



PARK HILL SCHOOL DISTRICT

DEPARTMENT OF TECHNOLOGY

7703 NW BARRY ROAD

KANSAS CITY, MO 64153

Phone: 816-359-6104

Email: RFP_Tech@parkhill.k12.mo.us

REQUEST FOR PROPOSAL NUMBER: TE1118

The Park Hill School District, Department of Technology, will accept proposals from qualified persons or firms interested in providing the following:

KEYBOARDING APPLICATION

IN ACCORDANCE WITH THE ATTACHED SPECIFICATIONS

PROPOSALS MUST BE RECEIVED BY APRIL 5, 2021 AT 1:00 PM CST

PLEASE MARK YOUR EMAIL "Proposal No. TE1118" AND EMAIL TO:

Park Hill School District, Department of Technology

RFP_Tech@parkhill.k12.mo.us

It is the responsibility of interested firms to check the District's website at: <https://bit.ly/phsdrequests> for any addendums prior to the opening date and time of this proposal. All addendums must be signed and included with the submitted response.



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1. DESCRIPTION OF PROJECT AND SERVICES

1.1 RFP OBJECTIVE

The purpose of this Request for Proposal (RFP) is to select an educational keyboarding application for kindergarten through twelfth grade students, as per the scope and requirements sections below.

1.2 ABOUT THE PARK HILL SCHOOL DISTRICT

The Park Hill School District is in the southern third of Platte County, located just north of downtown Kansas City, Missouri. Park Hill is a public school district, serving students in pre-kindergarten through grade 12. The district includes 11 elementary schools, four middle schools, three high schools (including an alternative high school), a day school, and an early childhood education center. Park Hill School District has approximately 1,700 students enrolled in grades K-1, 3,500 students in grades 2-5 and 6,500 students in grades 6-12. The district employs approximately 1766 staff members, of which 939 are teachers.

1.3 PROJECT SCOPE

Park Hill School District is seeking an educational keyboarding application by a credible and qualified provider primarily for our second grade through fifth grade students. Additionally, we are interested in procuring a keyboarding application for our kindergarten through first grade students using touch key functions on iPads as well as an application for our sixth through twelfth grade students.

The Park Hill School District understands this may require different applications for the three groups mentioned above. Please respond accordingly to the requirements and pricing sections below.



1.4 RFP TIMELINE AND DUE DATES

Item	Due Date	Delivery Method	Responsible Party
RFP Issue Date	March 12, 2021	Website posting	Park Hill School District
Questions Due	March 19, 2021 at 10:00AM CST	Email on or before due date	Participating provider
Responses Posted	March 19, 2021	Addendum to website posting	Park Hill School District
Proposals Due	April 5, 2021 at 1:00 PM CST	Email on or before due date	Participating provider
Selected providers may be invited for demonstrations	Week of April 5, 2021	Virtual	Participating provider
Selected providers may be requested to provide access for a pilot program	April 12 through June 30, 2021	To be determined by the provider	Participating provider
Notice of award	No later than June 30, 2021	Email/Phone	Park Hill School District

1.5 PROPOSAL REQUIREMENTS

- A. Respondents must address all information specified by this RFP.
- B. PHSD reserves the right to verify any information contained in the respondent's response, and to request additional information after the RFP response has been received. Any supplemental information provided will become a part of the proposal.
- C. Marketing brochures included as part of the main body of the proposal response may be submitted as an attachment.
- D. Respondent shall bear all costs associated with preparing and submitting responses to this RFP and the subsequent evaluation phase. Park Hill School District's acceptance of the provider's response in no way obligates it to purchase any products or services offered by the provider.
- E. All pricing on proposed items shall be held without increase for at least one year from award date. The district reserves the right to routinely make inquires of the successful respondent on price decreases at any stage throughout the "held" period.



