DATA PROVIDER AND DATA RECIPIENT
MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("Agreement") is made as of this 24 day of AUGUST, 2016, by and between **School DPS No. 1 in the City and County of Denver** (hereinafter referred to a "Data Provider" or "DPS") and **THE PITON FOUNDATION**, 1705 17th Street, Suite 200, Denver, CO 80202, (hereinafter referred to as "Data Recipient").

I. INTRODUCTION

The parties seek to formalize the relationship between Data Provider and Data Recipient(s) indicated below in this Agreement.

The parties agree that Data Recipient will receive access to certain student educational records and data of the Data Provider, including personally identifiable information ("PII"),protected by the Family Educational Rights and Privacy Act ("FERPA") "), 20 U.S.C. § 1232g and the applicable regulations promulgated thereunder. Data Recipient understands and agrees Data Provider has conditioned the release of the requested information upon Data Recipient's representation that the purpose and scope of the contemplated purpose is within the regulatory exception codified at 34 CFR Part 99.31, and intends to develop, validate or administer predictive tests, administer student aid programs or improve instruction. Data Recipient further understands and agrees the scope of work may be subject to other privacy and confidential federal and state laws as well. Accordingly, Data Provider will release the requested information and data to Data Recipient only for the purpose set forth in the scope and description of work attached hereto as **Exhibit A**.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in consideration of the mutual covenants, responsibilities and obligations set forth below, the undersigned parties desire to enter into the following Agreement, subject to the following terms and conditions which are to be governed by the general concepts of cooperative action set forth hereinafter.

II. DEFINITIONS

1. "Breach" means any unapproved disclosure that results in access to or the release, transfer, or other communication of data information contained in a record by any means, including oral, written, or electronic, to any party other than an authorized party identified in the Data Sharing Agreement or this Agreement.

2. "Data and Information" is all non-public data, however documented, containing or based, in whole or in part, on reference materials, sketches, drawings, memoranda, disks, documentation, metadata and records belonging to either party (and any derivative works thereof or modifications thereto) is and will remain the exclusive property of that party. Neither party shall possess or assert any lien or other right against or to Confidential Information of the other party.

3. "Disclosure" means to permit access to or the release, transfer, or other communication of information contained in a record by any means, including oral, written, or electronic, to any party except the party identified as the party that provided or created the record.

4. "Personally Identifiable Information" ("PII") includes but is not limited to (a) student's name; (b) name of the student's parent or other family members; (c) address of the student or student's family; (d) a personal identifier, such as the student's social security number, student number, or biometric record; and (e) other indirect personal identifiers, such as the student's date of birth, place of birth, and mother's maiden name; (f) Other information that, alone or in combination, is linked or linkable to a specific student that would 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; or (g) "medical information" as may be defined in state law; "protected health information" as that term is defined in the Health Insurance Portability and Accountability Act, 45 CFR Part 160.103; (h) nonpublic personal information as that term is defined in the Gramm-Leach-Bliley Financial Modernization Act of 1999, 15 USC 6809; (i) credit and debit card numbers and/or access codes and other cardholder data and sensitive authentication data as those terms are defined in the Payment Card Industry Data Security Standards; (j) other financial account numbers, access codes, driver's license numbers; (k) and state- or federal-identification numbers such as passport, visa or state identity card numbers; (l) one or more measurable biological or behavioral characteristics that can be used for automated recognition of an individual. Examples include fingerprints; retina and iris patterns; voiceprints; DNA sequence; body mass index (BMI); facial characteristics; and handwriting.

5. "Representative" means any entity or individual designated by DPS to conduct any audit, review, monitoring and evaluation, or any compliance or enforcement activity in connection with federal and state laws concerning the access, use and disclosure of DPS data and information for research and research-related programs and studies, and with respect to Data Recipient, any entity or individual authorized by Data Recipient and necessary to perform Data Recipient's obligations under this Agreement.

