

## PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is effective as of 07/01/2021 (“Effective Date”), and is between School District No. 1 in the City and County of Denver and State of Colorado (the “District”) and CASEL, 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.
- 6.2 **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](#).
- 6.3 **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.
- 6.4 **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.
- 6.5 **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.

- 6.6 **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, including a fingerprint-based conviction investigation. 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.
- 6.7 **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 **06/30/2022** (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 be 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.

- 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

CONTRACTOR | CASEL

By: Staci Crum  
DPS Signer and Title

By: Kitty Rothschild  
Kitty Rothschild, Chief Operating Officer  
Signer and title

By: Staci Crum Jul 14, 2021  
Staci Crum, Director, Financial Operations

## **SCHEDULE A- Scope of Services and Contract Sum**

In 2011 CASEL embarked on an effort to put research into action by launching the Collaborating Districts Initiative (CDI). Since then, our collaborative has grown, representing some of the most diverse districts in the country and collectively educating about 1.6 million students a year.

As a crucial participating district of the CDI, you have been at the forefront of the national movement to create sustainable and systemic reforms through SEL. Through our partnership, we have collaborated to support the development of your district's capacities to plan, implement, and monitor systemic changes that impact schools and classrooms in ways that enhance students' social-emotional development and academic performance.

We invite you to continue to join us as a CDI Community Member. This continued partnership with CASEL includes an opportunity to explore the next stage of learning for systemic SEL in your district including\*:

A CASEL partnership includes participation in exclusive CASEL events and activities for CDI Districts\*, such as:

**Superintendent Roundtable meetings (1 District participant).**

**CASEL's annual *SEL Exchange/Summit*, (*Registration included for up to 6 district participants*)**

**Superintendent participation is requested for this annual event.**

**Cross-districts Professional Learning. (Up to 6 District participants inclusive of SEL, Equity and Research and Evaluation representatives)**

**3 in-person (or virtual if necessitated) learning engagements. (Two specific to cross-district teams, plus the *SEL Exchange* described above)**

**6-8 virtual learning engagements. (Variety of whole group, role-alike, facilitated, and project-aligned small group work.) Regularly scheduled virtual work sessions for cross-district role- alike groups. District SEL and Equity Leads, Coaches and department members, with Research and Evaluation staff members invited to focused learning in areas such as: *Implementing Transformative SEL; actionable understanding of equity elaborations; effective coalition building; strategies for***

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***elevating anti-racist policies and practices; liberatory mindsets and design; effective communication; sustaining fortitude and courage; movement-enhancing professional learning skills and strategies; student-centered academic integration; authentic, embedded continuous improvement strategies.***

**Continued collaboration in continuous improvement efforts for systemic SEL implementation. A district R&E representative with the district SEL team will review and share the CASEL District-level implementation rubric annually, along with any existing district- and school-level data reports or presentations. CASEL will provide access to our assessment protocols, tools, and resources (e.g., action-oriented SEL data reporting and associated trainings and companion materials) and support the documenting of implementation progress**

**Designated CASEL liaison(s) for phone/email technical assistance and continuous improvement support (up to 4 days/32 hours per year)**

**Other partnership opportunities as mutually agreed to advance systemic implementation of SEL in service of equitable outcomes for all**

**District Commitment Fee for continuing your district's involvement as a CDI Community Member for fiscal year 2021-22 is \$25,000. As a result of the 2021-22 matching fund, your responsibility will be \$12,500.**

**We have many accomplishments to celebrate together, and also recognize there are questions still to be addressed around implementing and sustaining transformative SEL. Should there be interest in a deeper engagement with CASEL beyond what is described above, we would be happy to discuss with you in further detail. We look forward to many more years of collaborating for a brighter, safer and more successful future for every student.**

**Proposed Total Contract Amount - \$12,500.00**



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



## **SCHEDULE B- Travel Expenses**

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:

## **SCHEDULE C: Code of Conduct and Conflict of Interest Certification**

I, Kitty Rothschild, certify as an authorized representative of [CASEL], that I have read the District's ethical and purchasing policies, as listed below<sup>1</sup>, 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,<sup>2</sup> or immediate family<sup>3</sup> 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: Kitty Rothschild

Title: Chief Operating Officer

Signature *Kitty Rothschild*

Date: 7/14/2021

<sup>1</sup> **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.<sup>2</sup> 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. <sup>3</sup> 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:** 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.

**Business Automobile Liability:** Contractor shall maintain Business Automobile Liability coverage with limits of at least \$1,000,000 each accident applicable to all owned, hired and non-owned vehicles used in performing services under this Agreement.

**Commercial General Liability:** 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 (if applicable):** Contractor shall maintain Professional Liability coverage with limits of at least \$1,000,000 per claim and \$1,000,000 policy aggregate.

**Excess/Umbrella Liability:** Contractor shall maintain Excess or Umbrella Liability coverage with limits of at least \$1,000,000 per occurrence and \$1,000,000 policy aggregate. Coverage must be written on a "follow form" or broader basis.

**Sexual Abuse, Molestation or Misconduct (if applicable):** Contractor shall maintain Sexual Abuse, Molestation or Misconduct coverage with limits of at least \$100,000.

**Commercial Crime (if applicable):** Contractor shall maintain Commercial Crime coverage with limits of at least \$1,000,000. Coverage shall include but not be limited to theft of District's money, securities or valuable property by Contractor's employees (including any extended definition of employee). The School District No. 1 in the City and County of Denver, d/b/a Denver Public Schools shall be named as Loss Payee as its interest may appear.

**Aircraft Liability – Aircraft or Drone use (if applicable):** Contractor shall maintain Aircraft Liability insurance covering all manned and/or unmanned aircraft used in the performance of the work with limits of at least \$1,000,000 single limit.

**Liquor Legal Liability (if applicable):** Contractor shall maintain Liquor Legal Liability coverage with limits of at least \$1,000,000 per claim and \$1,000,000 policy aggregate.

**Garagekeepers Liability (if applicable):** Contractor shall maintain Garagekeepers Liability coverage with limits of at least \$1,000,000 aggregate. The following three types of required insurance coverages may be met with separate policies or a combination of these coverages under one policy. If in a combined policy, the combined policy form shall include minimum limits of at least \$3,000,000 each occurrence and in the aggregate.

**Technology Errors & Omissions (if applicable):** Contractor shall maintain Technology Errors & Omissions 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 Network Security, Privacy Liability and Product Failure.

**Media Professional Liability (if applicable):** Contractor shall maintain Media Professional Liability coverage with limits of at least \$1,000,000 per claim and \$1,000,000 in the aggregate. The policy shall include, but not be limited to, coverage for libel, slander, infringement of copyright, invasion of the right of privacy, and unauthorized use of titles, formats, ideas, characters, plots or other material used in the publication or design.

**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, Auto Liability, Excess or Umbrella Liability, Cyber/Network Security and Privacy Liability (if applicable), Aircraft Liability (if applicable), and Liquor Legal 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 noncontributory 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.

# CASEL - Revised

Final Audit Report

2021-07-14

Created:	2021-07-14
By:	Debbie Woods (deborah_woods@dpsk12.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAjYAluuXpqcgHJXv17DtoNTPXi8FmQvp8

## "CASEL - Revised" History

-  Document created by Debbie Woods (deborah\_woods@dpsk12.org)  
2021-07-14 - 2:09:30 PM GMT- IP address: 164.92.50.24
-  Document emailed to Staci Crum (staci\_crum@dpsk12.org) for signature  
2021-07-14 - 2:10:01 PM GMT
-  Email viewed by Staci Crum (staci\_crum@dpsk12.org)  
2021-07-14 - 2:11:07 PM GMT- IP address: 164.92.50.24
-  Document e-signed by Staci Crum (staci\_crum@dpsk12.org)  
Signature Date: 2021-07-14 - 3:54:22 PM GMT - Time Source: server- IP address: 164.92.50.24
-  Agreement completed.  
2021-07-14 - 3:54:22 PM GMT



## AGREEMENT

### GENERAL CONTRACT INFORMATION

**Contract Name:** CASEL  
**Effective Date:** September 1, 2017  
**Expiration Date:** June 30, 2018  
**Contract Type:** ICA  
**Contract Subclassification:** GENERAL  
**Proposed Total Amount:** 150,000.00  
**Vendor #:**  
**DPS Fiscal Year:** July – June  
**Contract # :** 1143

1. **Contract Information - To begin, press the blue Negotiate Terms button above**

a) **This section is not modifiable**

To revise the Supplier or General Contract Information, please do so in the Scope of Work Correction Area

#### SUPPLIER

Supplier - CASEL  
Address - 815 W. Van Buren Street, suite,suite 210 Chicago,IL,60607  
Work - 312 3122263770 361  
Fax - 312 2263777  
Email - rliebman@casel.org  
Tax Id - 20-5884201

#### CONTRACT INFORMATION

Contract Name - CASEL  
Effective Date - September 1, 2017  
Expiration Date - June 30, 2018  
Proposed Total Contract Amount - 150,000.00

b) **Scope of Work Correction Area**

MODIFICATION AREA - Update information below if Scope of Work and General Contract information is incorrect. Press the blue Edit Term button below to begin corrections. Press OK when complete. Changes will display as redlines in the Contract.

Scope of Work Title - Social and emotional learning  
Scope Description - Consultant to provide services for systemic social and emotional learning implementation  
Person On Site - TBD - COMPANY HOUSES OWN BACKGROUND CHECKS  
Schedule and Work Location - DPS Schools and Departments during regular business hours  
Effective Date -



Expiration Date -  
Proposed Total Contract Amount -

2. **Standard Terms and Conditions - Non Negotiable**

a) **DPS Standard Terms and Conditions**

Click on the Standard Terms and Conditions.rtf document. These are non-negotiable for all independent contractors with Denver Public Schools. Should you desire to negotiate these terms, please contact Strategic Sourcing to request such negotiation.

3. **Attachments - Please see each individual Term for instructions**

a) **Term - Background Checks**

1. Click on Criminal Background.rtf document
2. Print, sign and notarize the document
3. Scan and add the sign/notarized document using the blue Add Attachment button below
4. The attached document will be displayed under Attachments To Be Added

b) **Term - Contractor Supplied Scope of Work**

If applicable, upload a Scope of Work document associated with this ICA. Preferred format is .pdf

1. Click the Add Attachment button below
2. The attached document will be displayed under Attachments To Be Added

c) **Term - Insurance Requirements & Certificate of Insurance**

See Additional Insurance required for this particular contract.

1. Click on the insurance .rtf documents
2. Proof of insurance is required. Click the Add Attachment button below. Preferred format is .pdf
3. The attached document will be displayed under Attachments To Be Added

4. **Acceptance - See instructions below**

a) **Contractor Signature**

To execute this Contract:

1. Click the View contract as pdf in the upper right corner
2. Print, sign and notarize the document
3. Scan and add the sign/notarized document using the blue Add Attachment button below
4. The attached document will be displayed under Attachment To Be Added
5. Click the Blue Submit Term Changes below. The negotiated terms and attachments will be sent to Denver Public Schools.

IN WITNESS OF THE PARTIES AGREEMENTS, the District and the Contractor have executed this Agreement on the date(s) indicated on the signature page hereafter.

I agree to the above Scope of Work

I have read and agree to the Standard Terms and Conditions and Insurance Terms

I have attached the requested documents (Background Check, Scope of Work, Proof of Insurance)

Notary of Acknowledgement

\*Subscribed and sworn to me by \_\_\_\_\_ in the county of \_\_\_\_\_, State of \_\_\_\_\_  
this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Witness My Hand And Official Seal

My Commission Expires: \_\_\_\_\_

By: \_\_\_\_\_

Notary Public

\*CONTRACTOR

Signature \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Tax ID: \_\_\_\_\_

Date: \_\_\_\_\_

E-mail: \_\_\_\_\_

Phone Number: \_\_\_\_\_

07/07/2017



**DENVER PUBLIC SCHOOLS INDEPENDENT CONTRACTOR  
Standard Terms and Conditions**

**WHEREAS**, School District No. 1 in the City and County of Denver and State of Colorado (hereinafter referred to as the “District”) has the statutory authority to contract with persons, firms, consultants and/or entities for the provision of services to the District; and

**WHEREAS**, the District has determined that a need exists to retain a Contractor to provide the services hereinafter specified; and

**WHEREAS**, the contractor’s/business name as set forth above, as reported to the IRS and indicated on your W9 (hereinafter referred to as the “Contractor”) is qualified to provide the services required by the District; and

**WHEREAS**, the District keeps and maintains information, including trade secrets, student records, and other similar information, that may not be disclosed (“Confidential Information”) pursuant to applicable state, and federal laws.