2. RESPONSE GUIDELINES

2.1 INSTRUCTIONS TO RESPONDENTS

- A. All questions should be submitted to RFP_Tech@parkhill.k12.mo.us and will be addressed by the district. If there is significant information deemed necessary to be communicated to all potential responders an addendum(s) may be issued and posted on the district's website. All addendums(s) must be signed and included with the submitted proposal.
- B. It is the responsibility of each respondent before submitting a response to examine the proposal documents thoroughly and request an interpretation or clarification soon after discovering any conflicts, ambiguities, errors, or omissions in the proposal documents. **Requests for clarification must be received no later than 10:00 AM on March 19, 2021.**
- C. The email must contain this proposal number, name, date, and numbered questions. Park Hill School District will not answer questions transmitted through facsimile or methods other than set forth in this paragraph. All questions will be answered in an addendum, after question due date. Park Hill School District is not responsible for questions not received on or before the due date, including emails lost due to spam filters or technical issues.
- D. Proposals submitted on separate forms are not acceptable unless specified in the RFP document. Failure to complete proposal forms to the satisfaction of the Park Hill School District may result in the rejection of the proposal.
- E. Acceptance of this proposal or any part thereof, in writing, within one hundred twenty (120) days after the closing date by the Department of Technology shall constitute a legal and binding agreement; wherein, the supplier shall furnish the supplies or material in accordance with the specifications and proposal offer on the written order of the Superintendent.
- F. Proposals may be modified, cancelled, or withdrawn prior to the above referred time and date only upon written notice received by the district before referenced time and date. Proposals may not be withdrawn for a 90-day period following the time and date for the receipt of proposals.
- G. Proposals will be made on the enclosed form. Respondents are requested to comply in all respects with the RFP documents and the instructions to respondents.
- H. Respondents are reminded that the District is exempt from sales taxes. Tax exemption certificates will be issued upon request.



2.2 TERMS AND CONDITIONS

In submitting a response to this Request for Proposal respondents hereby understand the following:

- A. Park Hill School District (PHSD) reserves the right to reject any and/or all submittals and responses to these and/or related documents, to accept any item(s) in the submittal, to waive any irregularity in the submittals, and further if determined to be non-responsive in any form, or if determined to be in the best interest of Park Hill School District.
- B. PHSD interprets the term "Lowest Responsible and Best Proposer" as requiring PHSD to: (a) choose between the kinds of materials, goods, wares, or services subject to the proposal, and (b) determine which proposal is most suitable for its intended use or purpose. PHSD can consider, among other factors, such things as references, past performance, the availability of service(s), maintenance, performance of product and labor cost of items upon which proposals are received. Responses will be rejected if all proposal specifications are not met.
- C. The respondent, if an individual, verifies he/she is of lawful age and competent to enter into and perform the work contemplated and if a corporation, is duly incorporated and authorized to do business in this state.
- D. This proposal is made without any understanding or agreement with any other person, firm or corporation submitting a proposal for the same purpose and this proposal in all respects is fair and without collusion or fraud.
- E. No member of the Board of Education of this district, nor any officer, employee, or person whose salary is paid by said district, in whole or in part, is directly or indirectly interested in this proposal or any portion of the profits.
- F. The prices stated herein are net, exclusive of all federal, state, and municipal sales and excise taxes.
- G. Alternate proposals (two or more proposals submitted) will be considered for an award. Park Hill School District reserves the right to make the final determination of actual equivalency or suitability of such proposals with respect to requirements outlined herein. The proposals submitted, and any further information acquired through interviews or demonstrations, will become and is to be considered a part of the final completed contract. If there is any variance or conflict, the proposal specifications will control.
- H. Respondents MUST email completed copies of this entire document to the Park Hill School District at RFP_Tech@parkhill.k12.mo.us on or before the date and time specified. Proposals received after that time will not be accepted nor considered.
- I. Proposals submitted may not be withdrawn for a period of 90 days immediately following the opening of this Request for Proposal.



