

**SERVICES AGREEMENT BETWEEN ZERO DROPOUTS LLC,
AND POUDRE SCHOOL DISTRICT R-1**

This Services Agreement (“Agreement”) is entered into as of the 20th day of August 2024, by and between Poudre School District R-1, a school district organized and existing under the laws of the state of Colorado (the “District”), and Zero Dropouts LLC, (“Contractor”), collectively referenced herein as the “parties.” In consideration of the mutual covenants and promises contained in this Agreement, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Term and Termination of Agreement.

- 1.1. This Agreement shall commence as of August 20, 2024, and shall continue through and including July 31, 2025, unless earlier terminated as provided herein.
- 1.2. Notwithstanding any other term or provision of this Agreement, the District’s obligations hereunder are expressly subject to its budgeting and appropriation of sufficient funds for each fiscal year (July 1 - June 30) an Agreement is in effect. In no event, shall the District’s obligations in an Agreement constitute a multiple-fiscal year direct or indirect debt or other financial obligation under Article X, Section 20(4)(b) of the Colorado Constitution.
- 1.3. Notwithstanding the provisions of sections 1.1 and 1.2 above, either party may terminate this Agreement at any time in that party’s sole discretion for any reason, with or without cause, by providing the other party with thirty (30) days’ advance written notice. In the event of such termination: (a) the District shall pay Contractor for all Services performed under and in accordance with this Agreement up to the date of termination; and (b) Contractor shall reimburse the District for all payments made in excess of Services performed up to the date of termination.

2. Obligations of Contractor.

- 2.1. The Contractor’s responsibility under this Agreement is to provide a turnkey online GED Plus program for selected co-enrolled district students to help students take and pass the GED and plan for their next steps through workforce and postsecondary exploration in accordance with the scope of work set forth in the attached Exhibit B and hereby made part of this Agreement (hereinafter the “Services”).
- 2.2. The total cost for Services under this contract will be as set forth on the attached Exhibit B and shall not exceed Eighty Percent (80%) of PPR for student FTE as of the October 2024 Count for students served by the Next Online Program, due and payable thirty (30) days from receipt of Contractor’s invoice.
- 2.3. The Contractor may also provide optional consulting services to the District insofar as those services align with Exhibit B. The cost of consulting services will be at a daily rate of One Thousand Nine Hundred Dollars and Zero Cents (\$1,900.00) to be billed on a monthly bases for hours utilized the previous month.

- 2.4. The District reserves the right to request additional services insofar as those services align with the overall scope and goals as set forth in Exhibit B. Additional access to student information or other similar needs by the Contractor will be coordinated by the District Information Technology Department and formalized via an amendment to this Agreement.
3. **Materials.** All labor, licenses, materials, supplies, equipment, and all other items necessary to complete the Services shall be furnished by the Contractor (the “Materials”) and shall be part of and not in addition to the Agreement price. The Contractor shall be responsible and liable for any damage or destruction to any Materials resulting from any cause other than the willful or reckless acts of the District for which it could be held liable under the Colorado Governmental Immunity Act.
4. **Review of Product.** Payment for Services furnished under the Contract shall not constitute acceptance thereof. The Project Coordinator shall have the right to confirm the completion of the Services provided, the product of such Services, and to reject any or all of which are in the District’s judgment defective or nonconforming. The District will not be charged for Services to correct Contractor’s errors for correcting such Services.
5. **Acceptance of Services.** Services are considered complete, only after the Project Coordinator has formally accepted Services in writing. Payments will not be made until Services are formally accepted.
- 5.1. The Project Coordinator reserves the right to cancel Services at any time upon written notice, including Services which may have been requested and have not been completed.
6. **Timeline Delays or Extension of Work.** If the Contractor experiences a delay in the completion of work, the Contractor shall provide a reasonable period of time, which does not delay the timeline for completion identified in section 3.6.9.
- 6.1. The Contractor shall not invoice the District for any delayed Services or products to be produced.
- 6.2. The District shall determine what constitutes a reasonable period of time and may cancel requested Services, seek the items from another Contractor, and may charge the original Contractor for any difference in costs.
7. **Primary Contractor and Subcontractors.** The Contractor shall assume all responsibility for performance of all Services in this Agreement, whether or not the Contractor uses subcontractors. Any consequences resulting from non-performance under the terms of this Agreement are the sole responsibility and liability of the Contractor. The Contractor shall be the sole point of contact with the District with regard to all matters covered by this Agreement. The District shall not initiate or maintain contact with any subcontractor unless such contact becomes necessary to mitigate the District's damage in the event the Contractor is in default or breach of any term or obligation of this Agreement.
8. **Definitions.**

