Denver Public Schools
Strategic Sourcing Department
780 Grant Street
Denver, Colorado 80203

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT ("Agreement") is effective as of ___03/11/2021____ ("Effective Date"), and is between School District No. 1 in the City and County of Denver and State of Colorado (the "District") and Cignition, Inc., as reported to the IRS and indicated on your W-9 ("Contractor") (each a "Party" and collectively "Parties").

In consideration of the mutual promises of this Agreement, the Parties agree as follows:

ARTICLE 1 BACKGROUND

1.1 The District has the statutory authority to contract with persons, firms, consultants and/or entities for the provision of services to the District.

1.2 The District has determined that a need exists to retain an independent contractor to provide the Services, as defined herein.

1.3 Contractor is qualified to provide the Services, as defined herein.

ARTICLE 2 DEFINITIONS

2.1 "*Completion Schedule*" means a completion schedule and a range of mutually acceptable work hours established through a written agreement by the Parties for the Services, as defined herein, listed in Schedule A.

2.2 "*Confidential Information*" means information and materials in oral, written, graphic or electronic form that is non-public, confidential and/or proprietary relating to the Party, including without limitation, student records, records, notes, data, reports, data sources, reference materials, sketches, drawings, memoranda, disks, documentation, research, development, processes, procedures, marketing techniques and materials, marketing and development plans, purchasing information, price lists, cost and pricing policies, financial information, intellectual property, and all other information of a secret or confidential nature.

2.3 "*Contract Sum*" is the total amount payable by the District to the Contractor for performance of the Services, as defined herein, listed in Schedule A.

2.4 "*De-identified Information*" means Confidential Information from which all Personally Identifiable Information or PII, as defined herein, and attributes about such data, have been permanently removed so that no individual identification can be made.

2.5 "*Employee Benefits*" means any employer withholdings or liability for: (a) taxes, FICA, Medicare or Medicaid; (b) medical or disability insurance; (c) vacation or leave; (d) pension; or (e) unemployment insurance or worker's compensation insurance.

2.5 "*Materials*" means all deliverables, reports and written documents expressly prepared for, or submitted to the District by Contractor while performing the Services, as defined herein.

2.6 "*Personally Identifiable Information*" or "*PII*" means information and metadata that, alone or in combination, is linked or linkable to a specific student so as to allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty. Personally Identifiable Information includes, but is not limited to: (a) the student's name; (b) the name of the student's parent or other family members; (c) the address or phone number of the student or student's family; (d) personal identifiers such as the student's state-assigned student identifier, social security number, student number or biometric record; (e) indirect identifiers such as the student's date of birth, place of birth or mother's maiden name; and (f) demographic attributes, such as race, socioeconomic information, and gender.

2.7 "*Services*" means the scope of Services Contractor shall perform for the District listed in Schedule A. Contractor may not perform any Services prior to the execution of this Agreement.

2.8 "*Travel Expenses*" means the total amount of Contractor's actual expenses and costs for food, lodging and travel incurred in connection with Contractor's performance of the Services.

ARTICLE 3 PAYMENTS AND TRAVEL EXPENSES

3.1 The District has no obligation to make any payments to Contractor if Contractor performs any Services prior to the execution of this Agreement.

3.2 The District does not pre pay or make deposit for Contractor's performance of the Services. The District issues all payments after Contractor completes the Services. Once Contractor has completed the Services, Contractor shall submit invoices to the District for request of payment on the terms and conditions specified in Schedule A.

3.3 The Contractor shall promptly pay each subcontractor and supplier, upon receipt of payment from the District, an amount determined in accordance with the terms of the applicable subcontracts and purchase orders.

3.4 The District shall not have responsibility for payments to a subcontractor or supplier.

3.5 Travel Expenses must be approved by the District on the terms and conditions specified in Schedule B. Contractor shall submit all itemized receipts and supporting documentation to receive payment for its Travel Expenses. No other types of expenditures are reimbursable.

ARTICLE 4 GENERAL SCOPE OF SERVICES

4.1 **Supervision.** Contractor shall supervise and direct the Services using the Contractor's best skill and attention. Contractor shall be solely responsible for and have control over the Services.

4.2 **Labor and Materials.** Unless otherwise provided in Schedule A, the Contractor shall provide and pay for labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Services.

4.3 **Correction of Services.** The Contractor shall promptly correct all deficiencies and/or defects in the Services and/or any work that fails to conform this Agreement. All corrections shall be made within seven (7) calendar days after reported by email from the District to the Contractor. The Contractor shall bear all costs of correcting such rejected Services. If the Contractor fails to correct the work within the period specified, the District may correct it in accordance with Article 4 of this Agreement or take any action pursuant to Article 9 of this Agreement.

4.4 **District's Right to Change the Services.** The District, without validating the Agreement, may order changes in the Services within the general scope of the Agreement, consisting of additions, deletions or other revisions, and the Contract Sum and Completion Schedule shall be adjusted accordingly, in writing. If the District and Contractor cannot agree to a change in the Contract Sum, the District shall pay the Contractor its actual costs.

4.5 **District's Right to Stop the Services.** If Contractor fails to correct the Services that is not in accordance with this Agreement, District may direct Contractor in writing to stop the Services until the correction is made.

4.6 **District's Right to Carry Out the Services.** If Contractor defaults or neglects to carry out the Services in accordance with this Agreement and fails within a seven (7) day period after receipt of written notice from the District to commence and continue correction of such default or neglect with diligence and promptness, the District may, without prejudice to other remedies, correct such deficiencies at the cost of the Contractor.

ARTICLE 5 EMPLOYEES

5.1 **Status.** All employees of Contractor shall be considered to be, at all times, employees of the Contractor, under its sole discretion, and not an employee or agent of the District.

1) The District may require Contractor to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable, and whose continued employment on District property is not in the best interest of the District.

2) Contractor shall not employ, retain, hire or use any individual that has been convicted of any felony charges as the same is defined under the laws of the State of Colorado in the performance of the services to be rendered and materials to be provided to the District pursuant to this Solicitation unless the Contractor receives prior written permission.