- J. It is the responsibility of each respondent, before submitting a proposal to examine the documents thoroughly, and request written interpretation or clarifications soon after discovering any conflicts, ambiguities, errors, omissions in the RFP documents. **Requests for clarification must be sent to: RFP_Tech@parkhill.k12.mo.us and received no later than March 19, 2021 at 10:00 AM.** The email must contain this proposal number, name, date, and numbered questions. PHSD will not answer questions transmitted through facsimile or methods other than set forth in this paragraph. All questions will be answered in an addendum, after question due date. PHSD is not responsible for questions not received on or before the due date, including emails lost due to spam filters or technical issues.
- K. All requested information must be supplied. If respondents cannot respond to any part of this request, respondents should state the reason they cannot respond and note an exception. Respondents may provide supplemental information to assist Park Hill School District in analyzing its proposal.
- L. All proposals should be valid and constitute an irrevocable offer to contract on the terms and conditions contained in this Request for Proposal for one hundred twenty (120) days after opening. Contracts entered based on submitted proposals are revocable if contrary to law.
- M. All project participants, consultants, engineers, contractors, and subcontractors must comply with all applicable federal, state, and local laws pertaining to contracts entered by governmental agencies. All participants must comply with the Americans with Disabilities Accessibility Guidelines (ADAAG).
- N. The respondent hereby certifies that this Request for Proposal has been carefully and thoroughly reviewed and the nature and scope of work to be done is understood. The respondent acknowledges the response is based upon the terms, specifications, requirements, and conditions of the Request for Proposal documents. The respondent further agrees that the performance time specified is a reasonable time, having carefully considered the nature and scope of the project as aforesaid.
- O. It will be understood that any submittal and/or all referencing information submitted in response to this Request for Proposal will become the property of Park Hill School District and will not be returned. As an educational entity, PHSD is subject to making records available for disclosure after Board of Education approval of the recommendation.
- P. PHSD will not be responsible for any expenses incurred by any respondent in the development of a response to this Request for Proposal including any onsite (or otherwise) interviews and/or presentations, and/or supplemental information provided, submitted, or given to Park Hill School District and/or its representatives.



- Q. By submission of a response, the respondent agrees that at the time of submittal, he or she:
- (1) has no interest (including financial benefit, commission, finder's fee, or any other remuneration) and will not acquire any interest, either direct or indirect, that would conflict in any manner or degree with the performance of the respondent's services, or (2) benefit from an award resulting in a "conflict of interest". A "conflict of interest" will include holding or retaining membership, or employment, on a board, elected office, department, or committee sanctioned by and/or governed by the Park Hill School District Board of Education. Respondents will identify any interests, and the individuals involved, on separate paper with the response and will understand that PHSD may reject their proposal. The respondent certifies that this proposal is submitted without collusion, fraud, or misrepresentation as to other respondents, so that all proposals for the project will result from free, open, and competitive proposals among all respondents.
- R. Park Hill School District will issue a purchase order/contract for the acquisition of services specified because of an award made in reference to this document. Contract documents will be subject to any regulations governed by the laws of the State of Missouri and any local resolutions specifically applicable to the purchase.
- S. Any dispute arising out of the contract documents or their interpretation will be litigated only within the courts of the State of Missouri.
- T. All associated costs required to complete project as specified should be included in your final proposal.
- U. PHSD reserves the right to request a written extension of their proposal price through a specific date.

2.3 EVALUATION CRITERIA

Park Hill School District will review all responses submitted by the due date as defined in section.

The evaluation will include, but is not limited to:

- Provider's qualifications
- Provider's ability to meet or exceed the requirements
- Pricing
- Completeness and quality of response
- Provider's services -- Implementation, consultancy, training, and technical support
- Presentation, if selected for demonstration
- Pilot program feedback
- System flexibility and quality
- References



2.4 PRESENTATIONS

As part of the review process, the Park Hill School District might ask the provider to formally present its response. Any costs associated with the presentation, including travel and calling costs will be the responsibility of the provider.

2.5 ADDENDUMS

Any addendum(s) will be posted to the Park Hill School District Requests for Proposal and Bids website at <http://bit.ly/phsdrequests>. Respondents are responsible for checking the website and acknowledging any addendums in their response.



3. PROVIDER QUALIFICATIONS

3.1 ABOUT THE PROVIDER

Please supply a brief description of your company, including the number of years in operation and the number of employees.