- 8.1. As used in this Agreement, “personally identifiable information” is defined as information (including metadata) that, alone or in combination, is linked or linkable to a specific student so as to allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty. Personally identifiable information includes but is not limited to: (a) the student’s name; (b) the name of the student’s parent or other family members; (c) the address or phone number of the student or student’s family; (d) personal identifiers such as the student’s social security number, student number or biometric record; and (e) indirect identifiers such as the student’s date of birth, place of birth or mother’s maiden name.
- 8.2. As used in this Agreement, “education records” is defined as records, files, documents and other materials that: (a) contain information directly related to a student; and (b) are maintained by the District, or by a party acting for the District such as the Contractor.
- 8.3. As used in this Agreement, “confidential student records and information” is defined as education records and personally identifiable information concerning District students, including but not limited to confidential student records and information disclosed to, collected by and/or generated by the Contractor. Confidential student records and information does not include “de-identified confidential student records and information,” as defined in section 3.5 below.
- 8.4. As used in this Agreement, “collect” is defined as the gathering of data and other information by any means, including but not limited to the use of logs, cookies, tracking pixels, etc.
- 8.5. As used in this Agreement, “de-identified confidential student records and information” is defined as confidential student records and information from which all personally identifiable information, and the ability to determine any personally identifiable information, is removed.
- 8.6. As used in this Agreement, “securely destroy” is defined as removing confidential student records and information from the Contractor’s systems, paper files, hard-copy and electronic records, databases and any other media regardless of format, in accordance with the standard detailed in the National Institute of Standards and Technology (“NIST”) SP 800-88 Guidelines for Media Sanitization, so that the confidential student records and information are permanently irretrievable in the Contractor’s normal course of business.
- 8.7. As used in this Agreement, “eligible student” is defined as a student who is at least 18 years of age or who is legally emancipated.
9. **Ownership of Confidential Student Records, Information.** All confidential student records and information shall remain the exclusive property of the District and all rights, title and interest in the confidential student records and information, including but not limited to intellectual property rights in the confidential student records and information, belong to and are retained solely by the District. The District hereby grants to the Contractor a limited,

nonexclusive license to access, view, collect, generate and use confidential student records and information solely for the purpose of performing its obligations under this Agreement.

10. Security of Confidential Student Records and Information.

10.1. The Contractor shall store and process confidential student records and information in accordance with commercial best practices, including implementing appropriate administrative, physical and technical safeguards that are no less rigorous than those outlined in CIS Critical Security Controls, as amended, to secure such confidential student records and information from unauthorized access, disclosure, alteration and use. The Contractor shall ensure that all such safeguards, including the manner in which confidential student records and information is collected, accessed, used, stored, processed, disposed of and disclosed, comply with all applicable federal and state data protection and privacy laws, regulations and directives, including but not limited to Colorado's Student Data Transparency and Security Act, C.R.S. §§ 22-16-101 to -112. Without limiting the foregoing, and unless expressly agreed to the contrary in writing, the Contractor warrants that all electronic confidential student records and information will be encrypted in transmission and at rest in accordance with NIST Special Publication 800-57, as amended.

10.2. The Contractor shall conduct periodic risk assessments and remediate any identified security vulnerabilities in a timely manner. The Contractor shall promptly notify the District in the event of: (a) any security or privacy breach concerning confidential student records and information; and/or (b) any use or disclosure of student personally identifiable information not authorized under this Agreement.

11. Use of Confidential Student Records and Information.

11.1. Under the Agreement, Contractor may access, view, collect, generate and/or use confidential student records and information only under the following terms and conditions: (a) except as provided in section 6.2 below, Contractor shall not disclose confidential student records and information, in whole or in part, to any other party; (b) Contractor shall not use any confidential student records or information to advertise or market to students or their parents/guardians; (c) Contractor shall access, view, collect, generate and use confidential student records and information only to the extent necessary to perform its obligations under the Agreement; and (d) at the conclusion of the term of the Agreement the Contractor shall, as directed by the District, either securely destroy all confidential student records and information in its possession, custody or control, or return such confidential student records and information to the District.