3) In accordance with the District's policy regarding the use of tobacco products, no employee of the Contractor shall be permitted to use tobacco products when performing work on District property.

4) To protect the staff and program against undue invasion of the school or work day, sales representatives shall not be permitted in schools or other departments for the purpose of making sales unless authorized to do so by the Director of Strategic Sourcing or his/her designee. If special or technical details concerning goods or services to be purchased are required, the involvement of Contractor should be coordinated through the Strategic Sourcing Department.

ARTICLE 6 COMPLIANCE WITH LAW AND DISTRICT POLICIES

6.1 **Compliance With Law/District Policies.** Contractor will comply with all laws, regulations, municipal codes and ordinances and other workplace requirements and standards applicable to the provision of the Services including, without limitation, federal and state laws governing wages and overtime, civil rights/employment discrimination, equal employment, safety and health, verifiable security background checks, employees' citizenship, withholdings, pensions, reports, record keeping, and campaign contributions and political finance.

6.1 **District Standards.** All Services and Materials provided under this Agreement must follow the specifications, standards and procedures of the District, including, but not limited to: Construction Standards and Safety Standards.

6.2 **Immigration**. Contractor shall not knowingly employ an undocumented person who shall perform the Services and shall confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform the Services, through participation in the "E-Verify" Program administered by the Social Security Administration and Department of Homeland Security, or the Colorado Department of Labor and Employment Program established pursuant to CRS §8-17.5-101 & 102. Contractor shall not knowingly enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor does not knowingly employ or contract an undocumented person to perform the Services. If Contractor has actual knowledge that a subcontractor is employing or using an undocumented person to perform the Services, Contractor shall notify the subcontractor within three (3) days and will terminate this Agreement if a subcontractor does not stop employing or using the undocumented person within three days of receiving the notice. Contractor shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to CRS §8-17.5-102(5) by the Colorado Department of Labor and Employment. If Contractor fails to comply with any requirement of this provision or CRS §8-17.5-101 et seq., the District may terminate this Agreement and, if so terminated, Contractor shall be liable for damages.

6.3 **Contractors Debarred, Suspended, or Proposed for Debarment.** Contractor, to the best of its knowledge and belief, represents that Contractor and/or any of its principals, officers, directors, owners, partners, or a person having primary management or supervisory responsibilities within a business entity, are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any agency of the Federal, State or local government; (b) has not within a three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract or for violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property; and (c) is not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the aforementioned offenses enumerated in this paragraph; and (d) has not within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds $3,000 for which the liability remains unsatisfied; and (e) has not within a three-year period preceding this offer, had one or more contracts terminated for default by any agency of the Federal, State or local government.

6.4 **Open Records.** The Parties understand that this Agreement and the Materials may be subject to the Colorado Open Records Act, § 24-72-201, et seq., C.R.S. (2011), and that in the event of a request to the District for disclosure of such information, the

District will advise Contractor of such request in order to give Contractor the opportunity to object to the disclosure of any of its confidential and/or proprietary material. In the event of the filing of a lawsuit to compel such disclosure, the District will tender all such material to the court for judicial determination of the issue of disclosure and Contractor agrees to intervene in such lawsuit to protect and assert its claims of privilege and against disclosure of such material or waive the same.

6.5 **Background Checks.** The Contractor and every person, including any subcontractor or agent of the Contractor, who provides direct services to students, or who has access to student data, shall be required to have a criminal background check that meets the requirements of § 22-32-109.7, C.R.S. and other District requirements. Conducting a Colorado Bureau of Investigation criminal history check or a Name Check investigation for any person providing services under this Agreement does not meet District requirements. The costs associated with the background checks are solely the Contractor's responsibility. Thereafter, any personnel, subcontractor, volunteer or agent hired or added during the term of this Agreement shall satisfy the requirements set forth in this Section before performing services on Contractor's behalf. The Contractor shall make the background check results available upon request of the District in compliance with the provisions of § 24-72-305.3, C.R.S. The District also reserves the right to conduct its own criminal background check of every person before Services begin.

1) Notwithstanding the criminal background check requirement as set forth above, Contractor hereby certifies that no employee, subcontractor, volunteer or agent of the Contractor performing the Services has been convicted in Colorado or in any other State of a criminal offense involving: (i) the abuse, abduction, sexual molestation, physical or sexual assault on, or rape of a minor; or (ii) any crime involving exploitation of minors, including but not limited to, child pornography offenses or any crime of violence. Contractor shall notify the District immediately upon the discovery or receipt of any information that any person performing services on Contractor's behalf has been detained or arrested by a law enforcement agency of the aforementioned crimes. Contractor understands that allowing any employee, subcontractor, volunteer or agent of the Contractor performing the Services who has been arrested or convicted of the aforementioned crimes to: (i) provide direct services to students, (ii) access student data, or (iii) enter onto District property, constitutes a material breach of this Agreement and may result in the immediate termination of this Agreement and referral to law enforcement for possible criminal charges, or additional civil sanctions pursuant to federal and state law. Misdemeanor conviction(s) may not necessarily result in the immediate termination of this Agreement. Misdemeanor convictions are evaluated on a case-by-case basis, considering the nature and gravity of the offense, time elapsed since the offense, conviction, or time served, and the nature of the Services. Upon the District's request, Contractor shall provide documentation of every person performing the Services to substantiate the basis for this certification.

6.6 **Conflict of Interest**. Contractor cannot be related to any District employee if such a relationship would create a material financial interest or result in the violation of DPS Board Policy GBEA by either Contractor or the District employee. Contractor agrees to abide by the Code of Conduct and Conflict of Interest Certification as shown in Schedule C.

ARTICLE 7 INSURANCE AND LIABILITY

7.1 **Insurance.** See Schedule D. Contractor must submit proof of insurance to the District at the time of execution of this Agreement.