[INSERT RESPONSE HERE]

3.2 INDUSTRY EXPERIENCE

Please describe and provide examples to demonstrate your industry experience and long-term viability providing keyboarding applications for K-12 education. Please share your focus and commitment to K-12 clients.

[INSERT RESPONSE HERE]

Describe what you think differentiates your organization from other industry providers.

[INSERT RESPONSE HERE]

3.3 PROPOSED PROJECT TEAM

Please provide information about the implementation team and departments involved in delivering the proposed solution to Park Hill School District and reference their industry experience.

[INSERT RESPONSE HERE]

3.4 CUSTOMERS

Please supply a sample list of your active K-12 educational clients with at least 10,000 students who purchased a paid subscription and are currently using your product.

[INSERT RESPONSE HERE]

Please provide the total number of K-12 schools and school districts using your paid subscription product.

Total K-12 school districts served -

Total individual K-12 schools served -



3.5 REFERENCES

Please supply the name of three K-12 references.

[INSERT RESPONSE HERE]

3.6 PARTNERING

Provide the names of any partners relevant to this RFP. Please describe their role in the response and any products and/or services the partner might supply.



4. PROPOSED SOLUTION

4.1 PRODUCT- KEYBOARDING APPLICATION

Product name: [INSERT RESPONSE HERE]

Brief description: [INSERT RESPONSE HERE]

Current version: [INSERT RESPONSE HERE]

Year released: [INSERT RESPONSE HERE]

4.2 REQUIREMENTS AND SUPPLIER CAPABILITY

Response Key

Please insert the applicable answer into the 'Response' column of the table below.

- YES Yes, this feature is available as part of the standard package
- YES-P Yes, only partially (please describe in detail, or we reserve the right to change this response to NO)
- YES-C Yes, this feature is available but required customization
- FR This feature will be available in a future release (within the next 6 months)
- NO This feature is not available in the system
- N/A Not applicable



REQUIREMENTS

Requirement	Response	Details
Technical Requirements		
Supports single sign-on (SSO). Please list all supported SSO solutions (SAML, Clever, Microsoft, Google and ClassLink)		
Supports the OneRoster standard for SIS integration/class rostering		
Supports Clever integration		
Supports Secure File Transfer integration		
Supports nightly roster syncing		
Support for all major browsers, including Chrome, Edge, Safari and Firefox on all operating systems		
Meets and accepts the terms of Park Hill School District’s Data Privacy Agreement (Appendix A)		
Provides integration with Schoology or Seesaw		
Has a defined disaster recovery process with hosted sites in different geographic regions within the United States		
Session timeout for logged in users		
Does not utilize Flash		
Supports HTML5		
Functional Requirements		
Promotes self-directed learning requiring minimal teacher intervention		
Adaptive lessons – Becomes more difficult as student progresses		
Requires minimal training for staff, teachers, and students		
Provides keyboarding lessons suitable for grade levels 2 through 5		



Provides keyboarding lessons suitable for grade levels 6 through 12		
Supports touch keyboard typing on iPads for grades K through 1		
Provides badging, reward, or achievement systems for student success		
Intuitive, modern, visually appealing design		
Allows teachers to assign lessons		
Allows teachers to monitor progress		
Allows student progress tracking across school years		
Provides short lessons – 10 minutes or less		
Provides audio instructions for those with less reading ability		
Provides alternate language instructions for English Language Learners		
Provides corrective prompts		
Training Requirements		
Training for district technology administrators		
Training materials (documents and videos) for teachers and students		
Support Requirements		
A dedicated account manager		
Defined SLA's		
Uptime guarantees and liquidated damages		
Ability to support via email, phone, and chat		
Maintenance windows outside of non-peak hours		
Status page showing current status of services		



4.3 CUSTOMIZATIONS OR CONFIGURATION

If your system requires any customizations or configurations to meet our requirements (and you can provide this service), please describe what customizations need to be made, the benefits and any additional costs. Please describe the level of complexity proposed with considerations for ongoing support after implementation.