11.2. Contractor may to the extent necessary to perform its obligations under the Contract disclose confidential student records and information to subcontractors as identified in Exhibit A ("Subcontractors") pursuant to written subcontracts specifying the purpose of the disclosure and providing that: (a) Subcontractors shall not disclose confidential student records and information, in whole or in part, to any other party; (b) Subcontractors shall not use any confidential student records or information to advertise

or market to students or their parents/guardians; (c) Subcontractors shall access, view, collect, generate and use confidential student records and information only to the extent necessary to assist Contractor in performing its obligations under the Agreement; and (d) at the conclusion of their work under their subcontracts Subcontractors shall, as directed by the District through the Contractor, either securely destroy all confidential student records and information in their possession, custody or control, or return such confidential student records and information to the District.

11.3. Contractor and Subcontractors may use de-identified confidential student records and information for purposes of research, the improvement of its products and services, and/or the development of new products and services. In no event shall the Contractor or Subcontractors re-identify or attempt to re-identify any de-identified confidential student records and information.

11.4. Contractor and Subcontractors shall promptly furnish to the District upon request all confidential student records and information they have collected and/or generated and not in the District's possession. Such requests may include but shall not be limited to those made in order to respond to parent/guardian and eligible student requests to inspect and review education records as authorized under the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g ("FERPA") and/or under the Colorado Open Records Act, C.R.S. §§ 24-72-200.1 et seq. ("CORA"). The District, not the Contractor or Subcontractors, shall respond to all parent/guardian and eligible student requests to inspect and review records, data and other information.

12. **School Service Contract Provider.** If Contractor is a "school service contract provider" under the Colorado Student Data Transparency and Security Act (the "Act"), the Contract is amended to add the language in this section 7. Under the Act, a "school service contract provider" is defined as an entity (other than the Colorado Department of Education, a K-12 public education entity or an institution of higher education) that enters into a formal, negotiated contract with the District to provide a "school service." Under the Act, a "school service" is defined as an Internet website, online service, online application or mobile application that: (a) is designed and marketed primarily for use in a preschool, elementary school or secondary school; (b) is used at the direction of District teachers or other District employees; and (c) collects, maintains or uses confidential student records and information.

12.1. As a school service contract provider under the Act, the Contractor has provided the following information the attached Exhibit A: (a) the data elements of confidential student records and information that Contractor collects under the Contract, regardless of whether the data elements are initially collected or ultimately held individually or in the aggregate using protocols that are effective for preserving the anonymity of each student included in the data; (b) the learning purpose for which Contractor collects the confidential student records and information; and (c) how the Contractor uses and shares the confidential student records and information. Contractor shall update this information as necessary to maintain accuracy.

- 12.2. Contractor shall facilitate the District's access to and correction of any factually inaccurate confidential student records and information as required in response to correction requests from parents/guardians and eligible students.
13. **Fingerprinting and Background Checks.** Provider's employees, volunteers, and other individuals providing Services under this Agreement will not be required to submit to fingerprinting or background checks conducted by the District, provided that they are under the supervision of District staff while providing Services and submit to the school visitor check-in system, Raptor Technologies, every time they enter a school building.
14. **Colorado Open Records Act.** Information and materials submitted under this Agreement may be considered public records subject to disclosure under the Colorado Open Records Act, (C.R.S. §§ 24-72-200.1 to -205.5) ("CORA"). Information and materials that the Contractor believes are confidential and not subject to disclosure under CORA must be submitted separately with a citation to the section of CORA and any other relevant law under which the Contractor believes they are confidential. The District, not the Contractor, shall determine whether information and materials so identified will be withheld as confidential, but will inform the Contractor in advance of disclosure to give it an opportunity to take legal action to protect its interests vis-à-vis the party making the CORA request.
15. **Accessibility Standards.** The Contractor shall comply with and the Services provided under this agreement shall be in compliance with all applicable provisions of §§24-85-101, *et seq.*, C.R.S., and the *Accessibility Standards for Individuals with a Disability*, as established by the State of Colorado's Governor's Office of Information Technology pursuant to Section §24-85-103 (2.5), C.R.S. The Contractor shall also comply with all State of Colorado technology standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards.
- 15.1. The Contractor shall ensure compliance by providing a Voluntary Product Accessibility Template (VPAT) using the current template available here: <https://www.section508.gov/sell/vpat/>.
16. **Access to District Server.** If access to any District server is necessary for the functionality of the Contractor's services. Upon written approval by the Executive Director of Information Technology or designee, the District grants the Contractor limited access to the District server for the sole purpose of providing Services.
- 16.1. The Contractor agrees to protect the confidentiality, integrity and availability of all electronic District or student information at all times.
- 16.2. The Contractor agrees to take proper steps to ensure the security of the device in which they connect to the District's systems remotely. The Contractor agrees not to copy information accessed remotely to local devices and or portable devices. Printing information is not permitted unless specific authorization has been granted.
- 16.3. The Contractor shall not share passwords, codes, credentials or user accounts with others.