7.2 **Indemnification.** Contractor agrees to indemnify, defend and hold the District harmless from and against any claim, cause of action, judgment, loss, demand, suit, or legal proceeding brought against the District or its employees, officers, representatives, or agents, which arises directly or indirectly from any act or omission of Contractor, including but not limited to any misconduct or neglect by Contractor and/or its employees, subcontractors, or agents. Furthermore, to the maximum extent permitted by law, Contractor will defend the District from any claim and will indemnify the District against any liability for any Employee Benefits for the Contractor and/or any of its employees, subcontractors, or agents, imposed on the District; and Contractor will reimburse the District for any award, judgment or fine against the District based on the position Contractor and/or any of its employees, subcontractors or agents, who provides the Services was ever the District's employee, and all attorneys' fees and costs the District reasonably incurs defending itself against any such liability. The obligations created under this Article will survive the expiration or termination of this Agreement.

ARTICLE 8 DEFAULT AND REMEDIES

8.1 **Right to Injunction.** Contractor further agrees that, if Contractor violates any representation, warranty or certification of this Agreement, it would be difficult to determine the damages the District would suffer including, but not limited to, losses attributable to the disclosure, theft and/or misuse of Confidential Information. Accordingly, Contractor agrees that if Contractor violates any representation, warranty or certification of this Agreement, the District will be entitled to an Order for injunctive relief and/or for specific performance, or their equivalent, from a court, including requirements that Contractor take action or refrain from action to preserve the secrecy of Confidential Information. To protect the District from additional damages, Contractor agrees the District does not need to post a bond to obtain an injunction and waives Contractor's right to require such a bond.

8.2 **Dispute Resolution.** The District and Contractor shall endeavor to resolve claims, disputes and other matters in question between them first by good faith discussions amongst the senior executives of each Party. The Parties shall mutually agree as to the process by which these discussions shall occur. If the Parties are not able to resolve the dispute through good faith discussions then the Parties shall endeavor to resolve the dispute through mediation, upon mutual agreement of the Parties. A request for mediation shall be made in writing, delivered to the other Party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution. The Parties shall equally share the mediator's fee and any filing fees jointly. The mediation shall be held in Denver, Colorado. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

8.3 **Notices, Process.** Any notice this Agreement requires must be in writing and will be effective only if hand-delivered or sent by certified U.S. mail, return receipt requested, to the Party entitled to receive the notice at Contractor's address provided in this Agreement, while the District's notice address is as follows: Denver Public Schools, Director of Strategic Sourcing, 780 Grant Street, Denver, Colorado 80203; or at such other address that either Party may provide later to the other Party. Each Party agrees to waive service of process in any action brought to enforce or to interpret this Agreement and the Parties further agree that service of the complaint and any other pleading, discovery, order or document in any such action that would otherwise have to be served by personal service will be deemed served three (3) days after being sent to the other Party and that Party's attorney as provided above.

8.4 **Force Majeure.** Neither the Contractor nor the District shall be liable to the other for any delay in, or failure of performance of, any covenant or promise contained in this contract, nor shall any delay or failure constitute default or give rise to any liability for damages if, and only to the extent that, such delay or failure is caused by "force majeure". As used in this contract "force majeure" means acts of God; acts of the public enemy; acts of the District and any governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes, freight embargoes; illegality, or unusually severe weather.

ARTICLE 9 TERM AND TERMINATION

9.1 **Term.** This Agreement, unless terminated earlier as provided herein, shall commence as of the Effective Date and shall terminate on _06/30/2021__ (the "Term"). Contractor agrees and acknowledges that the District has no obligation to extend this Term, or contract for the provision of any future services, and makes no warranties or representations otherwise.

9.2 **Termination for Convenience**. The District may, at any time, terminate this Agreement for the District's convenience and without cause, upon sending a thirty (30) days written notification containing the reasons for the termination, the effective date, and in the case of partial termination, the portion to be terminated, to the Contractor. The Contractor shall be entitled to receive payment for the Services performed by the Contractor prior to termination. Contractor shall be entitled to no further compensation of any type from the District.

9.3 **Termination for Cause.** The District may terminate this Agreement immediately without prior notice if any of the following occurs:

1) If Contractor fails to perform the Services in a manner satisfactory to the District as per specifications, including delivery as specified;

2) If Contractor commits an act of fraud, dishonesty, or any other act of negligent, reckless or willful misconduct in providing the Services to the District;

3) If any contract by the District with any third party on which this Agreement substantially depends is terminated or the District is unable for any other reason to provide services to the party/parties to that contract;

4) If any circumstance beyond the District's control, including, but not limited to, financial constraints imposed by action of the legislature or Governor of the State of Colorado, prevents it from providing services or otherwise hinders, delays, or prevents the District from receiving revenue or income or increases its overhead to an extent the District reasonably decides to reduce or modify its operations; or

5) If Contractor is otherwise guilty of a substantial breach of a provision of this Agreement.

6) When the District terminates this Agreement for one of the reasons stated above, Contractor shall not be entitled to receive further payment until the Services are completed. If the unpaid balance of the Contract Sum exceeds the cost of completing the Services, and other damages incurred by the District and not expressly waived, such excess shall by paid to the Contractor. If such costs and damages exceed the unpaid balance, Contractor shall pay the difference to the District. This obligation for payment shall survive termination of this Agreement.

9.5 **No Claim Against District**. Upon termination of this Agreement by the District pursuant to this Article 9, Contractor will not have any claim against the District by reason of, or arising out of, incidental or relating to termination, except for compensation for the Services satisfactorily performed. In the event that this Agreement is terminated prior to the expiration date, Contractor will submit any and all outstanding reports and information requested by the District within ninety (90) days from the date of early termination.

9.6 **Termination/Unauthorized Approval**. If this Agreement is made contrary to the District's Board of Education Policies, including, but not limited to, Policies DJ, DJA, DJE, DJG and DJGA, this Agreement shall be void and wholly without effect and shall not be binding upon the District in any manner.

ARTICLE 10 CONFIDENTIAL INFORMATION AND INTELLECTUAL PROPERTY RIGHTS

10.1 **Confidential Information Belongs Solely To The Disclosing Party.** All Confidential Information is the exclusive property of the Party disclosing such Confidential Information (the "Disclosing Party"). The Party receiving such Confidential Information (the "Receiving Party") therefore agrees that:

1) At all times while this Agreement is in effect, Receiving Party will keep secret and will not disclose to any third party, take or misuse any Confidential Information, or any other confidential and/or proprietary information Receiving Party acquires or has access to.