III. DATA RECIPIENT RESPONSIBILITIES

1. In addition to any and all obligations required by law or stated elsewhere in this Agreement, Data Recipient will undertake the following responsibilities pursuant to this Agreement, and:

a. perform the tasks and undertakings detailed in the attached **Exhibit A**, which may be amended from time to time by a written agreement mutually executed by the parties (hereinafter, also referred to as "Services"); and

b. communicate to DPS in a timely fashion discoveries, concerns and findings about its research; and

c. ensure that all of Data Recipient employees perform their respective functions and comply with the terms and conditions set forth in the Terms and Conditions of Data Sharing Agreement attached hereto as Exhibit B; and

d. permit DPS representative to monitor and evaluate its Services and related activities; and

e. establish and maintain efficient and effective records and record keeping policies, in accordance with the requirements prescribed by DPS for all matters this Agreement requires, and upon request provide accurate and timely information regarding its Services and use reasonable efforts to ensure it maintains the confidentiality of DPS data and information; and

f. provide proper supervision of all Data Recipient staff, members and participants at all times and develop adequate methods for maintaining group control and handling information and data provided by DPS in accordance with confidentiality laws and applicable DPS policies; and

g. notify the DPS designated representative without delay of any breach or issue of noncompliance with the federal and state confidentiality laws, DPS policies and procedures; and

h. follow the directives of the DPS representative that are communicated to Data Recipient as it relates to the use of information and data provided by DPS.

IV. DENVER PUBLIC SCHOOLS RESPONSIBILITIES

1. DPS will undertake the following responsibilities pursuant to this Agreement.

a. Provide the support services the attached **Exhibit A** requires.

b. DPS shall perform the tasks and obligations set forth in this Agreement , and any obligations as the "Data Provider" under FERPA.

V. GENERAL TERMS & CONDITIONS

1. Background Checks. Data Recipient hereby certifies that it has conducted a criminal background check of its employees, including subcontractors, agents or assigns who are performing any Services under this Agreement, and to the best of its knowledge, no employee, subcontractor, assign or agent rendering services and performing any Services under this Agreement have been convicted in Colorado or in any other State of a criminal offense involving:

a. 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; and

b. Data Recipient further acknowledges and certifies that it understands that knowingly allowing any employee, subcontractor or agent providing services, to enter DPS property or accessing DPS information and data, that if such person has been convicted of an offense considered a crime as defined in Section 1(a) above, is a violation that 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. Data Recipient shall, upon the DPS's request, provide documentation of every person, including any subcontractor or agent of Data Recipient, providing services to substantiate the basis for this certification; and

c. the costs associated with conducting the above-required criminal background screenings are solely the responsibility of Data Recipient. Before services begin, each person may be asked to sign a notarized affidavit disclosing any previous criminal convictions or whether he or she has or has not been charged or convicted of a felony, misdemeanor, municipal ordinance or similar violation or not. Thereafter, any new personnel, subcontractor, volunteer or agent hired or added during the term of this Agreement shall satisfy the requirements set forth in this Section 1 before performing services on behalf of Data Recipient.

2. Open Records. It is presumed that information and materials provided to DPS is a public record and upon request subject to inspection, disclosure and release under the Colorado Public (Open) Records Act §24-72-204 C.R.S. *et. seq.,* applicable now or hereafter amended, however, DPS will not disclose or release any materials and information that qualifies as exempt or is protected by applicable state, and federal laws. DPS will make an effort to notify Data Recipient of any impending release of its information and materials in order to provide Data Recipient an opportunity to challenge the release of the requested information and materials. In the event of the filing of a lawsuit to compel such disclosure, Data Recipient may seek a protective order from the court until there has been a judicial determination of the issue of disclosure or Data Recipient agrees to intervene in such lawsuit to protect and assert any claim of privilege against disclosure of such material. Unless DPS receives a protective order or injunction prohibiting the disclosure or release from Data Recipient, the information and materials will be released to the requesting party as the law requires. Nothing in this provision shall be construed to create a legal duty, an obligation or liability for DPS and its employees, officers, agents or assigns to act or pursue any claim, defense, cause of action, or legal process on behalf Data Recipient who further agrees to defend, indemnify and save and hold harmless DPS and its employees, officers, agents or assigns against any claim, judgment, damages and legal expenses and costs, including any attorney fees awarded to a third party or incurred or a court may order to pay because the release of the requested information and materials by DPS was delayed or stopped by Data Recipient.