16.4. The Contractor shall have a valid and up-to-date antivirus agent installed to ensure protection against malware and viruses upon connection to the District network.

16.5. The Contractor acknowledges that if the District determines in its discretion that remote access has been compromised by unauthorized parties, or that remote access has been misused, the Contractor's access will be disabled or terminated immediately.

17. Independent Contractor.

17.1. Contractor shall provide the Services under this Agreement as an independent contractor of the District. As such, Contractor shall have the right to determine how and by whom the Services will be provided and the right to provide the Services free from the direction and control of the District, subject to and consistent with the terms and conditions of this Agreement.

17.2. Contractor shall be exclusively responsible for: (a) all compensation, employment tax withholdings and payments, and all fringe benefits for its employees (if any) in full compliance with all applicable federal, state and local laws; (b) all insurance coverages and benefits for its employees (if any) in full compliance with all applicable federal, state and local laws, including but not limited to pension or retirement benefits, workers' compensation, unemployment compensation, and Social Security benefits; and (c) all payments to its contractors and subcontractors for goods and/or services directly or indirectly related to this Agreement.

17.3. Nothing in this Agreement shall be construed as creating a single enterprise, partnership, joint venture or employer-employee relationship between Contractor and the District. Contractor is not a partner, agent or representative of the District and shall not represent itself to be a partner, agent or representative of the District. The District is not a partner, agent or representative of Contractor and shall not represent itself to be a partner, agent or representative of Contractor.

17.4. Contractor shall not attempt or purport to extend the faith and credit of the District to any third party, person or entity. Contractor acknowledges and agrees that it has no authority to enter into any contract with a third party that would bind or in any way obligate the District. The District shall not attempt or purport to extend the faith and credit of Contractor to any third party, person or entity. The District acknowledges and agrees that it has no authority to enter into any contract with a third party that would bind or in any way obligate Contractor.

18. **Equal Opportunity.** It is agreed that no otherwise qualified Contractor shall be excluded from participating in, be denied the benefits of, or be subject to discrimination, including harassment, under any provision of this Agreement on the basis of race; creed; color; national origin; age; sex; pregnancy; physical recovery from childbirth or a related condition; sexual orientation; marital status; veteran status; religion; genetic information; gender expression; gender identity; ancestry; or disability.

19. **Health and Safety Standards.** The Contractor shall have and maintain a set of protocols and guidelines to meet evolving health and safety requirements and implement any applicable

communicable disease protocols, which must follow guidance and orders from state and/or local public health officials and be no less strict than the District's protocols.

19.1. Contractor shall ensure all individuals providing Services under this agreement for the Contractor wear appropriate personal protective equipment as designated in this section 2.13, at all times while on District property.

19.2. If the District is directed, or the District determines to limit or restrict access to any or all of its facilities or District Location due to a public health or safety concern, the District may, at its discretion, temporarily delay or stop Contractor's services, with or without prior notice.

20. **Individuals Providing Services for Contractor Under this Agreement.** The Contractor shall not utilize any laborer or employee who has been convicted of a violent crime or a crime of such nature (e.g., child related offenses) as to categorize the person as being unsuitable for working around school children, or has engaged in such conduct as to be similarly categorized. In the event the District has reasonable grounds to believe that any individual assigned to perform work under this Agreement has a criminal record, is a registered sex offender, has exhibited violent behavior or is under the influence of alcohol or an illegal substance, including marijuana, while performing the Services or based upon other information the District deems reliable, the District may exclude such individual from any District property or impose reasonable conditions upon such individual's presence at any District Location unless the Contractor submits a copy of a completed security/background check on the employee. In the judgement of the District, if the Services cannot be performed as a result of such action, the Agreement may be terminated in accordance with section 1.3 of this Agreement. Removal of a specific person(s) will not relieve the Contractor from timely performance of work completion and will not be considered grounds for a request for additional funds or time extension to complete the Services.