**NOW, THEREFORE**, the undersigned parties desire to enter into this Agreement subject to the following terms and conditions:

**\*Scope Of Services** The Contractor shall perform the Services as set forth above:

**\*Schedule**. The District and the Contractor agree that the services shall be provided at the following mutual **agreed locations** and **times** as agreed to and as set forth above.

**\*Term**. The provision of services under this Agreement shall commence on Effective Date and will terminate on Expiration Date; however, under no circumstances will the Term exceed the end of the current DPS Fiscal year (July – June). The Contractor understands and agrees that the District has no obligation to extend this Agreement’s term, or contract for the provision of any future services, and makes no warranties or representations otherwise.

**\*Remuneration and Invoicing**.

The Contractor’s fee the District is obligated to pay for the services rendered under this Agreement is as follows (Enter Amount): \_\_\_\_\_ -- and under no circumstances whatsoever shall the fee exceed the “(Maximum Amount)” as set forth above.

The District payment terms are net 30 from the invoice date (invoice date must be after services have been completed). The District does not pre pay or make deposit for any services. All payments are issued after services have been rendered. All invoices must be submitted directly to the Accounts Payable Department. The email address is [accountspayable@dpsk12.org](mailto:accountspayable@dpsk12.org) or invoice through the supplier portal.

The Contractor shall furnish the following information within invoices that are submitted for request of payment once services have been completed for the District.

Remit to: Provider's name, address, phone number, and email

Bill to: Denver Public Schools, Accounts Payable, 780 Grant, Denver, CO 80203

Ship to: the school or department where services were performed, along with contact name and phone number of person requesting service

Invoice number (if an invoice number is re-used by vendor, the invoice will be returned to the vendor asking them to submit a corrected invoice with a different invoice number)

Invoice date (must be after services have been completed. Invoices can be submitted weekly or monthly)

Applicable service agreement number

Required information of services or activities performed

Dates the services or activities were rendered

Total hours service or activities performed on that date

The hourly rate or compensation rate for the services rendered

The name of all service providers who performed services on that date

Detailed description of the services or activities performed in accordance with the scope of work approved by the District

For travel related expenses, a copy of all itemized receipts are required before reimbursements will be issued.

**Travel Expenses\ Other Direct Expenditures.** The total amount of the Contractor's Fee must be approved in advance and include all of the Contractor's actual expenses and costs for food, lodging and travel ("Travel Expenses") incurred in connection with the provisioning of services. 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:

Under no circumstances whatsoever shall Travel Expenses exceed Fee without advanced written approval of the District; and should actual expenses and costs be less than the total amount allocated to the Contractor for Travel Expenses, the District will retain the remaining amount of the Travel Expenses allocated to the Contractor.

The 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. No other types of expenditures are reimbursable, they should all be included in your service amount.

**Independent Contractor.** The Contractor is retained solely for the purposes set forth in this Agreement and shall at all times have the status of an Independent Contractor. The parties agree that the District will:

Not require the Contractor to work exclusively for the District; and

Not establish a quality standard for the Contractor, or oversee the actual work or instruct the Contractor as to how the work is to be performed, except the Parties agree as stated in the statement of work that the

Contractor's services will be consistent with generally accepted industry standards for the Contractor's customary services and products; and  
Pay the Contractor only the compensation stated in Paragraphs 4 and 5; and  
Not terminate the Contractor's current services for particular work the Contractor accepts from the District unless the Contractor violates the terms of this Agreement or fails to produce a result that meets the specifications of this Agreement; and  
Not provide more than minimal training for the Contractor; and  
Not provide tools or benefits to the Contractor; and  
Not dictate the time of performance, except that a completion schedule and a range of mutually agreeable work hours may be established through a written agreement mutually acceptable to both Parties for particular work the Contractor accepts from the District; and  
Not pay the Contractor individually if the Contractor is an individual; instead, the District will make all compensation checks payable to the trade or business name under which the Contractor does business; or  
Not combine its business operations in any way with the Contractor's business, but instead both Parties will maintain their own operations as separate and distinct.

**No Employment Benefits.** To the extent the law permits, the Contractor waives all claims against the District for any Employee benefits including worker's compensation and general liability insurance coverage of its employees. **The Contractor expressly agrees that, as an independent contractor, neither the Contractor nor any of its employees, subcontractors or agents is entitled to any employee benefits from the District, including, but not limited to, any employer withholdings or liability for: taxes, FICA, Medicare or Medicaid; medical or disability insurance; vacation or leave; pension; unemployment insurance or worker's compensation insurance (collectively, "Employee Benefits") unless provided by the Contractor or some other entity. The Contractor is obligated to pay federal and state income tax on any moneys paid by the District under this Agreement.**

**Relief The District May Seek.** The Contractor further agrees that, if the 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 lost confidential information. Accordingly, the Contractor agrees that if the 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 the Contractor take action or refrain from action to preserve the secrecy of the District's Confidential Information and to protect the District from additional damages, and the Contractor agrees the District does not need to post a bond to obtain an injunction and waives the Contractor's right to require such a bond.

**Confidential Information Belongs Solely To The District.** The District's Confidential Information and all other confidential information and data relating to the District's business are the District's exclusive property, and the Contractor therefore agrees that:

1. All notes, data, reference materials, sketches, drawings, memoranda, disks, documentation and records in any way incorporating or reflecting any of the Confidential Information and all proprietary rights in the Confidential Information, including copyrights, trade secrets and patents shall belong exclusively to the District;
1. At all times while this Agreement is in effect, the Contractor will keep secret and will not disclose to any third party, take or misuse any of the District's Confidential Information, or any other confidential information the Contractor acquires or has access to because of its provision of services;
1. At all times while this Agreement is in effect, the Contractor will not use or seek to use any of the District's Confidential Information for the Contractor's own benefit or for the benefit of any other person or business or in any way adverse to the District's interests;
1. If the Contractor has received any of the School District's Confidential Information during the Term of this Agreement, Contractor may use de-identified records and information (collectively, "De-identified Information") derived from the District Information for research and other legitimate uses provided that the Contractor removes all "personally identifiable information". In the event Contractor uses De-identified



Information, Contractor hereby agrees, represents, and warrants to District that Contractor has made a reasonable determination that no “student’s” identity is personally identifiable, upon use or disclosure of any De-identified Information. The Contractor will indemnify, defend and hold harmless District and District’s affiliates, officers, directors, and employees from and against any third party claims, demands, causes of action, judgments, damages, liabilities, costs and expenses (including reasonable attorney’s fees) arising from or relating to the Contractor’s or any of the Contractor’s employees, agents, contractors, or representatives unauthorized use, misuse, or illegal use of De-identified Information.

1. On the District's request or on termination of this Agreement, the Contractor will promptly return to the District all its property, specifically including all documents, disks or other computer media or other materials in the Contractor's possession or control that contain any of the District's Confidential Information;
1. After termination of this Agreement, the Contractor will preserve the secrecy of and will not disclose directly or indirectly to any other person or business any of the District's Confidential Information; and
1. The Contractor will promptly advise the District of any unauthorized disclosure or use of the District's Confidential Information by any person or entity.

The Parties agree this provision is intended to express the District's rights and the Contractors' duties to the District under the Colorado Uniform Trade Secrets Act, C.R.S. 7-74-101, et seq., and other applicable law. Additionally, the Contractor’s obligation regarding the preservation and return of the District's Confidential Information will continue indefinitely, both during and after the time during which the Contractor may provide services and products to the District.

**Confidentiality Agreements With The Contractor’s Employees.** The Contractor will cause each of its Employees who may gain access to any of the District's Confidential Information, to execute a confidentiality agreement reasonably acceptable to the District before disclosing any Confidential Information to that Employee or permitting that Employee to have access to any Confidential Information.

**Open Records** The parties understand that all material provided or produced under this Agreement 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 School District for disclosure of such information, School District will advise the Contractor of such request in order to give the Contractor the opportunity to object to the disclosure of any of its proprietary or confidential material. In the event of the filing of a lawsuit to compel such disclosure, School District will tender all such material to the court for judicial determination of the issue of disclosure and the 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.

**Intellectual Property** Neither party shall acquire any rights, either express or implied, to the intellectual property of the other unless expressly acknowledged in writing as a “Work For Hire” in this Agreement or another written Agreement between the parties.

**Ownership of Intellectual Property.** Each party shall retain ownership of its respective pre-existing intellectual property, which is all intellectual property rights owned or controlled by a party prior to the effective date of this Agreement and neither party shall acquire any rights, either express or implied, to the other party’s pre-existing intellectual property without an express written agreement.

**Trademarks/Copyrights.** Each party to this Agreement acknowledges the validity of the other party’s service marks, trademarks, trade names, patents, or copyrights, if any, and will not in any way infringe upon or otherwise harm the other party’s rights or interests in such property.

**Use and Protection of Intellectual Property.** At all times while this Agreement is in effect, neither party will use, in any adverse way or for its own benefit or for the benefit of any third party, the intellectual property belonging to the other party without the express written consent of that party. All intellectual property, whether or not designated as propriety or confidential, received by any party shall be accordingly treated as this Agreement requires, and the failure by a party to identify information as a party’s intellectual property is neither a waiver that the intellectual property is not confidential or propriety nor shall it operate as a loss of any party’s rights with respect to that intellectual property. Upon receipt of written notification

that the information identified as intellectual property is owned by a party, the other party shall keep it confidential and the respective parties' obligations hereunder shall apply to any subsequently identified intellectual property. However, without breaching the confidentiality this Agreement requires or violating any party's intellectual property rights, any information or materials that is generally available and has been previously disclosed or is in the public domain is excluded from any obligation under this Agreement.

Contractor acknowledges that all deliverables, reports and written documents ("Materials") expressly prepared for, or submitted to the School District by the Contractor while performing the scope of work under this Agreement, belongs exclusively to the District; and if the Materials are deemed copyrightable, patentable and may be subject to trade, or service marks protection, shall be considered created and developed as "Works For Hire" and to the extent that this Agreement expressly or impliedly requires the Contractor to produce Materials which may be subject to patent, copyright, trade secret, or proprietary rights of any kind. No license or right is granted to the Contractor either expressly or by implication, estoppel or otherwise to publish, reproduce, prepare derivative works based upon, distribute copies of, publicly display, or perform, any of such items, except pre-existing materials of the Contractor, either during or after the term of this Agreement without a written agreement signed by an authorized representative of the School District. Third Party Intellectual Property. The Contractor agrees to secure permission in writing from any third parties whose intellectual property are utilized in whole or in part by Contractor in the preparation of the Materials, and notify the District as to what degree the third party's Materials were used as well as any limitations placed on the use of those Materials.

License. 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.

Assignment of Intellectual Property. To the extent that any Materials may not, by operation of law, be works made for hire, the Contractor hereby assigns to the School District the ownership of copyright in the deliverable items 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 items. The Contractor agrees to give the District or its designees all assistance reasonably required to perfect such rights.

**Compliance With Law/District Policies.** The Contractor will comply with all laws, regulations, municipal codes and ordinances and other workplace requirements and standards applicable to the provision of services/work performed 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.

**Immigration.** Contractor does not knowingly employ an undocumented person who shall perform work under this Agreement and shall confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Agreement, through participation in the E-Verify Program or the District program established pursuant to CRS §8-17.5-102(5)(c). Contractor does not knowingly employ an undocumented person to neither perform work nor enter into an agreement with a subcontractor that fails to certify to contractor that the subcontractor does not knowingly employ or contract an undocumented person to perform work under this Agreement. Contractor : (a) does not use E-Verify Program or the state program procedures to undertake pre-employment screening of job applicants while this agreement is being performed; (b) shall notify the subcontractor within three days if Contractor has actual knowledge that a subcontractor is employing or using an undocumented person to work under this Agreement and will terminate the agreement if a subcontractor does not stop employing or using the undocumented person within three days of receiving the notice; and (d) 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 School District may terminate this Agreement and, if so terminated, Contractor shall be liable for damages.

In the event Contractor is a natural person eighteen (18) years of age or older, Contractor hereby swears and affirms under penalty of perjury that he or she (i) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (ii) shall comply with the provisions of CRS §24-76.5-101 et seq., and (iii) has produced one form of identification required by CRS §24-76.5-103 prior to the effective date of this Agreement.