2) At all times while this Agreement is in effect, Receiving Party will not use or seek to use any Confidential Information for Receiving Party's own benefit or for the benefit of any other person or business or in any way adverse to the Disclosing Party's interests.

3) If Contractor has received any Confidential Information during the Term of this Agreement, Contractor may use De-identified Information for purposes of research, the improvement of Contractor's products and services, and/or the development of new products and services provided that Contractor removes all Personally Identifiable Information.

4) In the event Contractor uses or discloses any De-identified Information, Contractor hereby agrees, represents, and warrants to the District that Contractor has made a reasonable determination that all Personally Identifiable Information has been permanently removed so that no personal identification can be made. In no event shall Contractor or any of the Contractor's employees, agents, contractors, or representatives re-identify or attempt to

re-identify any De-identified Information. Contractor will indemnify, defend and hold harmless the District and the District's affiliates, officers, directors, and employees from and against any third party claims, demands, causes of action, judgments, damages, liabilities, costs and expenses (including reasonable attorney's fees) arising from or relating to Contractor's or any of the Contractor's employees, agents, contractors, or representatives unauthorized use, misuse, or illegal use of De-identified Information.

5) On the District's request, Contractor will execute a separate Data Protection Addendum if the District believes it is necessary given the Services Contractor provides under this Agreement.

6) After termination of this Agreement, Receiving Party will preserve the secrecy of and will not disclose directly or indirectly to any other person or business any Confidential Information.

7) Receiving Party will promptly advise the District of any unauthorized disclosure or use of Confidential Information by any person or entity.

10.2 **Copyright and Other Intellectual Property Rights.** To the extent the Materials may be subject to patent, copyright, trade secret, or proprietary rights of any kind:

1) Contractor warrants and represents that the Materials are original and have not been published; that the Materials do not infringe upon any statutory copyright, common law right, proprietary right, or any other right whatsoever. Contractor agrees to indemnify and hold the District harmless against any claim of infringement of the Materials or of any patent, copyright, trade secret or other proprietary rights of third parties.

2) Contractor agrees to secure permission in writing from any third parties whose works are utilized in whole or in part by Contractor in the preparation of the Materials. Contractor will notify the District as to what degree the third party's works were used, as well as any limitations placed on the use of those third party's works.

3) Contractor agrees and acknowledges that the District is the exclusive owner of the Materials, and any related patent, copyright, trade secret, trademark, service mark, or any other proprietary rights in the Materials, are owned exclusively by the District. To the extent the Materials are copyrightable, they shall be deemed to be works made for hire. To the extent that any Materials may not, by operation of law, be works made for hire, Contractor hereby assigns to the District the ownership of copyright in the Materials and the District shall have the right to obtain and hold in its own name copyrights, registrations and similar protection which may be available in the deliverable Materials. Contractor agrees to give the District or its designees all assistance reasonably required to perfect such rights.

4) To the extent that any pre-existing materials are contained in the Materials, the Contractor grants to District an irrevocable, non-exclusive, worldwide, royalty-free license to (i) use, execute, reproduce, display, perform, distribute (internally or externally) copies of, and prepare derivative works based upon, such pre-existing materials and derivative works thereof, and, (ii) authorize others to do any, some or all of the foregoing.

5) No license or right is granted by the District to Contractor, either expressly or by implication, estoppel or otherwise, to publish, reproduce, prepare derivative works based upon, distribute copies of, publicly display, or perform the Materials, either during or after the termination of this Agreement, without a written agreement signed by an authorized representative of the District.

ARTICLE 11 MISCELLANEOUS PROVISIONS

11.1 **Non-Solicitation.** Neither Party shall not solicit directly nor indirectly any of the District's employees or contractors for a period of two years following the termination of this Agreement without prior written consent of the other Party, but only to the extent permitted by law and only for those employees introduced to the other Party under the terms of this Agreement. Notwithstanding the foregoing, advertisements in newspapers and trade publications, electronic job boards or unsolicited actions initiated by an employee in an attempt to seek employment shall not constitute solicitation as used herein.

Denver Public Schools
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11.2 **No Unauthorized Use of Names, Logos and/or Trademarks**. Neither Party will use the other's name, logo, and/or trademark in any advertisement, promotion, business card, etc. without the other Party's prior written consent in each instance.

11.3 **Entire Agreement.** This Agreement and all exhibits hereto constitute the entire agreement between the Parties with respect to the Services and all prior proposals are hereby terminated.

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

11.5 **Governmental Immunity.** No term or condition of the Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the Colorado Governmental Immunity Act, §24-10-101 et seq. C.R.S., or the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b).

11.6 **Partial Invalidity.** The invalidity of any provision of this Agreement shall not impair or affect the validity of the remaining portions hereof, and this Agreement shall be construed as if such invalid provision had not been included herein.

11.7 **Assignment Prohibited.** Contractor cannot assign the Services under this Agreement.

11.8 **Counterparts.** This Agreement may be executed simultaneously in two (2) counterparts, each of which shall be deemed to be an original, but which together shall constitute one and the same agreement.