[INSERT RESPONSE HERE]

4.4 REPORTING

Please describe and attach a sample of the reporting available in your product for students, teachers, and administrators.

[INSERT RESPONSE HERE]

4.5 VARIED OR ADDITIONAL OPTIONS

Describe any proposed additions or variations to the solution presented. Detail all costs associated with additional options and variations in the pricing section.

[INSERT RESPONSE HERE]



5. IMPLEMENTATION

5.1 IMPLEMENTATION PLAN

Provide a plan outlining the likely timeline for implementation, including meetings to discuss progress.

[INSERT RESPONSE HERE]

5.2 ENGAGEMENT PROCESS

Please describe your communication/engagement process. Include milestones within the project timeline that you would typically meet with clients to discuss progress.

[INSERT RESPONSE HERE]

5.3 TRAINING

Please describe the training procedures for the solutions proposed, be sure to include any additional costs to the pricing section of this document. Detail what training looks like for each group of users.

[INSERT RESPONSE HERE]

5.4 SUPPORT SERVICES

Please describe the technical support processes and the options available for your proposed solutions. Outline your escalation process and typical response times. Attach your service-level agreement to the supporting documents section.

[INSERT RESPONSE HERE]



6. PRICING

6.1 COSTS

Please supply all costs related to implementation of your product, including any available discounts. Proposals should be as detailed as possible and include all deliverables listed as separate line items. Supplemental pricing documentation will be accepted but must be formatted like the chart included below. At a minimum, all deliverables below must be identified with their associated yearly costs for three years.

Providers will provide separate pricing information for each group:

- Second through fifth grade students - includes 11 elementary schools, 3,500 students
- Kindergarten and first grade students - includes 11 elementary schools, 1,700 students
- Sixth through twelfth grade students - includes 4 middle schools and 3 high schools, 6,500 students

Providers are not required to respond to each grade group listed above. If your product only supports one of the groups, then only respond for that group. If your product supports more than one of the groups, please provide pricing for each group.

Second Through Fifth Grade Solution

Deliverable	Costs Year 1	Costs Year 2	Costs Year 3
Annual license fees			
Implementation fees			
Software support fees			
Software maintenance fees			
Training fees (mandatory or optional; on-site or remote)			
Other costs (please list all other costs associated with your proposal including any customization costs)			
TOTAL			
Optional additional components			



Kindergarten Through First Grade Solution

Deliverable	Costs Year 1	Costs Year 2	Costs Year 3
Annual license fees			
Implementation fees			
Software support fees			
Software maintenance fees			
Training fees (mandatory or optional; on-site or remote)			
Other costs (please list all other costs associated with your proposal including any customization costs)			
TOTAL			
Optional additional components			

Sixth Through Twelfth Grade Solution

Deliverable	Costs Year 1	Costs Year 2	Costs Year 3
Annual license fees			
Implementation fees			
Software support fees			
Software maintenance fees			
Training fees (mandatory or optional; on-site or remote)			
Other costs (please list all other costs associated with your proposal including any customization costs)			
TOTAL			
Optional additional components			



6.2 INVOICING AND PAYMENT

Please indicate your preferred method of payment and outline how invoicing and payments are to be scheduled during the duration of the proposed contract. Include any benefits that may be available for both parties regarding payment cycles.

[INSERT RESPONSE HERE]



7. SUPPORTING INFORMATION

Please attach the following information to your response:

Mandatory

- Service Level Agreement (SLA)
- Pricing documentation

Optional

- Additional information relevant to the response, as long as all sections of the response are complete.



8. CLOSING

In submitting a response to this document, respondent acknowledges acceptance of all sections of this document, including addendums, and has clearly delineated and detailed any exceptions.

The undersigned, on behalf of the respondent, certifies that: (1) this offer is made without previous understanding, agreement or connection with any person, firm, or corporation making a bid on the same project; (2) is in all respects fair and without collusion or fraud; (3) the person whose signature appears below is legally empowered to bind the firm in whose name the proposal is entered; (4) they have read the complete Request for Proposal and understand all provisions; (5) if accepted by Park Hill School District, this proposal is guaranteed as written and amended and will be implemented as stated; and (6) mistakes in writing of the submitted proposal will be respondent responsibility.