**Contractors Debarred, Suspended, or Proposed for Debarment.** The Contractor, to the best of its knowledge and belief, represents that the Contractor and/or any of its principals, officers, directors, owners, partners, or a person's 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.

#### **Background Checks.**

Contractor and every person, including any subcontractor or agent of the Contractor, providing services hereunder, including but not limited to transportation, instruction, or food services, that has direct student contact at least once a month, shall be required to have a criminal background check. The results of the background check shall comply with the provisions of 24-72-305.3, C.R.S. and other applicable requirements of the District, and upon request, be available to the District to the extent legally permitted. The criminal background check shall, at a minimum, meet the requirements of 22-32-109.7, C.R.S.

Notwithstanding that every person having direct student contact complies with the criminal background check requirements as set forth above in this paragraph, Contractor hereby acknowledges and certifies that, to the best of its knowledge, no employee, subcontractor or agent of Contractor rendering services under this Agreement has been convicted in Colorado or in any other State of a criminal offense involving the following which shall apply by way of illustration but not limitation:

The abuse, abduction, sexual molestation, physical or sexual assault on, or rape of a minor, or any crime involving exploitation of minors, including but not limited to child pornography offenses; or any crime of violence. "Convicted" includes the forfeiture of any bail, bond, or other security deposited to secure appearance by a person charged with a felony, misdemeanor, municipal ordinance, the payment of a fine, a plea of nolo contendere, and the imposition of a deferred or suspended sentence imposition of suspended or deferred sentences or judgments, entry of "nolo contendere" pleas and a listed or unlisted registered sex offender.

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

The costs associated with conducting the above-required criminal background screenings are solely the responsibility of Contractor. Before services begin, each person required to provide a criminal background check shall disclose in writing and sign a notarized affidavit attached hereto as an exhibit, if he or she has or has not been charged or convicted of a felony, misdemeanor, municipal ordinance or similar violation. Thereafter, any new personnel, subcontractor volunteer or agent hired or added for the provisioning of services during the term of this Agreement shall satisfy the requirements set forth in paragraph 17 before performing services on behalf of Contractor.

**Termination/Revocation.** The parties may terminate this Agreement, or any portion or portions thereof, upon sending a thirty (30) day 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 other party. In the case of partial termination, if the School District determines that a partial termination will significantly reduce the value, the need or the efficacy of the remaining portion of the work or will not accomplish the intended purpose of the work, for which the Agreement was made, the School District may subsequently terminate the Contractor's performance of the remaining services or work. Written notification shall be sent to the other party by certified mail, return receipt requested, and shall be deemed effectively given ten (10) days after the date of mailing. In the event of termination, the District shall be obligated to pay the Contractor only for services rendered up to the effective date of termination. In addition, the District may terminate this Agreement immediately without prior notice if any of the following occurs:

1. If the Contractor commits an act of fraud, dishonesty, or any other act of negligent, reckless or willful misconduct in providing services to the District;
1. 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 for to the party/parties to that contract; or
1. 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.
1. In case of a partial termination or suspension, because the Contractor failed to correct work within the specified timeframe based on the reason(s) stated in the written notification of termination, the School District may take any or all of the following actions:

Temporarily withhold payments pending the correction of the work or services by the Contractor identified as nonconforming by the School District.

Reduce the payment of the funds by any percentage or amount that is less than the total amount of compensation provided in this Agreement if any work or activity the Contractor has performed does not conform to the work or services this Agreement requires.

Stop the performance of any further work the Contractor would have performed under this Agreement.

1. Upon termination of the Agreement by School District pursuant to this Section 18, the Contractor will not have any claim against School District by reason of, or arising out of, incidental or relating to termination, except for compensation for work satisfactorily performed as described in the Agreement. 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 School District within ninety (90) days from the date of early termination.

**Stop Work Order.** The School District may, by written order to the Contractor, at any time, require the Contractor to stop all or any part of the work called for by this Agreement. This order shall be for timeframe specified in the order delivered to the Contractor. Any such order shall be identified specifically as a stop work order issued pursuant to this paragraph. Upon receipt of such an order, the Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the incurring of costs allocable to the work covered by the order during the

timeframe of the work stoppage. Before the stop work order expires, the School District shall either cancel the stop work order or terminate the work covered by such order or in accordance with Section 18 of this Agreement.

**Indemnification and Insurance Exceptions.** If the Contractor is a “public entity” within the meaning of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S., as amended (“Act”), the following shall apply:

- **Insurance.** Contractor shall maintain insurance, by commercial policy or self-insurance, as is necessary to meet the Contractor’s liabilities under the Act. Proof of such insurance shall be provided upon request by the School District.
- **Liability.** Each party to this Agreement shall be liable for the actions and omissions of its respective officers, agents, employees and subcontractors, to the extent provided by the Colorado Governmental Immunity Act. This obligation shall survive termination of this Agreement.

**If the Contractor is not a “public entity” then the terms and conditions contained in Sections 20 and 21 below shall apply:**

**Indemnification.** The 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, representatives, or agents, which arises directly or indirectly from any act or omission of the Contractor, including but not limited to any misconduct or neglect by the Contractor and/or its employees, subcontractors, or agents. Furthermore, to the maximum extent permitted by law, the 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 the Contractor will reimburse the District for any award, judgment or fine against the District based on the position the Contractor and/or any of its employees, subcontractors or agents, who provides any services to the District related to this Agreement was ever the District’s employee, and all attorneys’ fees and costs the District reasonably incurs defending itself against any such liability.

**Dispute Resolution** Except for receipt of written notification to terminate, suspend or stop work pursuant to this Agreement, if the Contractor believes in good faith that the other party has failed to meet any other substantial obligation, timely complete performance or provide the services and materials required as set forth by this Agreement or has otherwise not substantially complied with this Agreement (“Breach”), then within thirty (30) days from the date the breach occurred, the Contractor shall send written notification to the School District identifying the allegations and/or reasons the Contractor believes the School District has breached this Agreement. Upon receipt of written notice, the School District shall have twenty (20) business days to correct or cure the alleged breach or to notify the Contractor that the alleged breach of this Agreement has not occurred. Upon finding the School District has failed to correct or respond in writing within the agreed upon timeframe before the Contractor may pursue any available remedy at law or in equity.

**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 the Contractor’s address provided in this Agreement, while the District’s Notice address is as follows: Denver Public Schools, Director of Purchasing, 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.

**Modification/Entire Agreement/No Prior Agreement.** This Agreement constitutes the entire understanding between the parties hereto and may not be modified and/or amended unless any such modification or amendment is reduced to writing and signed by both parties. The Contractor further understands and agrees that this Agreement

supersedes any prior written or verbal agreement, promise, representation, understanding, or course of conduct between the parties.

**No Agency Created.** The Contractor agrees and understands that no authority exists through this Agreement permitting the Contractor to enter into any third party contract, assume any obligation, or makes any representation to third parties on behalf of, or which may bind the District.

**Conflict of Interest.** The Contractor cannot be related to any school district employee if such a relationship would create a material financial interest or result in the violation of DPS Board Policy GBEA by either the Contractor or the school district employee.

**Non-Solicitation.** The either party shall not solicit directly or 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.

**No Unauthorized Use Of Names.** Neither party will use the other's name in any advertisement, promotion, business card, etc. without the other party's prior written consent.

**Assignment Prohibited.** The Contractor cannot assign any of the services that require performance under the Agreement. In this regard, the Contractor understands that the performance of the scope of work is considered personal services under this Agreement.

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

**No Third Party Beneficiary** Enforcement of the terms of the Agreement and all rights of action relating to enforcement are strictly reserved to the parties. Nothing contained in the Agreement gives or allows any claim or right of action to any third person or entity. Any person or entity other than School District or the Contractor receiving services or benefits pursuant to the Agreement is an incidental beneficiary only.

**Financial Interest.** The signatories aver that to their knowledge, no employee of the school district has any personal or beneficial interest whatsoever in the service or property described in this Agreement. The Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor's services and Contractor shall not employ any person having such known interests. CRS §§24-18-201 and 24-50-507.

**Governing Law.** This Agreement has been executed in Colorado and shall be governed in accordance with the laws of the State of Colorado in every respect.

**Severability.** If it is found by a court of competent jurisdiction or by operation of law that a term or provision of this Agreement is invalid or unenforceable, the remainder of the Agreement shall be unimpaired and continue in force and effect, and the invalid or unenforceable term or provision shall be replaced by such valid term or provision as comes closest to the intention underlying the invalid or unenforceable term or provision.

**No Waiver.** No assent, expressed or implied, by the District to any breach of any obligation or covenant by the Contractor shall be construed as a waiver of any subsequent or other breach by the Contractor. Notwithstanding any other provision of this Agreement to the contrary, no term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, unless it is in a written document executed by the party against whom the waiver is sought to be enforced.

**Paragraph Headings.** The captions and headings set forth herein are for convenience of reference only, and shall not be construed to limit or define the terms and provisions hereof.

**Conflict.** In the event of a conflict between the terms of the Agreement and any exhibits attached to this Agreement, the terms of this Agreement shall prevail.

**Counterparts Of This Agreement.** This Agreement may be executed in two (2) counterparts, each of which shall be deemed to be an original of this Agreement.

**\*PERA Contribution.** The District is required to verify the Public Employee Retirement Association ("PERA") retirement status and contributions, with respect to making a PERA Contribution.

Please note anyone affiliated with PERA to which funds have been disbursed will be reported to PERA.

Please ensure that you have answered the PERA questions within the Supplier Portal.

The Contractor represents that: The Supplier Portal questions have been answered appropriately.

**IN WITNESS OF THE PARTIES AGREEMENTS,** the District and the Contractor have executed this Agreement on the date(s) indicated on the signature page hereafter.

**Notary of Acknowledgement**

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

Witness My Hand And Official Seal

My Commission Expires: \_\_\_\_\_

By: \_\_\_\_\_

Notary Public

**\*CONTRACTOR** \_\_\_\_\_

Signature \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Tax ID: \_\_\_\_\_

Date: \_\_\_\_\_

Email: \_\_\_\_\_ Phone Number: \_\_\_\_\_

**07/10/2017**

**Exhibit 1 - Criminal Background Check Certification**

PLEASE READ CAREFULLY: It is required that every person, including any subcontractor or agent of the Contractor, providing services, including but not limited to transportation, instruction, or food services, who regularly has direct, student contact or access to DPS facilities shall (i) complete and notarize this form certifying their disclosed criminal history and information, if any, is true and accurate; and (ii) upon request, be able to provide a criminal background report from a state and/or federal law enforcement agency; and (iii) as a result of the information disclosed or contained in your criminal background report and this certification, agree to provide additional information, if needed.

NOTE: A CRIMINAL CONVICTION IS NOT AN AUTOMATIC DISQUALIFICATION, HOWEVER, ANY PERSON'S SUBMISSION OF FALSE OR MISLEADING INFORMATION OR FAILURE TO DISCLOSE REQUESTED INFORMATION OR IF THE RESULTS ARE INCONSISTENT WITH THE INFORMATION PROVIDED, MAY DISQUALIFY THE PERSON FROM PERFORMING THE SERVICES OR WORK SPECIFIED UNDER ANY AGREEMENT OR RESULT IN THE TERMINATION OF THE AGREEMENT BETWEEN THE DISTRICT AND CONTRACTOR IF SUBSEQUENTLY DISCOVERED AT A LATER DATE.

For purposes of the certification below, a person is deemed to be convicted of committing a felony or misdemeanor if such person has been convicted under the laws of any other state, the United States, or any territory subject to the jurisdiction of the United States of an unlawful act which, if committed within this state, would be a felony or misdemeanor. For purposes of this section "Convicted" means a conviction by a jury or by a court and shall also include the forfeiture of any bail, bond, or other security deposited to secure appearance by a person charged with a felony or misdemeanor, the payment of a fine, a plea of nolo contendere, and the imposition of a deferred or suspended sentence by the court.

Please answer the following questions affirming that you HAVE NOT or HAVE been convicted of any charge(s) such as a felony, misdemeanor, or municipal ordinance violation.

- 1 I HAVE NOT been convicted of committing any felony misdemeanor or municipal ordinance violation; but not including any misdemeanor traffic offense or traffic infraction, ☐ TRUE OR ☐ FALSE?
- 2 I HAVE been convicted of committing any felony or misdemeanor; but not including any misdemeanor traffic offense or traffic infraction, ☐ YES OR ☐ NO?
- 3 Is there any felony, misdemeanor, or municipal ordinance violation charge(s) currently pending against you, ☐ YES OR ☐ NO?
- (d) Have you ever been convicted of or been terminated or resigned because of inappropriate or illegal behavior involving a child or children, ☐ YES OR ☐ NO?