3. Standards of Service/Compliance with Law. If applicable, Data Recipient shall use its best efforts and professional judgment in providing any and all services to DPS. The Services shall be offered at times and places consistent with the reasonable needs of DPS, and shall meet in all material respects the specifications, criteria, or standards established by DPS and all provisions of local, state and federal laws, including any applicable regulations, rules and ordinances.

4. No Waiver/Assignment. No assent, expressed or implied, by DPS to any breach of any obligation or covenant by Data Recipient shall be construed as a waiver of any subsequent or other breach by Data Recipient. 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, by DPS of any of the immunities, rights, benefits, protection, or other provisions of the Colorado Governmental Immunity Act, C.R.S. 24-10-101, et seq. ("CGIA"), as now or hereafter amended. The parties acknowledge and agree that liability for claims for injury to persons or property arising out of the negligence of DPS, including its employees, is controlled and limited by the CGIA. Notwithstanding any provision of this Agreement to the contrary, this Agreement does not permit either DPS or Data Recipient to assign this Agreement.

5. Indemnification, Liability. Data Recipient agrees to indemnify DPS from and against any claim, cause of action, judgment, loss, demand, suit, or legal proceeding brought against DPS and its employees, representatives, or agents, which arises directly or indirectly from any act or omission in the course of performing its services related to this Agreement, but only to the extent any such act or

omission constitutes willful misconduct or gross negligence by Data Recipient and/or its employees, subcontractors, or agents; any claim or liability for Employee Benefits by its employees, subcontractors, or agents made against DPS; and pay any judgment, fine, including attorneys' fees and costs, awarded by a court of competent jurisdiction against DPS and DPS may reasonably incur defending itself against said claims and liabilities. Notwithstanding the foregoing, Data Recipient is not responsible to DPS for any bodily injury, death, personal property loss or damage sustained by any person or party caused, or is the result of the gross negligence or willful misconduct of DPS.

6. No Insurance Through DPS. Except for employees directly employed by DPS working for Data Recipient, DPS will not provide any insurance coverage for, or add Data Recipient as an insured to any DPS policy. Data Recipient acknowledges and avers it has for itself all necessary insurance coverage, including, without limitation, any liability, life, collision, comprehensive, health, medical, workers' compensation or unemployment compensation insurance. Upon request, Data Recipient will provide DPS with its certificates of insurance evidencing each of the types and amounts specified hereafter in the attached **Exhibit C**. All subcontractors and subconsultants shall be subject to all of the requirements herein and shall procure and maintain the same insurance coverages as required by Data Recipient, or Data Recipient shall include all such subcontractors as added insured under its insurance policies or shall ensure that all such subcontractors and subconsultants maintain the required insurance coverages. Data Recipient agrees to provide proof of insurance for all such subcontractors and subconsultants upon request by DPS.

7. Legal Authority. Data Recipient and DPS each represent to the other that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into this Agreement.

8. No Construction Against Drafting Party. Each of the parties acknowledge that each of them and their respective counsel have had the opportunity to review this Agreement and that this Agreement shall not be construed against any party merely because this Agreement or any of its provisions, have been prepared by a particular party.

9. Force Majeure. Neither party will be liable to the other party or in default under this Agreement for failures of performance resulting from acts or events beyond the reasonable control of such party, including, by way of example and not limitation, acts of God, civil disturbances, war, and strikes.

10. Non-Discrimination. Data Recipient shall not discriminate on the basis of race, disability, religion, color, sex, age, national origin, religion, sexual orientation, marital status, citizenship status, or any other legally protected category in identification of participants, in employment practices, or in access to services provided under this Agreement.

11. Governing Law. This Agreement shall be subject to, governed by, and construed in accordance with the laws of the State of Colorado.

12. Termination/Revocation. The Data Sharing Agreement and this Agreement may be revoked or terminated with or without good cause shown, by either party by notifying the other party in writing of such termination. Any such writing shall be sent to the other party by certified mail, return receipt requested, and shall be effective thirty (30) days after the date that the return receipt shows the notice was received or rejected by the intended recipient. In the event of termination, DPS shall not be obligated to provide the use of any facilities for Services rendered after the termination's effective date.

Data Recipient shall not be entitled to any data and information, or use any DPS facility after termination. After the termination date no further cause of action shall accrue to either party against the other party except for any obligation that reasonably would survive the termination of this Agreement.