Name of Respondent: _____

Primary Contact: _____

Email Address: _____

Address: _____ **City:** _____ **State:** _____ **Zip:** _____

Phone Number: _____ **Fax Number:** _____

Signature: _____ **Title:** _____

Printed Name: _____ **Date:** _____



9. APPENDIX A

Park Hill School District Data Privacy Agreement

1. Security and Data Stewardship Provisions

Vendor shall maintain at all times reasonable administrative, technical, and physical safeguards to protect the security, confidentiality, and integrity of the personally identifiable student, staff, parent, or guardian data in its custody. Such safeguards shall include, at a minimum, the following:

- a. Encryption technologies to protect data while in motion or at rest.
- b. Guidelines for authorizing access to student information, including but not limited to the use of strict user login credentials and passwords.
- c. Adhere to privacy compliance standards, including but not limited to the latest recommendations of the International Organization for Standardization (ISO) and Payment Card Industry Data Security Standards (PCI DSS).
- d. Regular training of employees for complying with this agreement, including but not limited to FERPA, COPPA, and other applicable privacy laws.
- e. Regular updating and patching of network software, servers, and endpoint equipment.
- f. Regular penetration testing, vulnerability management, and intrusion prevention.
- g. Maintains all network equipment and devices in a secure facility where access is actively monitored and managed by secure ID cards and or entry logs.
- h. Performs regular backups and maintains redundant disaster recovery systems at a different physical site.
- i. Monitoring and logging of all network activity.
- j. Perform background checks on all personnel having access to District information.
- k. Has a process for defined process for authenticating callers, resetting access controls, establishing and deleting accounts.
- l. All District data and information collected and/or accessed under this agreement will be maintained and processed in compliance with relevant federal and state laws, regulations, and policies.
- m. All data, including at rest, in motion, backups and data residing in fail-over sites, shall reside within the physical boundaries of the United States.
- n. District data shall not be comingled with data from other customers without proper technical or physical separation.
- o. Vendor shall perform, at least annually, a comprehensive security audit of its network and systems, with such audit being performed by a reputable organization known to provide such services, and provide the results of each such audit to the District upon



completion, but in no event later than thirty (30) days of the completion of each such audit.

2. Breach response

In the event of a security breach or unauthorized disclosure of personally identifiable information, the Vendor shall:

- a. Pay all costs and liabilities incurred by the District related to the security breach or unauthorized disclosure including, but not limited to, the costs of responding to inquiries about the security breach or unauthorized disclosure, of notifying subjects about the breach, of mitigating the effects of the breach for the subjects, and of investigating the cause or consequences of the security breach or unauthorized disclosure, and correcting or remedying each such cause.
- b. Shall notify the District within a commercially reasonable time, but in no event later than thirty (30) days after discovering a breach or unauthorized disclosure. Vendor shall cooperate with District as reasonably requested in preparing and sending notifications to subjects of the breach.

3. Collection Provisions

Prior to Vendor collecting and/or gaining access to any education records under this agreement, Vendor shall provide District with its then-existing breach-remediation plan, and such plan shall be approved by the District prior to collection and/or access to any education records. A complete list of all data elements to be provided by District and/or collected by Vendor under this Agreement, including metadata.

4. Data Use, Retention, Disclosure, and Destruction Provisions

Vendor shall destroy all personally identifiable information, including metadata and all backups, in its custody upon request and/or at the termination of this agreement, and provide certification to District of same; provided, however, that prior to doing so, the Vendor shall be given the opportunity to receive any such information in a format decided by District upon its reasonable request. Any information collected by the Vendor during the term of this agreement shall not be used by or disclosed to any third party for the purposes of any commercial use, including but not limited to, advertising, marketing products or services, compilation of lists (whether data is aggregated or not) for sale or rental, analyzing or assessing data collected or accessed, development of future products or services, or creation of individual, household, or group profiles. Vendor acknowledges and agrees that at all times during the term of this agreement, the District maintains ownership and direct control of all data collected or accessed under this agreement, including metadata, the Vendor may be collecting or accessing, and that Vendor does not own, nor does it acquire any right or license to the data other than as necessary to perform its obligations under this agreement. All information collected by Vendor under this Agreement shall be maintained separately from