If your answer to (a) is FALSE or to either (b) (c) and (d) is YES, provide a detailed explanation of the circumstances concerning your resignation or termination and the relevant facts and disposition of your felony, misdemeanor or municipal ordinance violation for which you were convicted of, or is currently pending, include the date of your conviction or when you were charged and the court entering the judgment of conviction or where any charges are currently pending in the space provided below.

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I, (person's name) \_\_\_\_\_, certify, under penalty of perjury that by the submission of this certification the answers given to the questions above are true and complete. I authorize investigation of all statements contained in this certification as may be deemed necessary in arriving at a decision regarding my participation. I understand that false or misleading information given in this certification, or employment records, or interview(s) with my organization shall result in immediate termination to perform services for, or on behalf the school district. I also understand that I am required to abide by all of the school district's applicable policies, rules and regulations. I authorize the investigation of my personal and/or employment history and authorize any former employer, person, firm, corporation, school, college, governmental or law enforcement agency to disclose pertinent information they may have regarding me. This authorization shall remain in effect during the course of my providing services as an agent, employee or volunteer with the school district for the purpose of verifying any information contained in this certification. In consideration of the review of this certification, I release the school district and all providers of information from any liability as a result of furnishing and receiving this information. I understand that my ability to serve as an agent, employee or volunteer may be predicated upon the truthfulness of my answers in this certification and the results of any criminal background check concerning felony or misdemeanor convictions. My acceptance and or agreement below constitutes a waiver of any rights I may have to inspect and review confidential references and all other materials requested and/or submitted on a confidential basis regarding this certification.

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

\_\_\_\_\_  
Signature

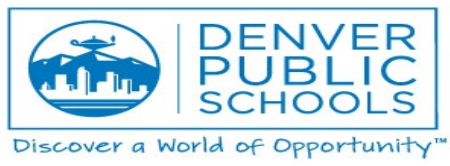
\_\_\_\_\_  
Date

**Notary of Acknowledgement**

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

Witness My Hand And Official Seal

My Commission Expires: \_\_\_\_\_



By:  
Notary Public

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## AGREEMENT

### GENERAL CONTRACT INFORMATION

**Contract Name:** CASEL  
**Effective Date:** July 1, 2018  
**Expiration Date:** June 30, 2019  
**Contract Type:** ICA  
**Contract Subclassification:** GRANTS  
**Proposed Total Amount:** 150,000.00  
**Vendor #:** 10942  
**DPS Fiscal Year:** July – June  
**Contract # :** 2514

1. **Contract Information - To begin, press the blue Negotiate Terms button above**

a) **This section is not modifiable**

To revise the Supplier or General Contract Information, please do so in the Scope of Work Correction Area

#### SUPPLIER

Supplier - CASEL  
Address - 815 W. Van Buren Street, suite,suite 210 Chicago,IL,60607  
Work - 312 3122263770 361  
Fax - 312 2263777  
Email - rliebman@casel.org  
Tax Id - 20-5884201

#### CONTRACT INFORMATION

Contract Name - CASEL  
Effective Date - July 1, 2018  
Expiration Date - June 30, 2019  
Proposed Total Contract Amount - 150,000.00

b) **Scope of Work Correction Area**

MODIFICATION AREA - Update information below if Scope of Work and General Contract information is incorrect. Press the blue Edit Term button below to begin corrections. Press OK when complete. Changes will display as redlines in the Contract. Scope of Work Title - SOCIAL AND EMOTIONAL LEARNING Scope Description - TECHNICAL SUPPORT AND TRAINING RESEARCH TO SUPPORT SOCIAL AND EMOTIONAL LEARNING Person On Site - TBD - COMPANY HOUSES OWN BACKGROUND CHECKS Schedule and Work Location - DURING REGULAR BUSINESS HOURS AND SCHOOLS AND DEPARTMENTS IN CENTRAL OFFICE Effective Date - Expiration Date - Proposed Total Contract Amount -

2. **Standard Terms and Conditions - Non Negotiable**

a) **DPS Standard Terms and Conditions**

Click on the Standard Terms and Conditions.rtf document. These are non-negotiable for all independent contractors with Denver Public Schools. Should you desire to negotiate these terms, please contact Strategic Sourcing to request such negotiation.

3. **Attachments - Please see each individual Term for instructions**

a) **Term - Background Checks**

1. Click on Criminal Background.rtf document
2. Print, sign and notarize the document
3. Scan and add the sign/notarized document using the blue Add Attachment button below
4. The attached document will be displayed under Attachments To Be Added

b) **Term - Contractor Supplied Scope of Work**

If applicable, upload a Scope of Work document associated with this ICA. Preferred format is .pdf

1. Click the Add Attachment button below
2. The attached document will be displayed under Attachments To Be Added

c) **Term - Insurance Requirements & Certificate of Insurance**

See Additional Insurance required for this particular contract.

1. Click on the insurance .rtf documents
2. Proof of insurance is required. Click the Add Attachment button below. Preferred format is .pdf
3. The attached document will be displayed under Attachments To Be Added

4. **Acceptance - See instructions below**

a) **Contractor Signature**

To execute this Contract:

1. Click the View contract as pdf in the upper right corner
2. Print, sign and notarize the document
3. Scan and add the sign/notarized document using the blue Add Attachment button below
4. The attached document will be displayed under Attachment To Be Added
5. Click the Blue Submit Term Changes below. The negotiated terms and attachments will be sent to Denver Public Schools.

IN WITNESS OF THE PARTIES AGREEMENTS, the District and the Contractor have executed this Agreement on the date(s) indicated on the signature page hereafter.

I agree to the above Scope of Work

I have read and agree to the Standard Terms and Conditions and Insurance Terms

I have attached the requested documents (Background Check, Scope of Work, Proof of Insurance)

Notary of Acknowledgement

\*Subscribed and sworn to me by \_\_\_\_\_ in the county of \_\_\_\_\_, State of \_\_\_\_\_  
this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Witness My Hand And Official Seal

My Commission Expires: \_\_\_\_\_

By: \_\_\_\_\_

Notary Public

\*CONTRACTOR

Signature \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Tax ID: \_\_\_\_\_

Date: \_\_\_\_\_

E-mail: \_\_\_\_\_

Phone Number: \_\_\_\_\_

07/07/2017



**DENVER PUBLIC SCHOOLS INDEPENDENT CONTRACTOR  
Standard Terms and Conditions**

**WHEREAS**, School District No. 1 in the City and County of Denver and State of Colorado (hereinafter referred to as the “District”) has the statutory authority to contract with persons, firms, consultants and/or entities for the provision of services to the District; and

**WHEREAS**, the District has determined that a need exists to retain a Contractor to provide the services hereinafter specified; and

**WHEREAS**, the contractor’s/business name as set forth above, as reported to the IRS and indicated on your W9 (hereinafter referred to as the “Contractor”) is qualified to provide the services required by the District; and

**WHEREAS**, the District keeps and maintains information, including trade secrets, student records, and other similar information, that may not be disclosed (“Confidential Information”) pursuant to applicable state, and federal laws.

**NOW, THEREFORE**, the undersigned parties desire to enter into this Agreement subject to the following terms and conditions:

**\*Scope Of Services** The Contractor shall perform the Services as set forth above:

**\*Schedule**. The District and the Contractor agree that the services shall be provided at the following mutual **agreed locations** and **times** as agreed to and as set forth above.

**\*Term**. The provision of services under this Agreement shall commence on Effective Date and will terminate on Expiration Date; however, under no circumstances will the Term exceed the end of the current DPS Fiscal year (July – June). The Contractor understands and agrees that the District has no obligation to extend this Agreement’s term, or contract for the provision of any future services, and makes no warranties or representations otherwise.

**\*Remuneration and Invoicing**.

The Contractor’s fee the District is obligated to pay for the services rendered under this Agreement is as follows (Enter Amount): \_\_\_\_\_ -- and under no circumstances whatsoever shall the fee exceed the “(Maximum Amount)” as set forth above.  
The District payment terms are net 30 from the invoice date (invoice date must be after services have been completed). The District does not pre pay or make deposit for any services. All payments are issued after services have been rendered. All invoices must be submitted directly to the Accounts Payable Department. The email address is [accountspayable@dpsk12.org](mailto:accountspayable@dpsk12.org) or invoice through the supplier portal.

The Contractor shall furnish the following information within invoices that are submitted for request of payment once services have been completed for the District.

Remit to: Provider's name, address, phone number, and email

Bill to: Denver Public Schools, Accounts Payable, 780 Grant, Denver, CO 80203

Ship to: the school or department where services were performed, along with contact name and phone number of person requesting service

Invoice number (if an invoice number is re-used by vendor, the invoice will be returned to the vendor asking them to submit a corrected invoice with a different invoice number)

Invoice date (must be after services have been completed. Invoices can be submitted weekly or monthly)

Applicable service agreement number

Required information of services or activities performed

Dates the services or activities were rendered

Total hours service or activities performed on that date

The hourly rate or compensation rate for the services rendered

The name of all service providers who performed services on that date

Detailed description of the services or activities performed in accordance with the scope of work approved by the District

For travel related expenses, a copy of all itemized receipts are required before reimbursements will be issued.

**Travel Expenses\ Other Direct Expenditures.** The total amount of the Contractor's Fee must be approved in advance and include all of the Contractor's actual expenses and costs for food, lodging and travel ("Travel Expenses") incurred in connection with the provisioning of services. 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:

Under no circumstances whatsoever shall Travel Expenses exceed Fee without advanced written approval of the District; and should actual expenses and costs be less than the total amount allocated to the Contractor for Travel Expenses, the District will retain the remaining amount of the Travel Expenses allocated to the Contractor.

The 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. No other types of expenditures are reimbursable, they should all be included in your service amount.

**Independent Contractor.** The Contractor is retained solely for the purposes set forth in this Agreement and shall at all times have the status of an Independent Contractor. The parties agree that the District will:

Not require the Contractor to work exclusively for the District; and

Not establish a quality standard for the Contractor, or oversee the actual work or instruct the Contractor as to how the work is to be performed, except the Parties agree as stated in the statement of work that the



Contractor's services will be consistent with generally accepted industry standards for the Contractor's customary services and products; and  
Pay the Contractor only the compensation stated in Paragraphs 4 and 5; and  
Not terminate the Contractor's current services for particular work the Contractor accepts from the District unless the Contractor violates the terms of this Agreement or fails to produce a result that meets the specifications of this Agreement; and  
Not provide more than minimal training for the Contractor; and  
Not provide tools or benefits to the Contractor; and  
Not dictate the time of performance, except that a completion schedule and a range of mutually agreeable work hours may be established through a written agreement mutually acceptable to both Parties for particular work the Contractor accepts from the District; and  
Not pay the Contractor individually if the Contractor is an individual; instead, the District will make all compensation checks payable to the trade or business name under which the Contractor does business; or  
Not combine its business operations in any way with the Contractor's business, but instead both Parties will maintain their own operations as separate and distinct.

**No Employment Benefits.** To the extent the law permits, the Contractor waives all claims against the District for any Employee benefits including worker's compensation and general liability insurance coverage of its employees. **The Contractor expressly agrees that, as an independent contractor, neither the Contractor nor any of its employees, subcontractors or agents is entitled to any employee benefits from the District, including, but not limited to, any employer withholdings or liability for: taxes, FICA, Medicare or Medicaid; medical or disability insurance; vacation or leave; pension; unemployment insurance or worker's compensation insurance (collectively, "Employee Benefits") unless provided by the Contractor or some other entity. The Contractor is obligated to pay federal and state income tax on any moneys paid by the District under this Agreement.**

**Relief The District May Seek.** The Contractor further agrees that, if the 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 lost confidential information. Accordingly, the Contractor agrees that if the 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 the Contractor take action or refrain from action to preserve the secrecy of the District's Confidential Information and to protect the District from additional damages, and the Contractor agrees the District does not need to post a bond to obtain an injunction and waives the Contractor's right to require such a bond.