20.1. The Contractor, its laborers and employees shall not fraternize or otherwise communicate with any District students except in cases of safety and like necessities.

21. **Conflict of Interest.** Contractor avers to their knowledge of no employee of the District having any personal or beneficial interest whatsoever in the service or property described in this Agreement. Contractor has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the Contractor's Services and Contractor shall not employ any person having such known interest.

22. **Invoicing.** The District utilizes an online vendor portal to collect, validate, and manage vendor information, including but not limited to tax identification verification, sanction monitoring, receipt of W9 and other required forms. Prior to the issuance of a purchase order or payment, the Contractor will be required to complete the online registration process through the online vendor portal, which shall include the Contractor providing all required

documentation, and receiving approval of the submission of all documentation, including but not limited to, taxpayer identification number and bank account verification.

22.1. Contractor will provide invoices for the Services at the rate specified in 2.1.

Invoices for Services provided shall be submitted directly to the District's accounts payable department within thirty (30) days of completion of Services. Invoices for such Services shall include (a) date on which Services were provided, (b) the District Location for which the Service were provided, (c) details of Products delivered, (d) and if issues, a purchase order number.

22.2. Invoices received from the Contractor pursuant to this Agreement will be reviewed and approved by the District's representative, indicating that services have been rendered in conformity with the Agreement and then will be sent to the Finance Department for payment. Payment for Services not approved by the District in writing, shall not be considered valid and the District will not be responsible for covering associated costs. Invoices will generally be paid within thirty (30) days following the District representative's approval.

22.3. Invoices which do not conform with the agreement will be paid thirty (30) days from receipt of a revised and corrected invoice.

22.4. All invoices must be submitted within 30 days of fiscal year end June 30 and may not include items received by the District outside of the fiscal year July 1 – June 30.

22.5. Invoices shall be sent to ap@psdschools.org.

22.6. The District is a political subdivision of the State of Colorado and considered a governmental entity for tax classification purposes. The District is exempt from city, county, and state sales tax. The District's state tax exempt number is 98-03335 and the District's Federal Tax Identification Number (TIN) is 84-6013733.

22.7. If the contract results in the right to use an asset, the Contractor shall provide the District, if requested, documentation necessary to facilitate the District's compliance with the Governmental Accounting Standards Board ("GASB") issued GASB Statement No. 87, Leases.

23. **Insurance.** Provider, at its expense, shall purchase and maintain in effect at all times throughout the duration of the Agreement, all insurance requirements and limits as set forth below. Policies providing such limits of coverage via a primary policy plus an umbrella or following form excess policy will be satisfactory. All insurance shall be written by a carrier legally authorized to write such insurance in the state of Colorado provided the carrier has a current A.M. Best rating of A- VII or higher. All policies shall be primary and non-contributory with any insurance maintained by additional insureds. Insurance and/or self-insurance carried by the District is excess of the coverage extended to the District by Provider. Provider shall provide at least thirty (30) days' advance written notice to the District prior to cancellation, change of coverage, or non-renewal. The insurance requirements specified in this section 23 shall not reduce the indemnification liability that Provider has assumed in section 24.

Provider shall furnish the District with certificates of the required insurance prior to the District's approval and signing of this Agreement, and with renewal certificates prior to the expiration of any required insurance that expires during the term of this Agreement. Such certificates shall specifically state the inclusion, or the coverages and the provisions set forth herein and shall state whether the coverage is written on a "claims made" or "per occurrence" basis. For any policies written on a "claims made" basis, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Receipt, review, or acceptance by the District of any insurance policies or certificates of insurance required by this Agreement shall not be construed as a waiver or relieve the Provider from its obligation to meet the insurance requirements contained herein. Memorandums of Insurance will not be accepted. Certificates of insurance must be sent to: COI@psdschools.org.