and not co-mingled with any data of any other person. Vendor shall provide to District a breakdown of all types of student information it collects, how it uses such information, and any disclosures and to whom of such information at least annually to District. Not limiting any of the foregoing, the Vendor shall not use any information it collects under this agreement for any use except as necessary to fulfill its obligations under this agreement or otherwise authorized by the District.

5. Data Access Provisions

Vendor shall facilitate the inspection, review, access, and amendment of student information in its custody by parents and/or eligible students. Requests for access, inspection, and review of student information shall be provided through the District, unless otherwise agreed to, to the requesting parent and/or eligible student in accordance and within the timeframes established under FERPA, as amended. Only authorized persons of Vendor shall have access to information collected by Vendor under this agreement, and then only when necessary to provide the services hereunder.

6. Modification, Assignment, Duration, and Termination Provisions

- a. Modification - This agreement may not be altered, amended, or modified in any way except by a writing signed by the parties hereto.
- b. Assignment - Vendor shall not subcontract, delegate, assign, or otherwise transfer any of its obligations or rights under this agreement unless such third-party agrees to be bound by terms no less restrictive than those contained under this agreement, and prior approval is provided by District to Vendor.
- c. Termination for Insolvency - In the event Vendor is acquired or becomes insolvent, is adjudged bankrupt, makes an assignment for the benefit of its creditors, has its business placed in the hands of a receiver or trustee, or otherwise defaults on any of its financial obligations, Vendor shall provide immediate notice of same to District, and District may, upon written notice, immediately terminate and, in addition to any other right or remedy available to District, demand the return of all District data and information, and receive any assistance, as reasonably requested by District, to help in the transfer and setup of alternative services at no additional cost to District [or in the alternative and if applicable, can have an escrow setup: Vendor agrees to place all source code associated with Vendor Software ("Source Code") in a third-party escrow arrangement with a designated escrow agent who shall be named and identified by Vendor and agreed to by District, and who shall be directed to release the deposited Source Code in accordance with a standard escrow agreement acceptable to District. In the event that the Source Code is released to District pursuant to the terms hereof, District shall be entitled to, and Vendor hereby grants to District, a perpetual, royalty free, use and access license to the Source Code, and furthermore, upon said release,



District shall have the right to modify the Source Code in its sole and absolute discretion, and all such modifications and derivative software products will solely belong to District.]

- d. Termination for Breach - District may terminate this agreement at any time upon thirty (30) days advance written notice if Vendor violates or breaches any provision of this agreement, including but not limited to any provision of applicable law.

7. Insurance, Indemnification, Reps and Warranty Provisions

- a. Insurance - During the term of this agreement and for a period of at least one (1) year thereafter, Vendor shall maintain the following types and minimum amounts of insurance coverage: (a) commercial general liability insurance (including contractual liability, bodily injury, property damage, and personal injury) with a combined single limit of not less than \$2,000,000 (per occurrence) and \$5,000,000 (aggregate); (b) professional liability insurance covering the errors and omissions of its employees providing professional or technical services with a coverage limit of not less than \$2,000,000 per person/occurrence; (c) data security/breach insurance covering liability for unauthorized access to, breach of, or use of information collected or accessed by Vendor under this agreement with a limit of not less than \$2,000,000 per claim and \$5,000,000 in the aggregate; and (d) workers' compensation insurance complying with the coverage limits and in all other respects with applicable state workers' compensation laws covering its employees and/or agents for work related injuries suffered by such employees and/or agents. Vendor shall maintain all of the foregoing policies of insurance with reputable carriers and shall, on an annual basis, furnish District with certificates of insurance evidencing their terms of coverage. All such insurance policies shall be written as primary coverage and not contributing with or in excess of any coverage that District may carry. Vendor shall cause District to be added as an additional insured, as its interests may appear, on all such insurance policies.
- b. Indemnification - Vendor shall indemnify and hold harmless District from and against any and all losses, expenses, damages, liabilities, and obligations, including, without limitation, reasonable court costs and attorneys' fees (collectively, "Losses") suffered or incurred by District to third parties if and only to the extent that (i) such Losses are directly caused by the Vendor's negligence or intentional misconduct, or by the Vendor's breach of its representations, warranties, or covenants in this agreement, or (ii) such Losses arise out of injury or death to persons, or infringement upon or violation of any patent, copyright, trade secret, or similar proprietary right of any third party, or any theft or misappropriation of personal confidential data with respect to information Vendor collects or accesses from District under this agreement.