**Confidential Information Belongs Solely To The District.** The District's Confidential Information and all other confidential information and data relating to the District's business are the District's exclusive property, and the Contractor therefore agrees that:

1. All notes, data, reference materials, sketches, drawings, memoranda, disks, documentation and records in any way incorporating or reflecting any of the Confidential Information and all proprietary rights in the Confidential Information, including copyrights, trade secrets and patents shall belong exclusively to the District;
1. At all times while this Agreement is in effect, the Contractor will keep secret and will not disclose to any third party, take or misuse any of the District's Confidential Information, or any other confidential information the Contractor acquires or has access to because of its provision of services;
1. At all times while this Agreement is in effect, the Contractor will not use or seek to use any of the District's Confidential Information for the Contractor's own benefit or for the benefit of any other person or business or in any way adverse to the District's interests;
1. If the Contractor has received any of the School District's Confidential Information during the Term of this Agreement, Contractor may use de-identified records and information (collectively, "De-identified Information") derived from the District Information for research and other legitimate uses provided that the Contractor removes all "personally identifiable information". In the event Contractor uses De-identified

Information, Contractor hereby agrees, represents, and warrants to District that Contractor has made a reasonable determination that no “student’s” identity is personally identifiable, upon use or disclosure of any De-identified Information. The Contractor will indemnify, defend and hold harmless District and District’s affiliates, officers, directors, and employees from and against any third party claims, demands, causes of action, judgments, damages, liabilities, costs and expenses (including reasonable attorney’s fees) arising from or relating to the Contractor’s or any of the Contractor’s employees, agents, contractors, or representatives unauthorized use, misuse, or illegal use of De-identified Information.

1. On the District's request or on termination of this Agreement, the Contractor will promptly return to the District all its property, specifically including all documents, disks or other computer media or other materials in the Contractor's possession or control that contain any of the District's Confidential Information;
1. After termination of this Agreement, the Contractor will preserve the secrecy of and will not disclose directly or indirectly to any other person or business any of the District's Confidential Information; and
1. The Contractor will promptly advise the District of any unauthorized disclosure or use of the District's Confidential Information by any person or entity.

The Parties agree this provision is intended to express the District's rights and the Contractors' duties to the District under the Colorado Uniform Trade Secrets Act, C.R.S. 7-74-101, et seq., and other applicable law. Additionally, the Contractor’s obligation regarding the preservation and return of the District's Confidential Information will continue indefinitely, both during and after the time during which the Contractor may provide services and products to the District.

**Confidentiality Agreements With The Contractor’s Employees.** The Contractor will cause each of its Employees who may gain access to any of the District's Confidential Information, to execute a confidentiality agreement reasonably acceptable to the District before disclosing any Confidential Information to that Employee or permitting that Employee to have access to any Confidential Information.

**Open Records** The parties understand that all material provided or produced under this Agreement 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 School District for disclosure of such information, School District will advise the Contractor of such request in order to give the Contractor the opportunity to object to the disclosure of any of its proprietary or confidential material. In the event of the filing of a lawsuit to compel such disclosure, School District will tender all such material to the court for judicial determination of the issue of disclosure and the 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.

**Intellectual Property** Neither party shall acquire any rights, either express or implied, to the intellectual property of the other unless expressly acknowledged in writing as a “Work For Hire” in this Agreement or another written Agreement between the parties.

**Ownership of Intellectual Property.** Each party shall retain ownership of its respective pre-existing intellectual property, which is all intellectual property rights owned or controlled by a party prior to the effective date of this Agreement and neither party shall acquire any rights, either express or implied, to the other party’s pre-existing intellectual property without an express written agreement.

**Trademarks/Copyrights.** Each party to this Agreement acknowledges the validity of the other party’s service marks, trademarks, trade names, patents, or copyrights, if any, and will not in any way infringe upon or otherwise harm the other party’s rights or interests in such property.

**Use and Protection of Intellectual Property.** At all times while this Agreement is in effect, neither party will use, in any adverse way or for its own benefit or for the benefit of any third party, the intellectual property belonging to the other party without the express written consent of that party. All intellectual property, whether or not designated as propriety or confidential, received by any party shall be accordingly treated as this Agreement requires, and the failure by a party to identify information as a party’s intellectual property is neither a waiver that the intellectual property is not confidential or propriety nor shall it operate as a loss of any party’s rights with respect to that intellectual property. Upon receipt of written notification

that the information identified as intellectual property is owned by a party, the other party shall keep it confidential and the respective parties' obligations hereunder shall apply to any subsequently identified intellectual property. However, without breaching the confidentiality this Agreement requires or violating any party's intellectual property rights, any information or materials that is generally available and has been previously disclosed or is in the public domain is excluded from any obligation under this Agreement.

Contractor acknowledges that all deliverables, reports and written documents ("Materials") expressly prepared for, or submitted to the School District by the Contractor while performing the scope of work under this Agreement, belongs exclusively to the District; and if the Materials are deemed copyrightable, patentable and may be subject to trade, or service marks protection, shall be considered created and developed as "Works For Hire" and to the extent that this Agreement expressly or impliedly requires the Contractor to produce Materials which may be subject to patent, copyright, trade secret, or proprietary rights of any kind. No license or right is granted to the Contractor either expressly or by implication, estoppel or otherwise to publish, reproduce, prepare derivative works based upon, distribute copies of, publicly display, or perform, any of such items, except pre-existing materials of the Contractor, either during or after the term of this Agreement without a written agreement signed by an authorized representative of the School District. Third Party Intellectual Property. The Contractor agrees to secure permission in writing from any third parties whose intellectual property are utilized in whole or in part by Contractor in the preparation of the Materials, and notify the District as to what degree the third party's Materials were used as well as any limitations placed on the use of those Materials.

License. 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.

Assignment of Intellectual Property. To the extent that any Materials may not, by operation of law, be works made for hire, the Contractor hereby assigns to the School District the ownership of copyright in the deliverable items 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 items. The Contractor agrees to give the District or its designees all assistance reasonably required to perfect such rights.

**Compliance With Law/District Policies.** The Contractor will comply with all laws, regulations, municipal codes and ordinances and other workplace requirements and standards applicable to the provision of services/work performed 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.

**Immigration.** Contractor does not knowingly employ an undocumented person who shall perform work under this Agreement and shall confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Agreement, through participation in the E-Verify Program or the District program established pursuant to CRS §8-17.5-102(5)(c). Contractor does not knowingly employ an undocumented person to neither perform work nor enter into an agreement with a subcontractor that fails to certify to contractor that the subcontractor does not knowingly employ or contract an undocumented person to perform work under this Agreement. Contractor : (a) does not use E-Verify Program or the state program procedures to undertake pre-employment screening of job applicants while this agreement is being performed; (b) shall notify the subcontractor within three days if Contractor has actual knowledge that a subcontractor is employing or using an undocumented person to work under this Agreement and will terminate the agreement if a subcontractor does not stop employing or using the undocumented person within three days of receiving the notice; and (d) 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 School District may terminate this Agreement and, if so terminated, Contractor shall be liable for damages.

In the event Contractor is a natural person eighteen (18) years of age or older, Contractor hereby swears and affirms under penalty of perjury that he or she (i) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (ii) shall comply with the provisions of CRS §24-76.5-101 et seq., and (iii) has produced one form of identification required by CRS §24-76.5-103 prior to the effective date of this Agreement.

**Contractors Debarred, Suspended, or Proposed for Debarment.** The Contractor, to the best of its knowledge and belief, represents that the Contractor and/or any of its principals, officers, directors, owners, partners, or a person's 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.

#### **Background Checks.**

Contractor and every person, including any subcontractor or agent of the Contractor, providing services hereunder, including but not limited to transportation, instruction, or food services, that has direct student contact at least once a month, shall be required to have a criminal background check. The results of the background check shall comply with the provisions of 24-72-305.3, C.R.S. and other applicable requirements of the District, and upon request, be available to the District to the extent legally permitted. The criminal background check shall, at a minimum, meet the requirements of 22-32-109.7, C.R.S.

Notwithstanding that every person having direct student contact complies with the criminal background check requirements as set forth above in this paragraph, Contractor hereby acknowledges and certifies that, to the best of its knowledge, no employee, subcontractor or agent of Contractor rendering services under this Agreement has been convicted in Colorado or in any other State of a criminal offense involving the following which shall apply by way of illustration but not limitation:

The abuse, abduction, sexual molestation, physical or sexual assault on, or rape of a minor, or any crime involving exploitation of minors, including but not limited to child pornography offenses; or any crime of violence. "Convicted" includes the forfeiture of any bail, bond, or other security deposited to secure appearance by a person charged with a felony, misdemeanor, municipal ordinance, the payment of a fine, a plea of nolo contendere, and the imposition of a deferred or suspended sentence imposition of suspended or deferred sentences or judgments, entry of "nolo contendere" pleas and a listed or unlisted registered sex offender.

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

The costs associated with conducting the above-required criminal background screenings are solely the responsibility of Contractor. Before services begin, each person required to provide a criminal background check shall disclose in writing and sign a notarized affidavit attached hereto as an exhibit, if he or she has or has not been charged or convicted of a felony, misdemeanor, municipal ordinance or similar violation. Thereafter, any new personnel, subcontractor volunteer or agent hired or added for the provisioning of services during the term of this Agreement shall satisfy the requirements set forth in paragraph 17 before performing services on behalf of Contractor.

**Termination/Revocation.** The parties may terminate this Agreement, or any portion or portions thereof, upon sending a thirty (30) day 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 other party. In the case of partial termination, if the School District determines that a partial termination will significantly reduce the value, the need or the efficacy of the remaining portion of the work or will not accomplish the intended purpose of the work, for which the Agreement was made, the School District may subsequently terminate the Contractor's performance of the remaining services or work. Written notification shall be sent to the other party by certified mail, return receipt requested, and shall be deemed effectively given ten (10) days after the date of mailing. In the event of termination, the District shall be obligated to pay the Contractor only for services rendered up to the effective date of termination. In addition, the District may terminate this Agreement immediately without prior notice if any of the following occurs:

1. If the Contractor commits an act of fraud, dishonesty, or any other act of negligent, reckless or willful misconduct in providing services to the District;
1. 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 for to the party/parties to that contract; or
1. 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.
1. In case of a partial termination or suspension, because the Contractor failed to correct work within the specified timeframe based on the reason(s) stated in the written notification of termination, the School District may take any or all of the following actions:

Temporarily withhold payments pending the correction of the work or services by the Contractor identified as nonconforming by the School District.

Reduce the payment of the funds by any percentage or amount that is less than the total amount of compensation provided in this Agreement if any work or activity the Contractor has performed does not conform to the work or services this Agreement requires.

Stop the performance of any further work the Contractor would have performed under this Agreement.

1. Upon termination of the Agreement by School District pursuant to this Section 18, the Contractor will not have any claim against School District by reason of, or arising out of, incidental or relating to termination, except for compensation for work satisfactorily performed as described in the Agreement. 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 School District within ninety (90) days from the date of early termination.

**Stop Work Order.** The School District may, by written order to the Contractor, at any time, require the Contractor to stop all or any part of the work called for by this Agreement. This order shall be for timeframe specified in the order delivered to the Contractor. Any such order shall be identified specifically as a stop work order issued pursuant to this paragraph. Upon receipt of such an order, the Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the incurring of costs allocable to the work covered by the order during the

timeframe of the work stoppage. Before the stop work order expires, the School District shall either cancel the stop work order or terminate the work covered by such order or in accordance with Section 18 of this Agreement.

**Indemnification and Insurance Exceptions.** If the Contractor is a “public entity” within the meaning of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S., as amended (“Act”), the following shall apply:

- **Insurance.** Contractor shall maintain insurance, by commercial policy or self-insurance, as is necessary to meet the Contractor’s liabilities under the Act. Proof of such insurance shall be provided upon request by the School District.
- **Liability.** Each party to this Agreement shall be liable for the actions and omissions of its respective officers, agents, employees and subcontractors, to the extent provided by the Colorado Governmental Immunity Act. This obligation shall survive termination of this Agreement.

**If the Contractor is not a “public entity” then the terms and conditions contained in Sections 20 and 21 below shall apply:**

**Indemnification.** The 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, representatives, or agents, which arises directly or indirectly from any act or omission of the Contractor, including but not limited to any misconduct or neglect by the Contractor and/or its employees, subcontractors, or agents. Furthermore, to the maximum extent permitted by law, the 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 the Contractor will reimburse the District for any award, judgment or fine against the District based on the position the Contractor and/or any of its employees, subcontractors or agents, who provides any services to the District related to this Agreement was ever the District’s employee, and all attorneys’ fees and costs the District reasonably incurs defending itself against any such liability.