13. No Third Party Beneficiaries. It is expressly understood and agreed that any enforcement of the terms and conditions of this Agreement, and any rights of action relating to such enforcement, shall be strictly reserved to DPS and Data Recipient and nothing contained in this Agreement shall give or allow any such claim or right of action by any third person, or entity, including but not limited to subcontractors, sub-consultants, and suppliers. It is the express intention of the parties hereto that any person or entities other than DPS receiving any services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

14. 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 of this Agreement.

15. Number and Gender. Whenever the singular number is used in this Agreement and when required by the context, the same shall include the plural and the masculine gender shall include the feminine and neuter genders.

16. Binding Effect. This Agreement will be binding upon the parties hereto and their respective successors and permitted assigns.

17. Dispute Resolution. If either DPS or Data Recipient believes in good faith that the other party has failed to perform, provide requested information, or has failed to satisfactorily meet any obligation set forth by this Agreement or has otherwise not fulfilled commitments made under this Agreement, then within thirty (30) days from the date the alleged non-performance occurred, the aggrieved party shall send written notification to the party who has allegedly not fulfilled its obligations and identify the allegations or reason the aggrieved party believes the non-performing party has failed to perform its obligations hereunder. Upon receipt of written notice, the alleged non-performing party shall have ten (10) business days, or such additional time as may be agreed to in writing between the parties, to correct or cure the allegations or notify the aggrieved party that the allegations have not occurred. Upon finding that a party failed to fulfill its obligations or respond in writing within the agreed upon timeframe, the aggrieved party shall be entitled to terminate this Agreement and pursue any and all remedies available at law or in equity.

18. Modification. This Agreement shall only be modified in writing signed by duly authorized representatives of both the Data Recipient and DPS. All requests for modifications should be directed to the authorized representative of DPS and the Data Recipient.

19. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the limited subject matter of this Agreement and all previous agreements or discussions between the parties relating to the subject matter of this Agreement are hereby terminated and/or superseded by this Agreement. This Agreement may be amended or modified only by a written instrument signed by both parties. If any provision of this Agreement is held invalid, the validity of the remainder of this Agreement shall not be affected. This Agreement may be signed in counterpart copies. A set of counterpart copies which collectively contain the signature and acknowledgment of all parties

shall be deemed to constitute an original. Executed counterparts transmitted by facsimile or other electronic means shall be treated as original counterparts.

IN WITNESS WHEREOF, DPS and Data Recipient have executed this Agreement on the date(s) indicated below.

DATA RECIPIENT

Matthew Barry, Vice President
(Name and Title of the person signing the Agreement)

8/10/16
(Signature + Date)

The Piton Foundation
(Company / Organization)

DATA PROVIDER

DIRECTOR OF PLANNING + ENROLLMENT
(Name and Title of the person signing the Agreement)

8/24/16
(Signature + Date)

DENVER PUBLIC SCHOOLS
(Company / Organization)

ADD SIGNATURE BLOCK FOR EACH DATA RECIPIENT

EXHIBIT A

THIS FORM MUST BE COMPLETED IN FULL, SUBMITTED APPROVED AND EXECUTED BY THE DULY AUTHORIZED REPRESENTATIVES BEFORE THE COMMENCEMENT OF ANY SERVICES.

I. Brief Description of Services.

This education data initially will be utilized in the final phase, focused on education, of a four-phase project telling the story of the changing Denver Region from 2009-2014. This project will provide insight from an analysis of how low-income populations have fared, including opportunities and challenges that remain across the Denver region since coming out of the Great Recession.

II. Purpose.

The Piton Foundation focuses its grant making investments on efforts to improve conditions for the most vulnerable children. Vulnerable children are in part identified with variables from academic performance records. It is important for Piton to know where the most vulnerable children are concentrated, including academic related indicators, to conduct analysis that will inform where investments could provide the greatest opportunity to improve children's health and education outcomes. Central to this research is understanding the rate of student mobility across communities and districts. Piton is making an effort to collect this data from DPS, APS, and other school districts in the seven county metro region to understand displacement pressures on children and families to determine if students who have been displaced are not performing as well as their peers. Piton is always interested in partnering with schools districts on such cross district analysis.