- i. Data Breach Indemnity - Notwithstanding any provisions of this agreement to the contrary, Vendor shall be responsible for all costs and expenses related to any such notifications and other associated costs (e.g. costs of credit monitoring services offered to individuals whose information was affected, legal fees, call center services, forensics services, and similar remediation costs) as a result of any data breach or unauthorized disclosure by Vendor. The remedies set forth herein shall be in addition to any other remedies available to District at law or in equity.
- c. Representations and Warranties - Vendor agrees, represents, and warrants that at all times during this agreement, it agrees that it will:
 - i. at all times comply with applicable federal, state, and local laws, including but not limited to FERPA, COPPA, and PPRA
 - ii. will abide by all District rules, policies, and procedures
 - iii. not use and will limit access to information collected by Vendor under this agreement only to those authorized persons of Vendor as necessary to provide the services hereunder
 - iv. ensure that the services will be free of substantial defect and be performed in a professional and workmanlike manner and substantially in accordance with the descriptions for such services
 - v. ensure the services to be provided hereunder do not infringe any third-party intellectual property rights; the services are free from viruses, back doors, time bombs, drop dead devices, Trojan horses, worms, and other destructive or malicious code and routines designed
 - vi. use reasonable efforts to maintain, secure, and protect the information and data collected and accessed by it
 - vii. has the requisite corporate or limited liability company right (as applicable), power and authority to enter into, and perform its obligations under this agreement
 - viii. that entering into this agreement and performing as contemplated hereby will not breach, conflict with, or constitute a default under any other agreement, arrangement, or instrument
 - ix. have the full and exclusive right necessary to grant all licenses, access, and other rights granted herein, and to fulfill its obligations under this agreement
- 8. Scope and Other Terms - Vendor shall provide advance written notice to District of any changes to Vendor's policies or practices that affect its obligations under this agreement, and such changes shall be approved by District before any changes go into effect. All District



policies and terms of service are hereby incorporated into this agreement. No unapproved Vendor policy or terms of service shall govern the use of Vendor's service, whether or not agreed to by a student, teacher, or other unauthorized District personnel, nor shall any unauthorized District personnel be able to bind or otherwise modify this agreement. Any conflicting terms between this agreement, District policies, or other Vendor policies (if approved by District), including any terms of service or other policy that must be approved by a user to access the Vendor service, shall take priority as follows: District policies, this agreement, and approved Vendor policies.

9. Service Level and Support - Vendor shall abide by its service level commitments and maintain adequate support personnel to effectively provide assistance to District and meet its commitments under this agreement.
10. Governing Law - This agreement shall be construed and interpreted, and the rights of the Parties determined in accordance with the laws of the State of Missouri, without regard to any choice of law rules.
11. De-identification of Data - This provision should only be used if Vendor insists on the use of information it collects or has access to for purposes other than as necessary for performance under the agreement.] Vendor may, upon prior written consent of District for each such use, use information collected or accessed by it under this agreement if, and only if, Vendor de-identifies the information so that the information is no longer connected or capable of being connected to an individual student or person. The de-identification process shall be provided to and approved in advance by District prior to any such use or de-identification. Evidence of d-identification must be provided to the District within thirty (30) days upon written consent.