11.9 **Electronic Signatures And Electronic Records.** Contractor consents to the use of electronic signatures by the District. This Agreement, and any other documents requiring a signature under this Agreement, may be signed electronically by the District in the manner specified by the District. The Parties agree not to deny the legal effect or enforceability of this Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

SCHOOL DISTRICT NO. 1

By: Charles Carpenter, Interim Deputy CFO

DPS Signer and Title

By: Charles Carpenter Mar 16, 2021
Charles Carpenter (Mar 16, 2021 17:00 MDT)

~~Staci Crum, Director, Financial Operations~~

CONTRACTOR Cignition

By: __Michael H. Cohen, CEO

Michael H. Cohen

APPROVED AS TO FORM:
By: _____
Office of the General Counsel

Denver Public Schools
Strategic Sourcing Department
780 Grant Street
Denver, Colorado 80203

SCHEDULE A- Scope of Services and Contract Sum

STATEMENT OF WORK
Cignition Math Tutoring Program

PROGRAM DESCRIPTION

Cignition is transforming how children learn math. We're a research-proven leader in delivering in-school and at-home high quality online tutoring. Our certified math teachers, averaging 17 years of classroom experience, have access to a uniquely comprehensive online tutoring program, including insightful progress and performance data, helpful digital tools, curriculum-aligned lessons, assessments and more. Cignition works with large non-profit foundations, school districts and families nationwide to deliver industry-leading, research-validated outcome results. Cignition's math tutoring program targets significant improvements in math outcomes as well as improvements in student attitudes towards math, measuring both throughout the program.

Key program features include:

- Pre-to-post diagnostic assessments measuring program outcomes by student
- Expert certified math teachers delivering technology-enabled and data-driven online tutoring
- Weekly group tutoring sessions with a dedicated tutor, focused on active, collaborative learning and deep conceptual understanding
- Curriculum-aligned lessons tailored for each group's particular needs, custom prepared for every session
- When available, inclusion of district-approved supplemental programs to engage and enhance the tutoring experience (i.e. Desmos)
- Turn-key program, including dedicated site administration, progress and performance monitoring, and comprehensive post-program outcomes reporting

DELIVERABLES

Cignition only works with experienced current and former classroom teachers. These tutors work with Cignition on a contract basis and, upon each tutoring program contract award, are dedicated to their assigned student groups throughout a program's lifecycle. For the DPS Spring Semester tutoring program, Cignition understands that there is an extremely short window proposed between contract award and start date. Therefore, Cignition will work in good faith prior to contract award to prepare an adequately sized tutor cohort to deliver the following:

- Small group (one dedicated tutor and four students) online tutoring three times per week, 40-minute sessions, with 10-minutes of pre/post tutor prep time per session.
- A mutually agreed-to schedule which may include serving both in-school and at-home students, preferably during afternoon hours Monday through Friday.
- *A maximum of 1,000 participating 9th and 11th grade students.
- *Spanish-fluent tutors to support up to 182 Spanish-speaking students.
- A pre-diagnostic, delivered online during the first scheduled tutoring session and a post-program diagnostic, delivered online during the last scheduled tutoring session, to be used to measure individual student and overall program outcome gains.
- Regular surveying of student's social-emotional learning, measuring mindsets, skills, attitudes, and feelings throughout the program to be used as a post-program outcome measurement.
- Custom development of eleven weeks of CPM-aligned lessons for 9th and 11th grades.

*Though Cignition is highly confident in our ability to contract the required number of tutors to deliver high-quality instruction for the quoted student count, there are many factors, including the expedited timeline to program launch, that could affect this. Cignition will work collaboratively with DPS throughout the planning and contracting process, with the goal of **confirming an exact student participant count no later than March 12th, 2021**.

TIMELINE

Key Activities	Estimated Delivery Date
Draft SOW Delivery Date	January 22, 2021
Contract Award	By end of February 2021
Site Kick-Off Meeting	March 5th, 2021
First Tutoring Session Date	March 15th, 2021
Last Tutoring Session Date	May 28th, 2021
Post-Program Evaluation Meeting	June (TBD)

PERIOD OF PERFORMANCE
Cignition will coordinate with DPS's point of contact to schedule the program launch, with anticipated start-date of the 15th of March 2021 and end-date of the 28th of May, 2021.

Cignition will deliver ten consecutive weeks of three-times-weekly 40-minute tutoring sessions on mutually agreed-to days and times, completing contract services on or around May 28th 2021.

PLACE OF PERFORMANCE

Tutoring services will be delivered virtually, preferably in the afternoons, at the same time and day each week to be mutually agreed-to prior to program launch.

STUDENT SELECTION
Up to 1,000 9th and 11th grade students, below proficiency in grade-level math, will be identified and selected by DPS staff by the program's kick-off meeting.

RESOURCE REQUIREMENTS

Cignition will vet and contract with current and prior certified math teachers highly skilled and experienced at delivering effective instruction at each participating grade level. These math professionals will be dedicated to set groups of participating DPS students throughout the duration of the program.

Cignition will provide a dedicated Program Success Manager, managing the end-to-end delivery of the program and liaising with DPS's main point of contact and applicable site-based administrators and support.

Denver Public Schools
Strategic Sourcing Department
780 Grant Street
Denver, Colorado 80203

HUMAN RESOURCES

Program Title	Description
Cignition Tutors	Highly qualified, current or former certified math teachers with deep grade-level experience
Cignition Program Success Manager	Highly experienced program manager responsible for program preparation, coordination, delivery, monitoring and regular stakeholder communications throughout the program lifecycle
DPS Point of Contact	Supporting Cignition and the participating site in the preparation, delivery, monitoring, and communication throughout the program lifecycle
Technology Administration	As-needed site, device, and network support

RESPONSIBILITIES AND REQUIREMENTS

Responsibilities and Requirements
DPS will ensure students are provided with working devices, including a network-enabled Chromebook no more than 3-years old and wired headphones with mic.
DPS will ensure adequate bandwidth will be provided at the tutoring site to support online tutoring sessions. A minimum of 5Mbps is required for each connected device.
The device used will run the latest version of Chrome browser.
Students will be provided a quiet room with adequate separating space to allow for uninterrupted online learning.

If students are to attend tutoring outside of their school's network, off-site network bandwidth testing must be performed and minimum bandwidth requirements, as defined herein, must be met and maintained throughout the program for participation.
DPS and each participating school with comply with Cignition's network configuration and whitelist requirements, defined here: **https://docs.google.com/document/d/16txKTON8slB4tVmJVl2SwurvSWFY9XSxaT8fq-N4y5g/edit?usp=sharing**
DPS will ensure required parent participation: ● Parents will need to sign-off on a consent and participation form that details their responsibility and commitment to ensuring student attendance. ● A communication protocol will be put in place to notify parents of absenteeism with a requirement that they respond, identifying the reason for absenteeism. ● Parents will be notified that unexcused absenteeism may result in their child's removal from the program. ● Non-responsive parents with students absent three times can lead to removal of Cignition's requirements for servicing that student.