III. Scope of Work.

The project will require interactive map visualizations using a password protected account in ESRI's ArcGIS Online Application. This will model at Census Block Group or Tract level, and include a narrative supported by the change analysis findings that captures what has been anecdotally known about low-income populations having been displaced further from the core of the region due to economic forces, particularly related to the housing market. Point level data will be processed through a spatial algorithm at the parcel level so a mean or median can be generated for the tract. While this project's final phase is estimated to be released December 2016, the intent is to update the information on an annual basis by following the evolution of where families with school aged children move around the region, and how the children fare in terms of academic performance.

IV. Duration.

This Agreement shall commence on AUGUST 24, 2016 and terminates on December 31, 2016 or earlier pursuant to the applicable termination provisions of this Agreement ("Term"). The Term shall extend on an annual year-to-year basis until terminated by either party upon thirty (30) days' notice to the other party.

V. Requested Information by Data Recipient

Individual student record performance data (reading and math) for state assessments (CSAP, TCAP, PARCC) with FRL participation attached. There is not any individually identifiable information about the student, just an unique ID, that can be tracked over time and their home address coordinates. If possible, we would like to request records from 2009-10 school year to 2014-15 school year in order to have a longitudinal data set. If that is not feasible, we would like to request at minimum records from 2014-15 school year.

EXHIBIT B

TERMS AND CONDITIONS OF DATA SHARING AGREEMENT

1. Data Representatives
   a. The Parties mutually agree that the following named individual(s) are designated as a "Representative" on behalf of the Data Recipient and Data Provider and will be responsible for ensuring the obligations of each Party under the Agreement are complied with by the parties.

   b. The Parties mutually agree that the following named individual will be designated as the point-of-contact for this Agreement on behalf of Data Provider.

	Data Recipient Representative(s)		**Data Provider Representative**
Name	Jennifer Newcomer	**Name**	BRIAN ESCHBACHER
Title	Director of Research	**Title**	DIRECTOR, PLANNING + ENROLLMENT
Phone No.	303-454-3776	**Phone No.**	720-423-3792
E-Mail	jnewcomer@garycommunity.org	**E-Mail**	BRIAN_ESCHBACHER@DPSK12.ORG

2. Available Data and Information. Data Recipient is authorize to receive, collect and analyze student, classroom, school-level, employment and related data with the understanding that it is familiar with and agrees to be responsible for its compliance with the Family Educational Rights and Privacy Act ("FERPA") and the U.S. Department of Education's implementing regulations at 34 CFR Part 99 concerning the collection, use and disclosure of "directory information," "education records," and "personally identifiable information," of DPS "students" and "parents," students' names, performance information, test results, test results analyses and all other data and information (collectively, the "DPS Data and Information"). In the event of a conflict between this Agreement and FERPA and other federal and state laws regarding privacy and confidentiality (collectively referred to as, "confidentiality laws"), the confidentiality laws shall control. In the event of a conflict between FERPA and all other confidentiality laws, FERPA will control absent clear statutory authority that the confidentiality laws control ("controlling law"). In the event of conflict or uncertainty interpreting controlling law regarding the collection, access, use, or disclosure of DPS data and information, Data Recipient will resolve the uncertainty or conflict in favor of prohibiting the collection, access, use, or disclosure of DPS Data and Information. Data Provider represents that it is authorized to provide the DPS Data and Information to Data Recipient.

3. Data Recipient License. Notwithstanding anything herein to the contrary and only to the extent consistent with FERPA and applicable confidentiality laws, DPS hereby grants to Data Recipient a non-exclusive, royalty-free, nontransferable, revocable and limited license in accordance with this Agreement. Data Recipient may collect, access and use DPS Data and Information, provided that Data Recipient: (a) only uses DPS Data and Information to conduct and perform the work as described in **Exhibit A**; and (b) in a manner that limits the release of DPS Data and Information to Data Recipient's employees, agents and subcontractors who have a legitimate interest and need to know to meet Data Recipient's performance obligations under this Agreement; and (c) keeps a record of all disclosures made of DPS Data and Information that, at a minimum, includes the names of the party and the reason for the disclosure and assurances that such party agrees to comply with FERPA, confidentiality laws and the applicable provisions of this Agreement before obtaining DPS

VI. A Brief Description of Use of Any De-Identified Information Retained by Data Recipient.

While the student level DPS data are needed as inputs to the base indicators and models, the outputs, including published summary level results, will not disclose individual student level data. The data will be kept under secured access via authenticated accounts and passwords. Additionally the computer storage media are kept in locked, secured area only accessible by a small number of people.