Commercial General Liability

Minimum Limits

- Each Occurrence Bodily Injury & Property Damage \$1,000,000
- General Aggregate \$2,000,000
- Coverage must be written on an "occurrence" basis.
- Poudre School District R-1 and its elected officials, employees, agents, and volunteers shall be named as an additional insured or covered as an additional insured by way of a blanket endorsement and shall be insured to the full limits of liability purchased by the Provider even if those limits of liability are in excess of those required by this Agreement.

Errors & Omissions Liability

Minimum Limits

- Each Occurrence or Wrongful Act Limit \$1,000,000
- Annual Aggregate Limit \$3,000,000
- Provider must provide evidence of the extended reporting period coverage at the end of the project and before all final payments to the Provider is made.

24. **Indemnification.** The Contractor shall indemnify and hold harmless the District and the District's Board members, employees, representatives and agents from and against any and all liability arising from any suit, action, third party claims, grievance, or proceeding, including all attorneys' fees, costs and expenses, incurred as a result of any negligent or intentional act or omission by Contractor, or its employees, agents, Subcontractors, or assignees related to the terms of this Agreement and any Services provided under this Agreement.
25. **Governmental Immunity.** It is specifically understood and agreed that nothing contained in this Agreement shall be construed as an express or implied waiver by the District of any of the immunities, rights, benefits, protections, or other provisions of the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 *et seq*, as now or hereafter amended.

26. **Remedies.** If Contractor fails to comply with any of the foregoing requirements at any time during or after the term of the Contract the District may, as applicable, terminate the Contract and/or disqualify Contractor from future contracts and subcontracts with the District.
27. **Notices and Communications.** All notices and communications required or permitted under this Agreement shall be in writing and shall be: (a) sent via certified mail, return receipt requested and postage prepaid, to the address of the other party set forth below; or (b) sent via e-mail to the other party via the e-mail address set forth below.

Poudre School District R-1
Attn: Contract Administrator
2407 LaPorte Avenue
Fort Collins, CO 80521
E-mail: contracts@psdschools.org

Zero Dropouts LLC
Attn: Joy Smith
1031 33rd St.
Denver, CO 80205
Email: j.smith@zerodropouts.com

28. **General Provisions.**

- 28.1. **No Assignment.** The Contractor shall not assign this Agreement or any of its rights, interests or obligations under this Agreement without the prior written consent of the District, which consent may be withheld for any reason or no reason as determined by the District in its sole discretion.
- 28.2. **No Waiver.** The parties agree that no assent or waiver, express or implied, to any breach of any one or more of the covenants of this Agreement shall be construed as or deemed to be an assent to or a waiver of any subsequent breach.
- 28.3. **Press Contacts/News Releases.** The Contractor shall not initiate any press, media, or social media contact nor respond to press, media or social media requests regarding this Agreement and/or any related matters concerning the District without the prior written approval of the District's Executive Director of Communications or designee.
- 28.4. **Survival of Certain Contract Terms.** Notwithstanding anything herein to the contrary, the parties understand and agree that all terms and conditions of this Agreement and the exhibits and/or attachments hereto which may require continued performance, compliance, or effect beyond the termination date of the Agreement shall survive such termination date and shall be enforceable by the District as provided herein in the event of such failure to perform or to comply by the Contractor.
- 28.5. **Severability Clause.** Should any provision of this Agreement be determined to be void, invalid, unenforceable or illegal for whatever reason, such provision(s) shall be null and void; provided, however, that the remaining provisions of this Agreement shall be unaffected thereby and shall continue to be valid and enforceable.