OUTCOMES-BASED CONTRACTING TERMS

Confirmed Participants. For the contracted PERIOD OF PERFORMANCE specified in Schedule A, DPS (or a school within DPS) will assign students to program. No later than the date listed in DELIVERABLES, Cignition will notify DPS of the maximum allowable student participant count by grade. Students will be considered Confirmed Participants if they are (a) within the allowable maximum student count, (b) included on a list given by DPS to Cignition, and (c) attend at least three (3) consecutive sessions with a Cignition tutor.

Students may only be removed from the list of Confirmed Participants (or replaced by other students--eg, if a student is chronically disrupting a tutor group or has exceeded the agreed-to maximum absences) by mutual agreement.

Incentives. Cignition will be paid a prorated portion of the group tutoring Base Amount for each student at the beginning of each month subject to the conditions in the Infrastructure and Attendance and Minimum Service Level paragraphs below, for each Confirmed Participant.

In addition to the Base Amount, Cignition will be paid a Contingent Amount for each student for each Milestone (specified below) achieved by that student, according to the below Rate Card. .

Infrastructure and Attendance. Milestones may fail to be hit for reasons other than the effectiveness of tutoring provided:

1. DPS is responsible for providing the conditions to enable tutoring to take place as specified in RESPONSIBILITIES AND REQUIREMENTS. If DPS does not meet these responsibilities, Base Amounts are to be paid to Cignition for each affected Confirmed Participant regardless of participation for the duration of the program.
2. For tutoring sessions to be delivered during school hours or immediately after school ('In School' models), the responsibility to ensure student attendance lies with DPS and so Base Amounts are to be paid for every month regardless of attendance.
3. For tutoring sessions to be delivered out of school hours--eg, at-home, evenings, weekends, or holidays ('Out of School' models)--the responsibility to ensure student attendance lies with DPS, Cignition, and the student's parent(s) as defined in RESPONSIBILITIES AND REQUIREMENTS. Base Amounts to be paid as follows:
    - Base Amounts are to be paid for every month regardless of attendance.
    - Students absent more than three sessions may be replaced with another student upon mutual agreement.

Minimum Service Level. No Base Amount or Contingent Amount shall be paid if the Minimum Service Level specified herein is not met by Cignition.

Data. DPS and Cignition acknowledge that effectiveness relies on sharing of data to make timely decisions.

DPS shall provide:
- Student-level bandwidth assessment report for all students participating from a non-DPS network.
- Data as defined in RESPONSIBILITIES AND REQUIREMENTS.

Cignition shall provide:
- Minimum monthly report to DPS on tutor sessions completed and student attendance.
- Pre-diagnostic assessment results.
- Post-program diagnostic assessment results and pre-to-post diagnostic gain analysis within 30-days of program completion.

Review. Cignition and DPS shall meet to review program progress at least monthly.

Extension of Contract Period. The Contract Period can be extended by mutual agreement.

Student Participant Population: 9th and 11th grade students selected by DPS

Math Domain: Math 1 (9th) and Math 3 (11th)

Model: In-school online tutoring

Target Confirmed Participants (finalized by 3/12/2021): 1,000 students. Approximately 800 9th grade and 200 11th grade students.

Student Demographics: No more than 5% of students will be Special Education designated.

Milestones: 2 Milestones for each student

Milestone 1: Value: 7.5% (half of the 15% of our cost that is contingency-based)

Goal: Improvement in student engagement in math
Two questions for students to complete to evaluate this milestone:

1. Student checks one of four boxes:
- I look forward to my math tutoring sessions and believe they will help me
- I enjoyed working on math problems with my tutor this week.
- I didn't enjoy working on math problems with my tutor this week.
- I do not find math tutoring helpful and wish I did not have to go

2. Student checks one of four boxes:
- I learned a significant amount about how to solve math problems with my tutor this week.
- I learned some about how to solve math problems.
- I learned a little bit about how to solve math problems.
- I learned nothing about how to solve math problems.

Students fill out once per week throughout the program.

Criteria: Students must check one of the top two boxes of both measures in order for the success criteria of this measure to be met in a given week. Contingent fees for each student will be paid if they meet this criteria for 80% of the weeks of the program.

Milestone 2: Value: 7.5%

Goal: Improvement in algebra understanding

Pre-test administered online during last 30 minutes of first tutoring session
Post-test administered online during last 30 minutes of last tutoring session

Criteria: Students must improve at least 10% absolute in test score from pre to post to meet the criteria for this milestone. Contingent fees will be paid for each student that meets the criteria at the close of the program. The vendor may earn 50% of the contingent fee for this milestone for a given student if growth between 5% and 10% is achieved, and 25% of the contingent fee for this milestone if growth between 3% and 5% is achieved. No monies will be paid out for growth scores below 3%

An initial version of the pre and post tests will be developed by Cignition and then submitted to teachers at DPS for editing and suggestions.

Math 1 test coverage:

- Apply linear equations to problem solving.

Math 3 test coverage:

- Utilize the family of functions in problem solving (cubic, quadratic, square root, absolute value, circle, exponential)
- Apply quadratic equations to solve algebraic problems.

Rates:

$9,900 for Custom CPM-aligned lesson development for 9th and 11th grades, covering 66 lessons.

Up to $412,500 for group math tutoring sessions not to exceed four students per session for up to 1,000 9th and 11th grade students, as detailed in Schedule A. 40-minute virtual tutoring sessions delivered three times weekly for 10-weeks. Fees to be paid according to the below rate card.

Rate Card for Group Math Tutoring Sessions	
Outcome	Price
Base Payment per session	$ 42.50
Milestone 1: Student Engagement per student	$ 40
Milestone 2: Algebra Understanding per student	$ 40

Base Amounts:

Cignition will be paid for Custom CPM-aligned lesson development upon contract signing.