Data Recipient certifies de-identified information and data will not include any identifiable data; and certifies de-identified information and data cannot be decrypted that will lead to an unauthorized release and transfer of personally identifiable information of individual students to any third party in violation of FERPA and other applicable federal and state confidentiality laws.

VII. Names _____.

BRIAN ESCHBACHER (DIRECTOR OF PLANNING + ENROLLMENT)

VIII. Name of Individuals Requesting Authorization & Position.

Jennifer Newcomer (Director of Research), Kelly Nelson (Research Analyst)

IX. Reporting.

DPS shall receive a DPS a copy of any Data Recipient's findings, study, publication, presentation or discovery utilizing DPS Information and Data.

Data and Information from Data Recipient; and (d) either returns or destroys DPS Data and Information after Data Recipient no longer needs it or at the time this Agreement is terminated.

4. Ownership Of Data and Information. The disclosure of PII, data and information to Data Recipient is not an assignment of ownership. DPS retains ownership of all data and information whether or not it is PII. All PII, data and information may only be re-disclosed by Data Recipient to a third-party with the prior written approval of DPS, in accordance with this Agreement or in compliance with confidentiality laws.

5. Protection of Information And Data
   a. Data Recipient acknowledges that data and information shared by the Data Provider is covered and protected under FERPA. Data Recipient agrees to abide by the limitations on re-disclosure of personally identifiable information from education records set forth in FERPA. 34 CFR 99.33 (a)(2) states that the officers, employees, and agents of a party that receive education record information from the Data Provider may use the information, but only for the purposes for which the disclosure was made. Nothing in this Agreement may be construed to allow either party to maintain, use, disclose or share student information in a manner not allowed by federal law or regulation.

   b. Data Recipient agrees to hold the Data in strict confidence and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give or disclose such information to third parties or to use such information for any purpose whatsoever, except as specifically authorized in this Agreement and to advise each of its employees and agents of their obligations to keep such information confidential.

   c. Should Data Recipient become legally compelled to disclose any DPS Data and Information (whether by judicial or administrative order, applicable law, rule or regulation, or otherwise), then Data Recipient shall use all reasonable efforts to provide the Data Provider with prior notice before disclosure so that Data Provider may seek a protective order or other appropriate remedy to prevent the disclosure. If a protective order or other remedy is not obtained prior to when any legally compelled disclosure is required, Data Recipient will only disclose that portion of Confidential Data that it is legally required to disclose.

   d. Data Recipient shall require of its users to sign a copy of the Non-Disclosure Agreement attached hereto as **Exhibit D**, confirming that he or she understands and agrees to comply with the terms and conditions of this Agreement. Signed copies shall be sent to the Data Recipient's representative identified above.

   e. In order to protect DPS Data and Information, Data Recipient will, at a minimum, adopt procedures that include the following:
      i. All paper files will be converted to an electronic format and the paper files will be shredded immediately after having been converted.
      ii. Electronic data files with sensitive data will be removed from computers and working servers in a manner that ensures that the DPS Data and Information cannot be recovered.

6. Maintenance of the Security of Electronic Information
   a. The Data Recipient agrees to use appropriate administrative, technical and physical safeguards to protect the data and information. Authorizations should be based on the principals of need to know, least privilege and separation of duties. Secured storage should be used to protect the data and encryption should be used when transmitting the data over unsecured means (such as e-mail). Data and information must be stored at authorized users' locations and not moved without notifying Data Provider's representative. These measures will apply to all agents and subcontractors used by Data Recipient.

   b. The Data Recipient agrees to notify Data Provider promptly of any unauthorized disclosure of the data.