- 28.6. **Amendment or Modification.** No amendment or modification of this Agreement shall be valid unless set forth in writing and executed by the District and the Contractor through written amendments to the Agreement, in the same manner and with the same formality as was done for this Agreement.
- 28.7. **Governing Law and Venue.** All issues regarding the formation, performance and/or legal enforcement of the Contract shall be governed by and construed in accordance with the laws of the State of Colorado. Venue for the resolution of any disputes arising out of or relating to the Contract shall be in Larimer County, Colorado.
- 28.8. **No Third-Party Beneficiary.** Enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the District and the Contractor. Nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any third person other than the District or the Contractor. It is the express intent of the parties that any third person receiving services or benefits pursuant to this Agreement shall be deemed an incidental beneficiary only.
- 28.9. **Binding Arbitration Prohibited.** The District does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary is null and void.
- 28.10. **Attorney Fees and Costs.** In the event it becomes necessary for either party to institute litigation to enforce any provision of this Agreement, the substantially prevailing party in such litigation shall receive, as part of any judgment or award entered, its reasonable attorney fees and costs, including expert witness fees.
- 28.11. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, legal representatives, successors and permitted assigns.
- 28.12. **Headings.** The headings used in this Agreement are for convenience only and shall have no effect upon the construction or interpretation of this Agreement.
- 28.13. **Conflict of Terms.** In the event of any conflict of terms found between this Agreement, any incorporated exhibits, any other terms and conditions, end user license agreements or privacy policies, the terms of this Agreement shall prevail.
- 28.14. **Survival of Certain Contract Terms.** Notwithstanding anything herein to the contrary, the parties understand and agree that all terms and conditions of this Agreement and the exhibits and/or attachments hereto which may require continued performance, compliance, or effect beyond the termination date of the Agreement shall survive such termination date and shall be enforceable by the District as provided herein in the event of such failure to perform or to comply by the Contractor.
- 28.15. **Entire Agreement.** This Agreement constitutes the entire Agreement of the parties regarding the subject matter addressed herein and supersedes all prior Agreements, whether oral or written, pertaining to said subject matter.

28.16. **Signatures.** This Agreement may be executed and delivered via portable document format (pdf), and the pdf signature of any party shall be considered valid, binding, effective and an original for all purposes. This Agreement may be signed in counterparts, and each counterpart shall be deemed an original, and all the counterparts taken as a whole shall constitute one and the same instrument.

28.17. **Warranty of Authority.** The individuals signing below represent and warrant that they have the authority to execute this Agreement on behalf of their respective organizations and bind their respective organizations to the terms of this Agreement.

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

ZERO DROPOUTS LLC

POUDRE SCHOOL DISTRICT R-1

By: Joy Smith
Name: Joy Smith
Title: Managing Director

By: R David Montoya
R David Montoya (Sep 4, 2024 15:37 MDT)
R. David Montoya
Chief Finance Officer

By: Julie Chaplain
Julie Chaplain (Sep 4, 2024 16:25 MDT)
~~Insoon Olson~~ Julie Chaplain
Assistant Superintendent

By: Bud Hunt
Bud Hunt (Sep 4, 2024 16:17 MDT)
Bud Hunt
Chief Technology Officer

Exhibit A



STUDENT DATA INFORMATION REQUEST FOR SOFTWARE SERVICES

Colorado's Student Data Transparency and Security Act [C.R.S. Section 22-16-101 et seq.] requires Poudre School District (PSD) to set forth certain contractual requirements before agreeing to the use of products that share student data. Due to the specificity of this language, PSD has opted to use its own contract to ensure compliance and alignment with the law and U.S. Department of Education recommendations regarding National Institutes of Standards and Technology Guidelines for Media Sanitization.

The law defines Student Identifiable Data as all items which are collected, maintained, generated, or inferred through use of the service, which includes metadata. This means any data element in the software's data table that can be connected to a student must be transparently identified along with how the data will be used. Because this may be different from what the company has reported under the Family Educational Rights and Privacy Act (FERPA), the District recommends pulling the data table to include all data elements.

Please provide the following information to facilitate the contracting process:

1. Detailed, formal description of product and scope of work to be completed.

Zero Dropouts LLC offers the Next GED Plus Online Program, designed for highly mobile students and others in need of alternative education options. This program caters to students aged 17-20 years old who are low on credits, making the attainment of a traditional credit-based diploma less attainable. Features of this program include engaging virtual classrooms, flexible blended learning opportunities, technology access, and in-person wraparound support.

Target Demographic

The Next GED Plus Online Program is specifically tailored for students aged 17-20 years old who are behind in credit accumulation toward a traditional Carnegie Unit graduation. These students may face various challenges that hinder their ability to graduate within the traditional timeframe, such as mobility, academic struggles, or personal circumstances.