The base payment for group tutoring sessions will be paid in three installments, invoiced on the program launch date of 3/15/20, 4/5/2021, and 5/3/2021. The initial 3/15/2021 invoice will be calculated off of estimated sessions to be delivered, based on estimated confirmed students, as schools will be actively enrolling students throughout the first four weeks. The 4/5/2021 invoice will reconcile to

actual delivered sessions. Ciginition will ensure that sessions include as many students as possible, up to four, so as to optimize the number of sessions delivered for each school.

Contingency Fees: At the close of the program, Cignition will be paid additional fees per the rate card above for each of the Confirmed Participant Students for each milestone met.

Budget: Total of Base Amount plus all Contingent Milestones payments for Target Confirmed Participant Students must be no greater than **$422,400.**

Minimum Service Level: Every Confirmed Participant will have a Cignition tutor present online at their scheduled session time three times per week for eleven consecutive weeks. Cignition will provide virtual meeting and whiteboard technology to deliver online live tutoring sessions attended by up to four students per session. Cignition will monitor and report to DPS session up-time and any technical issues resulting from Cignition provided virtual meeting and whiteboard technology not caused by student bandwidth issues.

In the cases that (a) a Cignition tutor is not present for a scheduled session, causing a session cancellation, or (b) Cignition provided technology issues cause greater than 50% disruption in tutor-reported learning for that session, Cignition will report to DPS that the session did not meet the Minimum Service Level, reducing the next month's invoice by that session's cost as defined in the Rate Card.

ASSUMPTIONS

Cignition and DPS understand that student attendance may vary and that it is the responsibility of both parties to promote high attendance across participating students. Students not maintaining consistent attendance may be removed from the program's Milestone measurements.

Cignition's program is provided at a set cost factored off of four students per session, three sessions per group per week, 11-weeks of sessions, regardless of actual attendance.

CHANGE CONTROL PROCEDURE

Requested program changes that deviate from this SOW and the associated invoice for program services will be made as a formal amendment to the contract in writing

CONTRACT TYPE AND INVOICE PROCEDURES

Cignition's Math Support Program is provided at the monthly price outlined above, payment terms net-30.

POINTS OF CONTACT

Denver Public Schools:
June Marcel – Program Manager, Grant & Pilot Initiatives
Phone: (415) 517-7355
Email: JUNE_MARCEL@dpsk12.org

Cignition, Inc.:
John O'Connell – SVP of Business Development
Phone: (917) 548-2139
Email: johno@cignition.com

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SCHEDULE B- Travel Expenses

No travel expenses are anticipated for this project. Any travel expenses must be approved in advance in writing. Contractor shall submit all itemized receipts and supporting documentation to receive payment for its Travel Expenses. The District may reject Contractor's Travel Expenses not supported by itemized receipts and documentation.

The District uses the prescribed Federal guidelines for travel and reimbursement. No type of alcohol will be reimbursed and food reimbursements are only for that individual. Lodging reimbursements are only for the room – no room service, phone charges or movies will be reimbursed. Travel reimbursements are only economy seating and baggage fees – no extra leg room, business or first class will be reimbursed.

The daily amount for food and lodging is not to exceed the Federal Per Diem rates for Denver Metropolitan Area.

Daily Per Diem: $69.00 x Days ___
Daily Lodging: $178.00 x Days ___
Car Rental: x Days ___
Other Ground Transportation Costs: Actual value of receipts
Air Travel Costs: Actual ticket value _____

Total: N/A

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SCHEDULE C: Code of Conduct and Conflict of Interest Certification

I, Michael H. Cohen, certify as an authorized representative of Cignition, that I have read the District's ethical and purchasing policies, as listed below[1], related to my company conducting business with the District. I understand that the District's policies and regulations shall operate as a Code of Conduct. I agree to follow the District's Code of Conduct, and any legal and regulatory requirements applicable to my company's performance, work or contract, and that violating the District's Code of Conduct may result in immediate sanctions up to, and including the termination of my business relationship with the District. I understand that if I have questions concerning the meaning or application of the Code of Conduct or relevant legal and regulatory requirements, I will contact the appropriate District representative. I understand it is my responsibility to disclose any situation that might reasonably appear to be a violation of the Code of Conduct. I understand the absence of a specific guideline, practice or policy covering a particular situation does not relieve me from exercising the highest ethical standards applicable to the circumstances.

I have read the Code of Conduct, as listed below, which among other things, restates the District's policies prohibiting certain activities deemed illegal, unethical or against the best interest of the District. I accept and agree to the restrictions stated in the Code of Conduct. I hereby certify that I will comply with the Code of Conduct and to the best of my knowledge, all of my employees, subcontractors, and personnel under my supervision are aware of the Code of Conduct and will comply with its terms. I know and agree that it is incumbent upon me, and my employees to perform satisfactorily and to follow and comply with the District policies and rules as they are issued or modified from time to time.

I understand the District's Code of Conduct is a general guide to acceptable and appropriate behavior, and that I am expected to comply with it even though it may not contain all of the details and information needed during the course of my performance and work with the District.

During the period of time of my business relationship with the District, at no time will I, or any employee of mine: (i) engage in human trafficking or procure a commercial sex act; or (ii) use forced labor in the performance of my company's performance, work or contract with the District, including but not limited to, prison labor, indentured or slave labor, or bonded labor. I understand that if I, or any employee of mine, engage in any such activities my company's performance, work or contract may be immediately terminated by the District without penalty

Further, when dealing with District employees, I will adhere to the highest ethical standards of business conduct. When seeking the resolution of regulatory or ethical issues affecting my company's interests I will do so solely on the basis of merit and pursuant to proper procedures in dealing with the District and its employees. At no time will I, or any employee of mine offer, provide or solicit, directly or indirectly, any special treatment or favor in return for anything of economic value, or the promise or expectation of future value or gain. In addition, there shall be no entertaining of District employees with the expectation of receiving any future value or gain.