**Dispute Resolution** Except for receipt of written notification to terminate, suspend or stop work pursuant to this Agreement, if the Contractor believes in good faith that the other party has failed to meet any other substantial obligation, timely complete performance or provide the services and materials required as set forth by this Agreement or has otherwise not substantially complied with this Agreement (“Breach”), then within thirty (30) days from the date the breach occurred, the Contractor shall send written notification to the School District identifying the allegations and/or reasons the Contractor believes the School District has breached this Agreement. Upon receipt of written notice, the School District shall have twenty (20) business days to correct or cure the alleged breach or to notify the Contractor that the alleged breach of this Agreement has not occurred. Upon finding the School District has failed to correct or respond in writing within the agreed upon timeframe before the Contractor may pursue any available remedy at law or in equity.

**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 the Contractor’s address provided in this Agreement, while the District’s Notice address is as follows: Denver Public Schools, Director of Purchasing, 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.

**Modification/Entire Agreement/No Prior Agreement.** This Agreement constitutes the entire understanding between the parties hereto and may not be modified and/or amended unless any such modification or amendment is reduced to writing and signed by both parties. The Contractor further understands and agrees that this Agreement

supersedes any prior written or verbal agreement, promise, representation, understanding, or course of conduct between the parties.

**No Agency Created.** The Contractor agrees and understands that no authority exists through this Agreement permitting the Contractor to enter into any third party contract, assume any obligation, or makes any representation to third parties on behalf of, or which may bind the District.

**Conflict of Interest.** The Contractor cannot be related to any school district employee if such a relationship would create a material financial interest or result in the violation of DPS Board Policy GBEA by either the Contractor or the school district employee.

**Non-Solicitation.** The either party shall not solicit directly or 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.

**No Unauthorized Use Of Names.** Neither party will use the other's name in any advertisement, promotion, business card, etc. without the other party's prior written consent.

**Assignment Prohibited.** The Contractor cannot assign any of the services that require performance under the Agreement. In this regard, the Contractor understands that the performance of the scope of work is considered personal services under this Agreement.

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

**No Third Party Beneficiary** Enforcement of the terms of the Agreement and all rights of action relating to enforcement are strictly reserved to the parties. Nothing contained in the Agreement gives or allows any claim or right of action to any third person or entity. Any person or entity other than School District or the Contractor receiving services or benefits pursuant to the Agreement is an incidental beneficiary only.

**Financial Interest.** The signatories aver that to their knowledge, no employee of the school district has any personal or beneficial interest whatsoever in the service or property described in this Agreement. The Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor's services and Contractor shall not employ any person having such known interests. CRS §§24-18-201 and 24-50-507.

**Governing Law.** This Agreement has been executed in Colorado and shall be governed in accordance with the laws of the State of Colorado in every respect.

**Severability.** If it is found by a court of competent jurisdiction or by operation of law that a term or provision of this Agreement is invalid or unenforceable, the remainder of the Agreement shall be unimpaired and continue in force and effect, and the invalid or unenforceable term or provision shall be replaced by such valid term or provision as comes closest to the intention underlying the invalid or unenforceable term or provision.

**No Waiver.** No assent, expressed or implied, by the District to any breach of any obligation or covenant by the Contractor shall be construed as a waiver of any subsequent or other breach by the Contractor. Notwithstanding any other provision of this Agreement to the contrary, no term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, unless it is in a written document executed by the party against whom the waiver is sought to be enforced.

**Paragraph Headings.** The captions and headings set forth herein are for convenience of reference only, and shall not be construed to limit or define the terms and provisions hereof.

**Conflict.** In the event of a conflict between the terms of the Agreement and any exhibits attached to this Agreement, the terms of this Agreement shall prevail.

**Counterparts Of This Agreement.** This Agreement may be executed in two (2) counterparts, each of which shall be deemed to be an original of this Agreement.

**\*PERA Contribution.** The District is required to verify the Public Employee Retirement Association (“PERA”) retirement status and contributions, with respect to making a PERA Contribution.

Please note anyone affiliated with PERA to which funds have been disbursed will be reported to PERA.

Please ensure that you have answered the PERA questions within the Supplier Portal.

The Contractor represents that: The Supplier Portal questions have been answered appropriately.

**IN WITNESS OF THE PARTIES AGREEMENTS,** the District and the Contractor have executed this Agreement on the date(s) indicated on the signature page hereafter.

**Notary of Acknowledgement**

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

Witness My Hand And Official Seal

My Commission Expires: \_\_\_\_\_

By: \_\_\_\_\_

Notary Public

**\*CONTRACTOR** \_\_\_\_\_

Signature \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Tax ID: \_\_\_\_\_

Date: \_\_\_\_\_

Email: \_\_\_\_\_ Phone Number: \_\_\_\_\_



**07/10/2017**

**Exhibit 1 - Criminal Background Check Certification**

PLEASE READ CAREFULLY: It is required that every person, including any subcontractor or agent of the Contractor, providing services, including but not limited to transportation, instruction, or food services, who regularly has direct, student contact or access to DPS facilities shall (i) complete and notarize this form certifying their disclosed criminal history and information, if any, is true and accurate; and (ii) upon request, be able to provide a criminal background report from a state and/or federal law enforcement agency; and (iii) as a result of the information disclosed or contained in your criminal background report and this certification, agree to provide additional information, if needed.

NOTE: A CRIMINAL CONVICTION IS NOT AN AUTOMATIC DISQUALIFICATION, HOWEVER, ANY PERSON'S SUBMISSION OF FALSE OR MISLEADING INFORMATION OR FAILURE TO DISCLOSE REQUESTED INFORMATION OR IF THE RESULTS ARE INCONSISTENT WITH THE INFORMATION PROVIDED, MAY DISQUALIFY THE PERSON FROM PERFORMING THE SERVICES OR WORK SPECIFIED UNDER ANY AGREEMENT OR RESULT IN THE TERMINATION OF THE AGREEMENT BETWEEN THE DISTRICT AND CONTRACTOR IF SUBSEQUENTLY DISCOVERED AT A LATER DATE.

For purposes of the certification below, a person is deemed to be convicted of committing a felony or misdemeanor if such person has been convicted under the laws of any other state, the United States, or any territory subject to the jurisdiction of the United States of an unlawful act which, if committed within this state, would be a felony or misdemeanor. For purposes of this section "Convicted" means a conviction by a jury or by a court and shall also include the forfeiture of any bail, bond, or other security deposited to secure appearance by a person charged with a felony or misdemeanor, the payment of a fine, a plea of nolo contendere, and the imposition of a deferred or suspended sentence by the court.

Please answer the following questions affirming that you HAVE NOT or HAVE been convicted of any charge(s) such as a felony, misdemeanor, or municipal ordinance violation.

- 1 I HAVE NOT been convicted of committing any felony misdemeanor or municipal ordinance violation; but not including any misdemeanor traffic offense or traffic infraction, ☐ TRUE OR ☐ FALSE?
- 2 I HAVE been convicted of committing any felony or misdemeanor; but not including any misdemeanor traffic offense or traffic infraction, ☐ YES OR ☐ NO?
- 3 Is there any felony, misdemeanor, or municipal ordinance violation charge(s) currently pending against you, ☐ YES OR ☐ NO?
- (d) Have you ever been convicted of or been terminated or resigned because of inappropriate or illegal behavior involving a child or children, ☐ YES OR ☐ NO?



If your answer to (a) is FALSE or to either (b) (c) and (d) is YES, provide a detailed explanation of the circumstances concerning your resignation or termination and the relevant facts and disposition of your felony, misdemeanor or municipal ordinance violation for which you were convicted of, or is currently pending, include the date of your conviction or when you were charged and the court entering the judgment of conviction or where any charges are currently pending in the space provided below.

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I, (person's name) \_\_\_\_\_, certify, under penalty of perjury that by the submission of this certification the answers given to the questions above are true and complete. I authorize investigation of all statements contained in this certification as may be deemed necessary in arriving at a decision regarding my participation. I understand that false or misleading information given in this certification, or employment records, or interview(s) with my organization shall result in immediate termination to perform services for, or on behalf the school district. I also understand that I am required to abide by all of the school district's applicable policies, rules and regulations. I authorize the investigation of my personal and/or employment history and authorize any former employer, person, firm, corporation, school, college, governmental or law enforcement agency to disclose pertinent information they may have regarding me. This authorization shall remain in effect during the course of my providing services as an agent, employee or volunteer with the school district for the purpose of verifying any information contained in this certification. In consideration of the review of this certification, I release the school district and all providers of information from any liability as a result of furnishing and receiving this information. I understand that my ability to serve as an agent, employee or volunteer may be predicated upon the truthfulness of my answers in this certification and the results of any criminal background check concerning felony or misdemeanor convictions. My acceptance and or agreement below constitutes a waiver of any rights I may have to inspect and review confidential references and all other materials requested and/or submitted on a confidential basis regarding this certification.

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

\_\_\_\_\_  
Signature

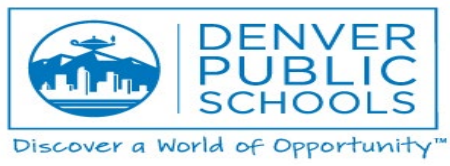
\_\_\_\_\_  
Date

**Notary of Acknowledgement**

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

Witness My Hand And Official Seal

My Commission Expires: \_\_\_\_\_



By:  
Notary Public

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## Standard

### INSURANCE

**General Conditions:** 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 keep the required insurance coverage in force at all times during the term of the Agreement, or any extension thereof. 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.

Each policy shall contain a valid provision or endorsement requiring notification to the District in the event any of the required policies be cancelled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices section of this Agreement. 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 and any reduction in limits to the parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s).

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. 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.

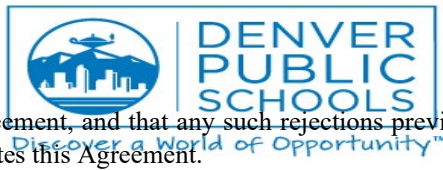
**Additional Insureds:** For Commercial General Liability and Auto Liability, Contractor and Subcontractor’s insurer(s) shall name School District No. 1 in the City and County of Denver, d/b/a Denver Public Schools, and its elected officials, employees, representatives, and agents, as additional insureds with respect to liability arising out of the activities performed by, or on behalf of the Contractor.

**Waiver of Subrogation:** For Commercial General Liability, Auto Liability and Workers’ Compensation, Contractor’s insurer shall waive subrogation rights against the District.

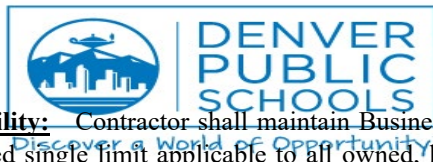
**Proof of Insurance:** Contractor shall provide a copy of this Agreement to its insurance agent or broker. Contractor may not commence services or work relating to the Agreement prior to placement of coverage. Contractor certifies that the certificate of insurance, preferably an ACORD certificate, complies with all insurance requirements of 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.

No later than seven days after execution of this Agreement, Contractor shall provide the District with certificates of insurance evidencing each of the types and amounts specified below:

1. **Workers’ Compensation/Employer’s Liability Insurance:** Contractor shall maintain the coverage as required by statute and shall maintain the 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 claim 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 effect 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.



2. **Business Automobile Liability:** Contractor shall maintain Business Automobile Liability with limits of at least \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under this Agreement.
3. **Commercial General Liability:** Contractor shall maintain a Commercial General Liability insurance policy 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.

**Additional Provisions for Commercial General Liability:**

- (a) The policy must provide the following:
    - (i) That this Agreement is an Insured Contract under the policy;
    - (ii) Defense costs are outside the Limits of Liability;
    - (iii) A severability of interests or separation of insureds provision (no insured versus insured exclusion);
    - (iv) A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the District; and
  - (b) For claims-made coverage:
    - (i) 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,
  - (c) Contractor shall advise the District in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limits. At their own expense, and where such general aggregate or other aggregate limits have been reduced below the required per occurrence limit, the Contractor will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage in force.
4. **Professional Liability (Errors & Omissions):** Contractor shall maintain limits of at least \$1,000,000 per claim and \$1,000,000 policy aggregate limit.
  5. **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 Insured under its policies (with the exception of Workers' Compensation) or shall ensure that all such Subcontractors and Subconsultants maintain the required coverages. If Subcontractors and Subconsultants cannot meet any of the insurance coverage requirements, Contractor shall confer with the District's Risk Management department to determine whether the insurance coverages herein may be modified or waived.