Outcomes

- Increased Completion Rates: The Next GED Plus Online Program aims to increase completion rates among enrolled students. By providing personalized support, flexible learning pathways, technology-enhanced instruction, and comprehensive support services, the program strives to overcome barriers to completion and ensure that all enrolled students achieve their educational goals.*
- Increased Postsecondary Enrollment Rates: The Next GED Plus Online Program is committed to increasing postsecondary enrollment rates among enrolled students. By providing comprehensive support, personalized guidance, and career readiness preparation, the program aims to empower students to pursue further education and training opportunities after completing their high school equivalency credentials. Through partnerships with colleges, vocational institutions, and workforce development agencies, the program facilitates seamless transitions to postsecondary education, ensuring that students are equipped with the skills and resources needed to thrive in higher education and the workforce.*

2. What student data is collected through use of the system?

Student	Teacher	Admin	Meta Data
Demographics			

Contact Information			
504/IEP Information			

3. What is the purpose of collecting student data?

Demographic data will be used to identify students ages 17-20 who may qualify for programming. Contact information will be used to communicate with students and families. Data from 504/IEP plans will be used to appropriately support the needs of the students enrolled in the program.

4. What third parties does the company partner with who may receive student data in any format?

Google Suite, Remind, Airtable, Coda

What is the purpose of the third-party partners? Please provide:

Current quote (if available)

N/A

Tiered pricing for future purchases

N/A

Name and email for contract notices

Joy Smith, j.smith@zerodropout.com

Name and title of person who will sign the contract

Joy Smith, Managing Director, Zero Dropouts

Does the system allow integration for rostering?

☐ Yes ☒ No

If the above answer is yes, how is it completed?

The following pages contain an example that will serve as a guide for the company's IT team; these items are known as data tables or data dictionaries.

PSD must have specific information from the company in a separate document, which will become an exhibit to the contract. Links to online privacy policies will not be accepted; these policies must be transparently identified in a static document.

Exhibit B

Scope of Work

Zero Dropouts (ZD) will provide a turnkey online GED Plus program for selected co-enrolled district students to help students take and pass the GED and plan for their next steps through workforce and postsecondary exploration.

Target population:

This program will target students with low credits and a shrinking timeframe to earn a high school diploma. This program is designed to be an additional option for students who need an online option in order to complete high school.

Participants in this program will primarily be:

- Students who are 16.5 and older
- Significantly behind in credit
- Need the flexibility of anytime anywhere learning

Enrollment:

ZD shall accommodate a variable enrollment number. Rolling enrollment will allow for students to start the program as soon as a seat is vacated.

Programming:

- The program operates year-round and meets full-time funding eligibility criteria
- 36+ hours of synchronous instruction will be available per week—Monday-Thursday, with morning, afternoon, and evening availability—through scheduled Language Arts, Science, Social Studies, and Math classes.
- Asynchronous learning opportunities have unlimited availability and can be done at any time
- In-person support will be offered at drop-in sites and by appointment to offer tutoring, help with assignments, technology assistance, supplemental learning opportunities, wraparound supports, and proctored testing

Identification/ Intake/ Enrollment Protocol:

- Students will be identified through a variety of means by District staff, but also will be identified by Zero Dropouts staff calling 40-code lists of the previous 5 years.
- ZD will coordinate with the District to build a system for referrals, enrollment, scheduling, and record keeping that align with district practices and ensure full-time October Count status and full-time PPR
- ZD's Outreach and Engagement Coordinator will facilitate enrollment into the program after they have been referred

Staffing and Instructional Model

- A Director will oversee the program and supervise ZD staff
- Highly qualified e-Teachers will provide synchronous instruction through classes that are CCSS-aligned and cover content needed to pass the four GED subject tests
- Asynchronous learning opportunities will also be available through various platforms such as Aztec, Edgenuity, and Google Classroom
- An Outreach and Engagement Coordinator will assist students both in-person and virtually with academic needs and support to overcome barriers
- Standards-Aligned Math, Language Arts, and Civics courses, that also address content standards

from Science and Social Studies will be available via synchronous and asynchronous learning opportunities:

- Synchronous: Classes will be teacher-facilitated, interactive, cooperative learning experiences
- Asynchronous: Supplemental asynchronous learning will be assigned via Aztec and/or Edgenuity.
- The program incorporates exposure to a both workforce and postsecondary pathways to help students decide their next steps

Desired outcomes:

Expected deliverable include:

- Increased academic skills
- Increased postsecondary & workforce readiness
- Completion of the GED

Payment and Compensation:

Zero Dropouts will receive compensation based on:

- 80 % of PPR for student FTE as of the October 2024 Count for students served by the Next Online Program
- Zero Dropouts will invoice after the official October Count has been finalized