or on the Services; (d) rent, lease or lend the Services or use the Services for the benefit of any third party; (e) avoid, circumvent or disable any security or digital rights management device, procedure, protocol or mechanism in the Services; or (f) permit any authorized user or third party to do any of the foregoing. The District also agrees that any works created in violation of this section 2.10 are derivative works, and, as such, the District agrees to assign, and hereby assigns, all right, title and interest therein to the Contractor.

2.5. The District agrees, subject to the limited rights expressly granted hereunder, that all rights, title and interest in and to all Services, including all related IP Rights, are and shall remain the sole and exclusive property of Contractor or its third-party licensors. “IP Rights” means, collectively, rights under patent, trademark, copyright and trade secret laws, and any other intellectual property or proprietary rights recognized in any country or jurisdiction worldwide. The District shall notify Contractor of any violation of Contractor’s IP Rights in the Services, and shall reasonably assist Contractor as necessary to remedy any such violation. Contractor Services are protected by patents.

2.6. The District understands and agrees that its students’ access to and use of the Services under this Agreement requires that it disclose confidential student records and information, as that term is defined below, to the Contractor. The Contractor understands and agrees that if it fails to comply with any of the requirements under sections 4, 5, 6 or 7 below at any time during or after the term of this Agreement the District may, as applicable, terminate the Agreement and/or disqualify the Contractor from future agreements with the District.

3. **Definitions.**

3.1. 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 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.

3.2. 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 Contractor.

3.3. 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 Contractor. Confidential student records and information does not include “de-identified confidential student records and information,” as defined in section 3.5 below.

3.4. 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.

3.5. 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.

3.6. As used in this Agreement, “securely destroy” is defined as removing confidential student records and information from the Contractor’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 Contractor’s normal course of business.

3.7. 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.

4. **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 Contractor 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.

5. **Security of Confidential Student Records and Information.**

5.1. The Contractor 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 Critical Security Controls, as amended, to secure such confidential student records and information from unauthorized access, disclosure, alteration and use. The Contractor 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 Contractor 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.

5.2. The Contractor shall conduct periodic risk assessments and remediate any identified security vulnerabilities in a timely manner. The Contractor 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.

6. **Use of Confidential Student Records and Information.**

6.1. Under the Agreement, Contractor 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 6.2 below, Contractor shall not disclose confidential student records and information, in whole or in part, to any other party; (b) Contractor shall not use any confidential student records or information to advertise or market to students or their parents/guardians; (c) Contractor 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 Contractor shall, as directed in writing by the District, initiate the process to 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.

6.2. Contractor may to the extent necessary to perform its obligations under the Agreement disclose confidential student records and information to subcontractors as identified in Exhibit {XX} (“Subcontractors”), hereinafter attached and made part of this Agreement, pursuant to written subcontracts specifying the purpose of the disclosure and providing that: (a) Subcontractors shall not disclose confidential student records and information, in whole or in part, to any other party; (b) Subcontractors shall not use any confidential student records or information to advertise or market to students or their parents/guardians; (c) Subcontractors shall access, view, collect, generate and use confidential student records and information only to the extent necessary to assist Contractor in performing its obligations under the Agreement; and (d) at the conclusion of their work under their subcontracts Subcontractors shall, as directed by the District through the Contractor, 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.

6.3. Contractor and Subcontractors 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 Contractor or Subcontractors re-identify or attempt to re-identify any de-identified confidential student records and information.

6.4. Contractor and Subcontractors 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 Contractor or Subcontractors, shall respond to all parent/guardian and eligible student requests to inspect and review records, data and other information.

7. **School Service Contract Provider.** Contractor is a “school service contract provider” under the Colorado Student Data Transparency and Security Act (the “Act”). 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 contract 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.

7.1. As a school service contract provider under the Act, the Contractor has provided the following information attached Exhibit {XX} (a) the data elements of confidential student records and information that Contractor 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 Contractor collects the confidential student records and information; and (c) how the Contractor uses and shares the confidential student records and information. Contractor shall update this information as necessary to maintain accuracy.

7.2. Contractor 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.

8. **Remedies.** If Contractor or Subcontractors fail to comply with any of the foregoing requirements in sections 4, 5, 6 or 7 at any time during or after the term of the Agreement the District may, as applicable, terminate the Agreement and/or disqualify Contractor and any one or more of Subcontractors from future contracts and subcontracts with the District.

9. **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.

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

{VENDOR INFORMATION}

10. **Insurance.** Contractor 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 Contractor with limits and or coverages that do not meet the requirements

does not waive the requirements and the Contractor 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. Contractor 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 sent to:

Poudre School District
 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 Contractor. Contractor 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 10 shall not reduce the indemnification liability that Contractor has assumed in section 11.

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 Contractor even if those limits of liability are in excess of those required by this Agreement.

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

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. Contractor 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 Contractor'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.

11. **Indemnification.** The Contractor 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 Contractor, or its employees, agents, Subcontractors, or assignees related to the terms of this Agreement and any Services provided under this Agreement.

12. **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.

13. **General Provisions.**

13.1. **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.

13.2. **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.

13.3. **Press Contacts/News Releases.** The Contractor 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.

13.4. **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.

13.5. **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.

13.6. **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.

13.7. **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.

13.8. **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.

13.9. **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 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.

13.10. **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.

13.11. **Headings.** The headings used in this Agreement are for convenience only and shall have no effect upon the construction or interpretation of this Agreement.

13.12. **Entire Agreement.** This Agreement 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.

13.13. **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.

13.14. **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.

IN WITNESS WHEREOF, the District and the Contractor have signed this Agreement as of the date first set forth above.

{VENDOR}

POUDRE SCHOOL DISTRICT R-1

By: _____

By: _____

{NAME}
{TITLE}

{NAME}
{TITLE}

By: _____

{NAME}
{TITLE}

SAMPLE ONLY: MODIFICATIONS TO THIS DOCUMENT ARE NOT PERMITTED

EXHIBIT B-1
SAMPLE STUDENT DATA DOCUMENT

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