7. Publications, Public Releases and Use of Name.
   a. Data Recipient shall have the right to release, discuss or publish findings and to use its findings for educational and philanthropic purposes, provided that publication and use of DPS Data and Information do not violate the terms of this Agreement and all information and data shall only be presented in aggregate statistical form that cannot be decompiled, un-encrypted or disaggregated to discover use and access PII.

   b. Data Recipient agrees that the information and data provided under this Agreement will not contain any personal identifiable information (PII) or could lead to the identification of participants' information used for Data Recipient's project.

   c. Data Recipient is authorized to cite Data Provider as the source of the data provided in this Agreement in any future public presentation(s) or report(s).

   d. Data Recipient shall submit a copy of all final drafts and reports to Data Provider describing in sufficient detail the results of any study, assessment or report, including any accomplishments and significant findings derived from the performance of its work, delivery of service or any evaluation or assessment conducted under this Agreement within 60 days after the completion date of the final draft.

8. Human Research. If applicable, any time human subjects may be used, Data Recipient shall comply with Department of Health and Human Services (DI-IHS) policies and regulations on the protection of human subjects (45 CFR 46, as amended) and with any terms of approval imposed by DPS Internal Review Board ("IRB") on the Use of Humans as Experimental Subjects. In all cases, Data Recipient agrees to adhere to the study protocol approved by the IRB, to assure that any legal or IRB requirements for the informed consent process are met and are appropriately documented, and to report to DPS authorized representative (a) any adverse events or unexpected problems, and (b) any proposed changes to the study protocol or informed consent process. If Data Recipient has its own approved Institutional Review Board, then the project shall also be submitted to that board for approval and Data Recipient shall provide verification that the approval has been granted. If applicable, the verification shall state the date when the project must be resubmitted for continuing review.

9. Surveys. If applicable, should Data Recipient want to conduct a survey of students, it acknowledges that all student surveys will be in compliance with the requirements of the Protection of Pupil Rights Amendment (PPRA). In the event that any Department of Education funding is used for this

program, prior written parental consent will be obtained before surveying a student on any of the following topics: (i) Political affiliations; (ii) Mental and psychological problems potentially embarrassing to the student and his/her family; (iii) Sex behavior and attitudes; (iv) Illegal, anti-social, self-incriminating and demeaning behavior; (v) Critical appraisals of other individuals with whom respondents have close family relationships; (vi) Legally recognized privileged or analogous relationships, such as those of lawyers, physicians, and ministers; or (vii) Religious practices, affiliations, or beliefs of the student or parents; or (viii) Income (other than that required by law to determine eligibility for participation in a program or for receiving financial assistance under such program). The protected categories may also be expanded by future amendments to the Protection of Pupil Rights Amendment ("PPRA") (20 U.S.C. § 1232h; 34 CFR Part 98). Parents will have the opportunity to inspect the survey created by a third party before the survey is administered or distributed to the student regardless of the funding source.

10. Data Destruction At the end of this Agreement all identifiers will be destroyed but de-identified data may be retained for 3 years from the end of this Agreement. Data destruction must be done using industry best practices and the destruction of all media and files must be certified by the Data Recipient's representative (or successor representative) in writing, using the "Certificate of Destruction" attached as **Exhibit E**.

11. Inspection The Data Recipient agrees that authorized representatives of Data Provider will be granted access to the Data Recipient's premises where the data files are kept for the purpose of inspecting security arrangements to confirm compliance with this Agreement.

12. Scope of Relationship This Agreement will not constitute a partnership, agency or joint venture, and neither party may bind the other to any contract, arrangement or understanding except as specifically stated herein or otherwise mutually agreed to in writing by the parties.

EXHIBIT C

INSURANCE

1. General Conditions. Data Recipient agrees to secure, at or before the time of execution of this Agreement, the following insurance on an occurrence basis, unless otherwise approved, covering all employees, operations, property, equipment, goods or services provided in connection with this Agreement. Data Recipient 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 DPS in the event any of the required policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices section of the 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, Data Recipient shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested with three (3) business days of such notice by its insurer(s). If any policy is in excess of a deductible or self-insured retention, DPS must be notified by the Data Recipient. Data Recipient 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 Data Recipient. The Data Recipient 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.