I will not accept or offer gifts, employ any person who is working for the District, nor do I have any close,[2] or immediate family[3] relationships with the District. If I do, I will immediately disclose the name and relationship of that person or persons and any existing potential conflict of interest with that District employee or any employee who may make decisions in their jobs that would allow him or her to give or receive preferential or favorable consideration in exchange for anything of a personal benefit to themselves or their friends and families. I understand that such situations could interfere with an employee's ability to make judgments solely in the District's best interest.

Accordingly, I have listed below all relationships and outside activities, which may require disclosure under the policy. I have also listed names, addresses and the nature of the relationships of all persons or entities doing business with the District from whom I, or any member of my immediate family, have received, may receive in the future, directly or indirectly, cash or a gift of more than nominal value ($25.00). Finally, to ensure there is no perceived conflict of interest, I have listed the name of all individuals employed by the District that are related to me or anyone in my business regardless of his or her position.

Printed Name: Michael H. Cohen

Title: CEO

Signature Michael H. Cohen

Date: March 10, 2021

1 **BC** Board Member Conduct Policy; **BCB** Board Member Conflict of Interest Policy; **DJ** Purchasing Policy; **DJA** Purchasing Authority Policy and regulation; **DJB** Purchasing Procedures Policy; **DJE** Bidding Practices Policy; **DJG** Vendor Relations Policy; **DJGA** Sales Calls and Demonstrations Policy; **DK** Stewardship of Funds Policy; **GBEA** Conflict of Interest Policy; and **GBEBC** Gifts To and Solicitations by Staff Policy.2 Close relationships means all persons, whether family or not, you may have a personal or business relation with performing work for, or on behalf of the District. 3 Immediate family means… spouse, partner in a civil union, children, siblings, parents, and in-laws (mother, father, brother, sister, daughter and son). See, Board Policy GBEA

SCHEDULE D- Insurance Requirements
General Provisions

Contractor agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement.

Contractor shall provide a copy of this Agreement to its insurance agent or broker. Contractor may not commence services or work relating to the Agreement prior to placement of coverage.

Contractor shall keep the required insurance coverage in force at all times during the term of the Agreement, or any extension thereof, during any warranty period, and for three (3) years after termination of the Agreement.

Insurer Ratings: The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-" VIII or better.

Cancellation, Non-Renewal Notifications: Each policy shall contain a valid provision or endorsement requiring notification to the District in the event any of the required policies are to be cancelled or non-renewed before the expiration date thereof. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, Contractor shall provide written notice of cancellation, non-renewal or reduction in limits to the District by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s).

Deductibles or Self-Insured Retentions: If any policy is in excess of a deductible or self-insured retention, the Contractor must notify the District. Contractor shall be responsible for the payment of any deductible or self-insured retention.

Minimum Requirements: The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Contractor. The Contractor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

Contractor shall advise the District in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limits. At its own expense, and where such general aggregate or other aggregate limits have been reduced below the required per occurrence limits, the Contractor will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.

Proof of Insurance: Contractor certifies that any certificate of insurance, (preferably an ACORD certificate), provided as evidence of insurance coverage under this Agreement, complies with all insurance requirements in this Agreement. The District's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Contractor's breach of this Agreement or of any of the District's rights or remedies under this Agreement. The District's Risk Management Department may require additional proof of insurance including but not limited to policies and endorsements.

Subcontractors and Subconsultants: All Subcontractors and Subconsultants (including Independent Contractors, Suppliers or other entities providing goods or services required by this Agreement) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of the Contractor. Contractor shall include all such Subcontractors as Additional Insureds under its policies (with the exception of Workers' Compensation) or shall ensure that all such Subcontractors and Subconsultants maintain the required coverages.

Insurance Coverage and Limits

Workers' Compensation/Employer's Liability (if applicable): Contractor shall maintain the coverage as required by statute and shall maintain Employer's Liability insurance with limits of at least $100,000 per occurrence for each bodily injury claim, $100,000 per occurrence for each bodily injury caused by disease claim, and $500,000 aggregate for all bodily injuries caused by disease claims.

Contractor expressly represents to the District, as a material representation upon which the District is relying on entering into this Agreement, that none of the Contractor's officers or employees who may be eligible under any statute or law to reject Workers' Compensation insurance shall affect such rejection during any part of the term of this Agreement, and that any such rejections previously effected, have been revoked as of the date Contractor executes this Agreement.

Commercial General Liability (if applicable): Contractor shall maintain Commercial General Liability coverage with limits of at least $1,000,000 for each occurrence, $1,000,000 for each personal and advertising injury claim, $2,000,000 products and completed operations aggregate, and $2,000,000 policy aggregate.

Professional Liability – Errors & Omissions: Contractor shall maintain Professional Liability coverage with limits of at least $1,000,000 per claim and $1,000,000 policy aggregate.

Sexual Abuse, Molestation or Misconduct: Contractor shall maintain Sexual Abuse, Molestation or Misconduct coverage with limits of at least $100,000.

Cyber/Network Security & Privacy Liability (if applicable): Contractor shall maintain Cyber/Network Security & Privacy Liability coverage with limits of at least $1,000,000 per occurrence and $1,000,000 policy aggregate. The policy shall include, but not be limited to, coverage for claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security.

Other Insurance Provisions

Additional Insured Status: For Commercial General Liability (if applicable), and Cyber/Network Security and Privacy Liability (if applicable), Contractor's insurer(s) shall name School District No. 1 in the City and County of Denver, d/b/a Denver Public Schools, and its elected officials, employees, representatives and agents as Additional Insureds.

Waiver of Subrogation: For coverages required under this Agreement, Contractor's insurer (s) shall waive subrogation rights against the District.

Primary Coverage: For claims related to this Agreement, Contractor's insurance coverage shall be primary and non-contributory with other coverage or self-insurance maintained by the District.

Claims Made Policies: For claims-made coverage, the retroactive date must be on or before the contract date or the first date when any goods or services were provided to the District, whichever is earlier.

Additional Provisions: Defense costs must be outside the limits of liability. Policies must contain a severability of interests or separation of insureds provision (no insured versus insured exclusion). The Commercial General Liability coverage must provide that this is an Insured Contract under the policy.