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## DENVER PUBLIC SCHOOLS

### PROFESSIONAL SERVICES AGREEMENT

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This PROFESSIONAL SERVICES AGREEMENT ("Agreement") is effective as of **August 1, 2019** ("Effective Date"), and is between School District No. 1 in the City and County of Denver and State of Colorado (the "District") and CASEL, as reported to the IRS and indicated on your W9 ("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 confidential and/or proprietary relating to the District, 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 invalidating 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) The Vendor 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 Vendor receives prior written permission.
  - 3) In accordance with the District's policy regarding the use of tobacco products, no employee of the Vendor 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.
- 6.2 **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 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 current (in relation to the current fiscal school year) criminal background check. The results of the background check shall comply with the provisions of 24-72-305.3, C.R.S. and other District requirements and will be made available to the District. The criminal background check shall, at a minimum, meet the requirements of 22-32-109.7, C.R.S., and other District requirements. The costs associated with the background checks are solely the Contractor's responsibility. Before Services begin, each person required to provide a criminal background check shall disclose the background report to the District. Thereafter, any new personnel, subcontractor, or agent hired or added during the term of this Contract shall be subject to this same requirement before performing services on Contractor's behalf. 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 Contract and may result in the immediate termination of this Contract 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 Contract. 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 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.

## 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 **June 30, 2020**. However, under no circumstances will the Term exceed the end of the District's current fiscal year (July – June). 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 be 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 District.** All Confidential Information is the District's exclusive property. Contractor therefore agrees that:

- 1) At all times while this Agreement is in effect, Contractor 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 Contractor acquires or has access to because of its provision of the Services.
- 2) At all times while this Agreement is in effect, Contractor will not use or seek to use any Confidential Information for Contractor's own benefit or for the benefit of any other person or business or in any way adverse to the District'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, Contractor will preserve the secrecy of and will not disclose directly or indirectly to any other person or business any Confidential Information.
- 7) Contractor 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 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.
- 11.2 **No Unauthorized Use of Names.** Neither Party will use the other's name in any advertisement, promotion, business card, etc. without the other Party's prior written consent.
- 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 court 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.

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

SCHOOL DISTRICT NO. 1

CONTRACTOR [CASEL]

By: /s/ Mary Cooper, Director  
Printed name and title

By: /s/ Kitty Rothschild  
~~Rebecca Lightman~~ Kitty Rothschild  
COO

By: /Mary [MI] Cooper/ Mary Cooper, 11.20.19  
Mary [MI] Cooper, Director of Strategic Sourcing

/s/ First MI Last\*

\*By typing his/her name into this document, the individual is certifying that he/she intends to sign the document and agrees to use electronic records for this transaction.

**SCHEDULE A**  
**Scope of Services and Contract Sum**

**CASEL will work with Denver Public Schools leadership and staff, as mutually agreed, to provide up to 40 days of support, training, and guidance in developing and executing a plan for systemic implementation of social and emotional learning (SEL) which may include the following:**

- **Direct district consultation and technical assistance** to support the advancement of **Denver Public Schools SEL** implementation plan in the following areas
  - Develop SEL vision and long-term plan for sustainability.
  - Support for DPS to conduct strengths inventory to assess SEL-related needs and resources.
  - Align resources to support SEL.
  - Develop and communicate SEL learning standards.
  - Adopt and implement evidence-based SEL programs and practices.
  - Integrate SEL with existing initiatives and OSTI partners and practices.
  - Collaboration with out of school time providers and intermediaries.
  - Develop capacity for DISTRICT internal support of SEL
- **Professional development** to key district office staff and school-based personnel. CASEL will provide foundational professional learning sessions which may include introduction to social and emotional learning training ("SEL 101"), Adult SEL workshops, Integrating PBIS with Systemic SEL, Guidance and Coaching for Schoolwide SEL, and/or others based on agreed upon needs of the district.
- **School-level support** will be included for mutually agreed upon, designated SEL schools: *CASEL's Guide to Schoolwide SEL* ("the Guide") and coordinated support of central office staff, OST staff and principals in implementing the activities in the Guide within the pilot sites.
  - *CASEL's Guide to Schoolwide SEL* is an online resource designed to support school leaders to use a process and tools for achieving high-quality, sustainable, evidence- based social and emotional learning for adults and students at all grade levels and in alignment with OST practices.
  - *The Guide* includes an annual staff survey and integrated data reporting that allows school leaders to assess their implementation and make plans for prioritizing school activities and efforts to further their SEL implementation.
  - In person and/or virtual training on *The Guide* will be available to identified schools for educational leaders and their teams to receive an overview of each section, hear from educators' experiences, and learn about specific tools to support their SEL implementation.
  - Ongoing coaching support will be provided for implementation of *The Guide* and development of DISTRICT and OSTI capacity to support implementation.
- **Grants and Funding support.** This includes consulting on fundraising strategies, providing content suggestions and reviewing and providing feedback on proposal and report drafts. CASEL representatives may meet with DISTRICT leadership and potential funders to discuss the district's systemic SEL initiative, goals, and progress. CASEL may also provide high level support for keynote addresses and meetings to raise awareness and enthusiasm for supporting the district's SEL effort.
- **Hiring support.** This includes guidance for hiring key central office SEL positions including sharing relevant resources (e.g., job descriptions, evaluations, interview questions, etc.), reviewing candidate resumes and profiles, participating in the interview process, and making recommendations for final candidates.
- **Ongoing Implementation and Evaluation Support .** CASEL will provide access to CASEL- developed assessment protocols, as well as tools and resources (e.g., action-oriented SEL data reporting and associated trainings and companion materials). When needed, CASEL may also provide additional consultation and professional learning sessions on various topics related to research and evaluation, such as SEL data collection instruments and protocols, and best practices for reporting and using SEL data to inform practice. CASEL team



may also provide support around clarifying the district's theory of change and associated metrics for progress and success.

- **Ongoing Support for Continuous Improvement Process.** CASEL will also provide ongoing guidance on creating and implementing a robust system for SEL continuous improvement which includes effectively monitoring implementation progress, reliably and validly measuring students' social and emotional competencies, and using SEL data to improve practice and support student learning.
- **Annual Professional Learning Community (PLC) focused on SEL Continuous Improvement.** CASEL will collaborate with RAND, Mathematica, the district, and other key district partners to facilitate a PLC focused on using implementation and outcome data to inform improvements in SEL practice and policy, including findings and data from RAND's formative evaluations.
- **Consultation on PSELI deliverables**  
CASEL will support the community in PSELI-specific work including action plans, formative feedback reviews, attendance at learning community meetings and development of relationship with OST providers and intermediaries.
- **Invitation to participate in CASEL events and activities for CASEL districts.** (registration fee, if any, meals, transportation and lodging for participants paid by district)
  - Regular webinars with SEL leads – occur monthly on topics identified by districts as areas of interest
  - Annual cross district convening (6-8 participants; 2-3 nights)
  - Professional Learning Series 2-4 participants; 2 nights)
  - Biannual Superintendent's Roundtable meetings (1 participant; 1 night)
  - Biannual Equity work group focusing on integration of SEL and equity goals (1-2 participants, 2 days)
  - Coordinated and facilitated visits to other CASEL districts with action plans (4-20 participants; 1-2 nights)

Invoice Period	Invoice Date	Amount
August 2019	9/1/2019	\$9,090
September 2019	10/1/2019	\$9,090
October 2019	11/1/2019	\$9,090
November 2019	12/1/2019	\$9,090
December 2019	1/1/2020	\$9,090
January 2020	2/1/2020	\$9,090
February 2020	3/1/2020	\$9,090
March 2020	4/1/2020	\$9,090
April 2020	5/1/2020	\$9,090
May 2020	6/1/2020	\$9,090
June 2020	7/1/2020	\$9,100
<b>Grand Total:</b>		<b>\$100,000</b>

**SCHEDULE B**  
**Travel Expenses**

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:

**SCHEDULE C**  
**Code of Conduct and Conflict of Interest Certification**

I, Fitty Rothschild, certify as an authorized representative of [ CASEL ], that I have read the District's ethical and purchasing policies, as listed below<sup>1</sup>, 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.

In particular, 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,<sup>2</sup> or immediate family<sup>3</sup> 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.

Kitty Rothschild

Printed Name

Kitty Rothschild

Signature

Date

<sup>1</sup> 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 GBEC Gifts To and Solicitations by Staff Policy. <sup>2</sup> 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. <sup>3</sup> 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.

#### **Insurance Coverage and Limits**

**Workers' Compensation/Employer's Liability:** 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.

**Business Automobile Liability:** Contractor shall maintain Business Automobile Liability coverage with limits of at least \$1,000,000 each accident applicable to all owned, hired and non-owned vehicles used in performing services under this Agreement.

**Commercial General Liability:** 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 (if applicable):** Contractor shall maintain Professional Liability coverage with limits of at least \$1,000,000 per claim and \$1,000,000 policy aggregate.

**Excess/Umbrella Liability:** Contractor shall maintain Excess or Umbrella Liability coverage with limits of at least \$1,000,000 per occurrence and \$1,000,000 policy aggregate. Coverage must be written on a "follow form" or broader basis.

**Sexual Abuse, Molestation or Misconduct (if applicable):** Contractor shall maintain Sexual Abuse, Molestation or Misconduct coverage with limits of at least \$100,000.

**Commercial Crime (if applicable):** Contractor shall maintain Commercial Crime coverage with limits of at least

\$1,000,000. Coverage shall include but not be limited to theft of District's money, securities or valuable property by Contractor's employees (including any extended definition of employee). The School District No. 1 in the City and County of Denver, d/b/a Denver Public Schools shall be named as Loss Payee as its interest may appear.

**Aircraft Liability – Aircraft or Drone use (if applicable):** Contractor shall maintain Aircraft Liability insurance covering all manned and/or unmanned aircraft used in the performance of the work with limits of at least \$1,000,000 single limit.

**Liquor Legal Liability (if applicable):** Contractor shall maintain Liquor Legal Liability coverage with limits of at least \$1,000,000 per claim and \$1,000,000 policy aggregate.

**Garagekeepers Liability (if applicable):** Contractor shall maintain Garagekeepers Liability coverage with limits of at least \$1,000,000 aggregate.

The following three types of required insurance coverages may be met with separate policies or a combination of these coverages under one policy. If in a combined policy, the combined policy form shall include minimum limits of at least \$3,000,000 each occurrence and in the aggregate.

**Technology Errors & Omissions (if applicable):** Contractor shall maintain Technology Errors & Omissions 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 Network Security, Privacy Liability and Product Failure.

**Media Professional Liability (if applicable):** Contractor shall maintain Media Professional Liability coverage with limits of at least \$1,000,000 per claim and \$1,000,000 in the aggregate. The policy shall include, but not be limited to, coverage for libel, slander, infringement of copyright, invasion of the right of privacy, and unauthorized use of titles, formats, ideas, characters, plots or other material used in the publication or design.

**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, Auto Liability, Excess or Umbrella Liability, Cyber/Network Security and Privacy Liability (if applicable), Aircraft Liability (if applicable), and Liquor Legal 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.

815 W. Van Buren St.  
Chicago, IL 60607

# Invoice

Date	Invoice #
12/16/2019	4706

Bill To
Denver Public Schools Accounts Payable Department 780 Grant Street Denver, CO 80203

P.O. No.	Terms	Project
526957	Net 30	PSELI Year 3 7/1/19 - 6/30/...

[illegible]



815 W. Van Buren St.  
Chicago, IL 60607

Date	Invoice #
12/31/2019	4717

Bill To
Denver Public Schools Accounts Payable Department 780 Grant Street Denver, CO 80203

P.O. No.	Terms	Project
526957	Net 30	PSELI Year 3 7/1/19 - 6/30/...

[illegible]

815 W. Van Buren St.  
Chicago, IL 60607

Date	Invoice #
2/4/2020	4740

Bill To
Denver Public Schools Accounts Payable Department 780 Grant Street Denver, CO 80203

P.O. No.	Terms	Project
526957	Net 30	PSELI Year 3 7/1/19 - 6/30/...

[illegible]

815 W. Van Buren St.  
Chicago, IL 60607

# Invoice

Date	Invoice #
3/1/2020	4760

Bill To
Denver Public Schools Accounts Payable Department 780 Grant Street Denver, CO 80203

P.O. No.	Terms	Project
526957	Net 30	PSELI Year 3 7/1/19 - 6/30/...

[illegible]

815 W. Van Buren St.  
Chicago, IL 60607

Date	Invoice #
4/1/2020	4775

Bill To
Denver Public Schools Accounts Payable Department 780 Grant Street Denver, CO 80203

P.O. No.	Terms	Project
526957	Net 30	PSELI Year 3 7/1/19 - 6/30/...