2. Proof of Insurance. Data Recipient shall provide a copy of this Agreement to its insurance agent or broker. Data Recipient may not commence services or work relating to the Agreement prior to placement of coverage and compliance with all insurance requirements of the Agreement. DPS'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 Data Recipient's breach of this Agreement or of any of DPS's rights or remedies under this Agreement. DPS's Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements.

3. Additional Insureds. For Commercial General Liability and Business Auto Liability and Excess/Umbrella Liability, Data Recipient and subcontractor's insurer(s) shall name DPS, its elected and appointed officials, employees and volunteers as additional insured.

4. Waiver of Subrogation. For Workers' Compensation, Commercial General Liability and Business Auto Liability and Excess/Umbrella Liability, Data Recipient and subcontractor's insurer shall waive subrogation rights against DPS.

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 Data Recipient. Data Recipient shall ensure that all such subcontractors and subconsultants maintain the required coverages. Data Recipient agrees to provide proof of insurance for all such subcontractors and subconsultants upon request by DPS.

6. Workers' Compensation/Employer's Liability Insurance. Data Recipient shall maintain for its employees including any student interns doing work under this Agreement and are paid by the Data Recipient, the coverage as required by statue for each work location and shall maintain Employer's Liability insurance with limits of $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. Data Recipient expressly represents to DPS, as a material representation upon which DPS is relying in entering into this Agreement, that none of the Data Recipient's officers or employees who may be eligible under any statue 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 Data Recipient executes this Agreement.

7. Commercial General Liability. Data Recipient shall maintain a Commercial General Liability insurance policy with limits of $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.

8. Business Automobile Liability. Data Recipient shall maintain Business Automobile Liability with limits of $1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under this Agreement.

9. Excess/Umbrella Liability. Data Recipient shall maintain excess liability limits of $2,000,000. Coverage must be written on a "follow form" or broader basis. Any combination of primary and excess coverage may be used to achieve required limits.

10. Network Security and Privacy Liability (Cyber Liability). Data Recipient shall maintain limits of $1,000,000 per claim and $1,000,000 policy aggregate limit.

11. Additional Provisions.

a. For Commercial General Liability, the policy must provide the following:
   i. That this Agreement is an Insured Contract under the policy;
   ii. A severability of interests or separation of insured's provision (no insured versus insured exclusion); and
   iii. A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by DPS.
   iv. Any exclusion for sexual abuse, molestation or misconduct has been removed, deleted or covered by separate policy.

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 City, whichever is earlier.

c. Data Recipient shall advise DPS 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, Data Recipient, to the extent commercially available

and economically reasonable, will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.

Exhibit D

Non-Disclosure Agreement

I understand that, during the performance of services, including any research or study, I may be given access to data and information of a confidential, proprietary, sensitive, or private nature. I agree that I shall only use this data and information to carry out my work and will follow the required procedures to protect the information from unauthorized release or disclosure. I further acknowledge that, while this information is in my possession, I shall be responsible to protect it from unauthorized disclosure and to restrict access to those who have a bona fide requirement for such access.

I affirm that I have received a written and/or verbal briefing/training by my company concerning my responsibilities under this Agreement. I understand that violation of this Agreement may be cause for the imposition of the sanctions.

Printed Name: JENNIFER HENCOMER
Signature: Jennifer Hencomer
Date: 8.10.16

Printed Name: Kelly Nelson
Signature: Kelly Nelson
Date: 8/10/16

Exhibit E

I\We, JENNIFER NEUKAMER as the authorized representative(s) of Data Recipient do hereby acknowledge and certify under penalty of perjury that [check one]:

JN (a) the private and confidential student information provided by the District as part of the Data Sharing Agreement in accordance with federal and state law was destroyed.

JN (b) the private and confidential student information provided by the District as part of the Data Sharing Agreement in accordance with federal and state law has been returned.

Name of File Description

Jennifer Neukamer · DIRECTOR OF RESEARCH 8.10.16
(Signature and Title of the Data Recipient Representative) (Date)

I certify that the data described above have been returned or destroyed in compliance with the Data Sharing Agreement.

DIRECTOR OF PLANNING + ENROLLMENT 8/24/16
(Signature and Title of Data Provider) (Date)

The execution of this Destruction Certificate closes the corresponding Data Sharing Agreement.