[illegible]

815 W. Van Buren St.  
Chicago, IL 60607

# Invoice

Date	Invoice #
5/1/2020	4784

Bill To
Denver Public Schools Accounts Payable Department 780 Grant Street Denver, CO 80203

P.O. No.	Terms	Project
526957	Net 30	PSELI Year 3 7/1/19 - 6/30/...

[illegible]

815 W. Van Buren St.  
Chicago, IL 60607

# Invoice

Date	Invoice #
6/1/2020	4798

Bill To
Denver Public Schools Accounts Payable Department 780 Grant Street Denver, CO 80203

P.O. No.	Terms	Project
526957	Net 30	PSELI Year 3 7/1/19 - 6/30/...

[illegible]

815 W. Van Buren St.  
Chicago, IL 60607

# Invoice

Date	Invoice #
7/1/2020	4829

Bill To
Denver Public Schools Accounts Payable Department 780 Grant Street Denver, CO 80203

P.O. No.	Terms	Project
526957	Net 30	PSELI Year 3 7/1/19 - 6/30/...

[illegible]

815 W. Van Buren St.  
Chicago, IL 60607

Date	Invoice #
10/19/2020	4929

Bill To
Denver Public Schools Accounts Payable Department 780 Grant Street Denver, CO 80203

P.O. No.	Terms	Project
532264	Net 30	PSELI Year 4 8/1/20 - 6/30/...

[illegible]



815 W. Van Buren St.  
Chicago, IL 60607

Date	Invoice #
10/19/2020	4930

Bill To
Denver Public Schools Accounts Payable Department 780 Grant Street Denver, CO 80203

P.O. No.	Terms	Project
532264	Net 30	PSELI Year 4 8/1/20 - 6/30/...

[illegible]

815 W. Van Buren St.  
Chicago, IL 60607

Date	Invoice #
11/1/2020	4980

Bill To
Denver Public Schools Accounts Payable Department 780 Grant Street Denver, CO 80203

P.O. No.	Terms	Project
532264	Net 30	PSEL Year 4 8/1/20 - 6/30/...

[illegible]

815 W. Van Buren St.  
Chicago, IL 60607

# Invoice

Date	Invoice #
12/1/2020	5017

Bill To
Denver Public Schools Accounts Payable Department 780 Grant Street Denver, CO 80203

P.O. No.	Terms	Project
532264	Net 30	PSELI Year 4 8/1/20 - 6/30/...

[illegible]

815 W. Van Buren St.  
Chicago, IL 60607

Date	Invoice #
12/1/2020	5017

Bill To
Denver Public Schools Accounts Payable Department 780 Grant Street Denver, CO 80203

P.O. No.	Terms	Project
532264	Net 30	PSELI Year 4 8/1/20 - 6/30/...

[illegible]

CASEL

815 W. Van Buren St.  
Chicago, IL 60607

Invoice

Date	Invoice #
1/5/2021	5118

Bill To
Denver Public Schools Accounts Payable Department 780 Grant Street Denver, CO 80203

P.O. No.	Terms	Project
532264	Net 30	PSELI Year 4 8/1/20 - 6/30/...

Quantity	Description	Rate	Amount
1	Partnerships for Social and Emotional Learning Initiative (PSELI) Contract (December 2020)	4,500.00	4,500.00
	Vendor: 10942		
	Vendor Agreement PO # 532264		
Please remit to:CASEL Lockbox P.O. Box 95253 Chicago, IL 60694-5253		Total	\$4,500.00

CASEL

815 W. Van Buren St.  
Chicago, IL 60607

Invoice

Date	Invoice #
1/5/2021	5118

Bill To
Denver Public Schools Accounts Payable Department 780 Grant Street Denver, CO 80203

P.O. No.	Terms	Project
532264	Net 30	PSELI Year 4 8/1/20 - 6/30/...

Quantity	Description	Rate	Amount
1	Partnerships for Social and Emotional Learning Initiative (PSELI) Contract (December 2020)	4,500.00	4,500.00
	Vendor: 10942		
	Vendor Agreement PO # 532264		
Please remit to:CASEL Lockbox P.O. Box 95253 Chicago, IL 60694-5253		<b>Total</b>	\$4,500.00

CASEL

815 W. Van Buren St.  
Chicago, IL 60607

Invoice

Date	Invoice #
2/2/2021	5154

Bill To
Denver Public Schools Accounts Payable Department 780 Grant Street Denver, CO 80203

P.O. No.	Terms	Project
532264	Net 30	PSELI Year 4 8/1/20 - 6/30/...

Quantity	Description	Rate	Amount
1	Partnerships for Social and Emotional Learning Initiative (PSELI) Contract (January 2021)	4,500.00	4,500.00
	Vendor: 10942		
	Vendor Agreement PO # 532264		
Please remit to:CASEL Lockbox P.O. Box 95253 Chicago, IL 60694-5253		<b>Total</b>	\$4,500.00



CASEL  
815 W. Van Buren St.  
Chicago, IL 60607

# Invoice

Date	Invoice #
3/1/2021	5174

Bill To
Denver Public Schools Accounts Payable Department 780 Grant Street Denver, CO 80203

Remit To
CASEL Lockbox P.O. Box 95253 Chicago, IL 60694-5253

P.O. No.	Terms	Project
532264	Net 30	PSELI Year 4 8/1/20 - 6/30/...

Quantity	Description	Rate	Amount
1	Partnerships for Social and Emotional Learning Initiative (PSELI) Contract (February 2021)	4,500.00	4,500.00
	Vendor: 10942		
	Vendor Agreement PO # 532264		

Please remit to:CASEL Lockbox  
P.O. Box 95253  
Chicago, IL 60694-5253

**Total** \$4,500.00





CASEL  
815 W. Van Buren St.  
Chicago, IL 60607

# Invoice

Date	Invoice #
5/3/2021	5214

Bill To
Denver Public Schools Accounts Payable Department 780 Grant Street Denver, CO 80203

Remit To
CASEL Lockbox P.O. Box 95253 Chicago, IL 60694-5253

P.O. No.	Terms	Project
532264	Net 30	PSELI Year 4 8/1/20 - 6/30/...

Quantity	Description	Rate	Amount
1	Partnerships for Social and Emotional Learning Initiative (PSELI) Contract (April 2021)	4,500.00	4,500.00
	Vendor: 10942		
	Vendor Agreement PO # 532264		

Please remit to:CASEL Lockbox  
P.O. Box 95253  
Chicago, IL 60694-5253

**Total**

\$4,500.00



CASEL  
815 W. Van Buren St.  
Chicago, IL 60607

# Invoice

Date	Invoice #
7/1/2021	5240

Bill To
Denver Public Schools Accounts Payable Department 780 Grant Street Denver, CO 80203

P.O. No.	Terms	Project
	Net 60	TA 7/1/21 - 6/30/22

Quantity	Description	Rate	Amount
	CASEL's Collaborating District Initiative (CDI) Community Membership for Continuing Collaboration for 7/1/2021 - 6/30/2022.	12,500.00	12,500.00
		<b>Total</b>	\$12,500.00



CASEL  
815 W. Van Buren St.  
Chicago, IL 60607

# Invoice

Date	Invoice #
6/4/2021	5283

Bill To
Denver Public Schools Accounts Payable Department 780 Grant Street Denver, CO 80203

Remit To
CASEL Lockbox P.O. Box 95253 Chicago, IL 60694-5253

P.O. No.	Terms	Project
532264	Net 30	PSELI Year 4 8/1/20 - 6/30/...

Quantity	Description	Rate	Amount
1	Partnerships for Social and Emotional Learning Initiative (PSELI) Contract (May 2021)	4,500.00	4,500.00
	Vendor: 10942		
	Vendor Agreement PO # 532264		

Please remit to:CASEL Lockbox  
P.O. Box 95253  
Chicago, IL 60694-5253

**Total** \$4,500.00

## Contract #2514 Term Negotiation

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Contract: 2514 CASEL

Negotiation Status: Needs supplier approval

Addendum: No

Terms And Conditions Modified Since Last Review: Yes

### Terms

**Contract Information - To begin, press the blue Negotiate Terms button above**

**This section is not modifiable**

To revise the Supplier or General Contract Information, please do so in the Scope of Work Correction Area

**SUPPLIER**

Supplier - CASEL

Address - 815 W. Van Buren Street, suite,suite 210 Chicago,IL,60607

Work - 312 3122263770 361

Fax - 312 2263777

Email - rliebman@casel.org

Tax Id - 20-5884201

**CONTRACT INFORMATION**

Contract Name - CASEL

Effective Date - July 1, 2018

Expiration Date - June 30, 2019

Proposed Total Contract Amount - 150,000.00

**Scope of Work Correction Area**

MODIFICATION AREA - Update information below if Scope of Work and General Contract information is incorrect. Press the blue Edit Term button below to begin corrections. Press OK when complete. Changes will display as redlines in the Contract.

Scope of Work Title - SOCIAL AND EMOTIONAL LEARNING

Scope Description - TECHNICAL SUPPORT AND TRAINING RESEARCH TO SUPPORT SOCIAL AND EMOTIONAL LEARNING

Person On Site - TBD - COMPANY HOUSES OWN BACKGROUND CHECKS

Schedule and Work Location - DURING REGULAR BUSINESS HOURS AND SCHOOLS AND DEPARTMENTS IN CENTRAL OFFICE

Effective Date - Expiration Date - Proposed Total Contract Amount -

**Standard Terms and Conditions - Non Negotiable**

**DPS Standard Terms and Conditions**

Click on the Standard Terms and Conditions.rtf document. These are non-negotiable for all independent contractors with Denver Public Schools. Should you desire to negotiate

these terms, please contact Strategic Sourcing to request such negotiation.

#### Existing Attachments

Display Order	Attachment	Attachment Reference
2	<a href="#">Standard Terms and Conditions_20170707.rtf (application/rtf)</a>	07/07/2017

**Attachments - Please see each Individual Term for instructions**

#### Term - Background Checks

1. Click on Criminal Background.rtf document
2. Print, sign and notarize the document
3. Scan and add the sign/notarized document using the blue Add Attachment button below
4. The attached document will be displayed under Attachments To Be Added

#### Existing Attachments

Display Order	Attachment	Attachment Reference
2	<a href="#">Exhibit 1 Criminal Background_071017.rtf (application/rtf)</a>	07/10/2017

#### Term - Contractor Supplied Scope of Work

If applicable, upload a Scope of Work document associated with this ICA. Preferred format is .pdf

1. Click the Add Attachment button below
2. The attached document will be displayed under Attachments To Be Added

#### Term - Insurance Requirements & Certificate of Insurance

See Additional Insurance required for this particular contract.

1. Click on the insurance .rtf documents
2. Proof of insurance is required. Click the Add Attachment button below. Preferred format is .pdf
3. The attached document will be displayed under Attachments To Be Added

### Existing Attachments

Display Order	Attachment	Attachment Reference
1	<a href="#">FR RM 203 ICA Insurance Requirements Language Stan (application/rft)</a>	Standard

Acceptance - See instructions below

### Contractor Signature

To execute this Contract:

1. Click the View contract as pdf in the upper right corner
2. Print, sign and notarize the document
3. Scan and add the sign/notarized document using the blue Add Attachment button below
4. The attached document will be displayed under Attachment To Be Added
5. Click the Blue Submit Term Changes below. The negotiated terms and attachments will be sent to Denver Public Schools.

IN WITNESS OF THE PARTIES AGREEMENTS, the District and the Contractor have executed this Agreement on the date(s) indicated on the signature page hereafter.

I agree to the above Scope of Work

I have read and agree to the Standard Terms and Conditions and Insurance Terms

I have attached the requested documents (Background Check, Scope of Work, Proof of Insurance)

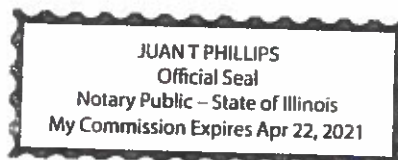
Notary of Acknowledgement Catherine

\*Subscribed and sworn to me by Rothschild in the county of COOK, State of Illinois this 12<sup>th</sup> day of NOVEMBER 2018

Witness My Hand And Official Seal

My Commission Expires: 4/22/21

By: Juan T Phillips  
Notary Public



\*CONTRACTOR  
Signature Kathy Rothschild

Address: 815 W. Van Buren St., Ste #210

City, State, Zip: Chicago, IL 60607

Tax ID: 20-5884201

Date: 11/12/18

E-mail: Krothschild@Ceset.org

Phone Number: (312) 226-3770