



## TECHNOLOGY, SOFTWARE, OR RELATED SERVICES CONTRACT

Between  
DISTRICT  
and Contractor Name

Contract No. S-

THIS CONTRACT SHALL BE BINDING ON THE DISTRICT ONLY IF IT IS APPROVED BY THE TRUSTEES  
AND EXECUTED BY THE SUPERINTENDENT OR AUTHORIZED DESIGNEE

**[Note: Text that is bracketed, bold red is optional.]**

This Software and Related Services Contract ("Contract") is made by and between \_\_\_\_\_ ("District") and Contractor Name ("Contractor" or "Depositor"). The parties agree as follows:

### CONTRACTOR DATA

**Contractor Name:**

**Address:**

**City, State,**

**ZIP:**

**Telephone:**

**Facsimile:**

**Email:**

**Contractor must submit a completed "Request for Taxpayer Identification Number and Certification" (Form W-9) with this signed contract.** Payment information will be reported to the Internal Revenue Service under the name and FEIN or SSN, whichever is applicable, provided by Contractor.

**Contractor certifies under penalty of perjury that Contractor is a**

Sole Proprietor       Corporation       Limited Liability Company  
 Partnership       Nonprofit Corporation       Other [describe: \_\_\_\_\_]

---

### TERMS AND CONDITIONS

- Term and Termination.** This Contract becomes effective on \_\_\_\_\_. Unless earlier terminated as provided below, this Contract shall continue through \_\_\_\_\_.

**2. Detailed Description of Products /Services / Statement of Work.**

- Purchased Product: [Describe the physical or software product, using name and listing key functions and purpose]
- Professional Services; Setup, configuration, implementation, and installation as detailed in Exhibit B (Statement of Work). The result of this work is typically a Work Product
- Maintenance [Describe service level agreement and software maintenance terms] Maintenance is as described in Exhibit G (Maintenance).
- Escrow Agreement [optional, should be used for key strategic software resources]

**3. Maximum Total Payment; Payment Method.** District will make no payments until this Contract is fully executed by the authorized representatives of both parties.

The maximum total payment under this Contract is \$ \_\_\_\_\_ for products and services provided by Contractor; this is a not-to-exceed amount, and the District will not pay more than this amount unless specifically agreed to in an amendment executed by the parties.

- District shall pay Contractor at a rate of \$ \_\_\_\_\_ per hour.
- District shall pay Contractor one lump-sum payment upon work completion and acceptance.
- Other: District shall pay Contractor as follows: Please explain this alternative payment method.

Contractor shall invoice District monthly. Upon work completion and acceptance, invoice approval, and according to this Contract's Terms and Conditions, District shall pay invoices net 30 days. District reserves the right to withhold payments to Contractor for amounts reasonable and sufficient to cover District's costs in processing invoices more than 60 days late. In addition to the maximum total payment above, District shall reimburse Contractor for the following Contractor expenses:

- \$0; no other expenses will be reimbursed under this Contract
- District will reimburse pre-approved travel expenses, including airfare, meals, ground transportation, and lodging. Travel must be incurred in performance of this Contract. Costs must be in keeping with District travel policies for District employees. If applicable, auto mileage will be reimbursed at the current federal rate. Contractor shall provide original invoices to District within 30 days of cost occurrence to be reimbursed.
- Other (explain):

**4. Contract Documents.** This Contract consists of these Terms and Conditions and the documents ("Exhibits") listed below in descending order of precedence. A conflict in these documents shall be resolved in the priority listed below with these Terms and Conditions taking precedence over all other documents. The Exhibits to this Contract include the following documents:

Exhibit A Payment Terms

Exhibit B Products / Services / Statement of Work

Exhibit C License Grant

Exhibit D Request for Proposals

Exhibit E Response to Request for Proposals

Exhibit F Non-Disclosure Agreement ("NDA")

Exhibit G Assembly Bill 1584 Compliance Agreement ("AB 1584")

Exhibit H Maintenance

Exhibit I Escrow Agreement

5. **Payment Issues.**
  - a. Method of Payment: Unless otherwise specified in Section 3, "Maximum Total Payment; Payment Method," District shall pay Contractor net 30 days upon invoice approval and work acceptance.
  - b. Payment on Early Termination: Upon termination pursuant to Section 13, "Early Termination," District shall pay Contractor as follows:
    - (i) If District terminates this Contract for its convenience under Section 13(a) or 13(b), then District must pay Contractor for work performed before the termination date if and only if Contractor performed in accordance with this Contract. District shall not be liable for any direct, indirect, or consequential damages. Termination by District shall not constitute a waiver of any other claim District may have against Contractor. If Contractor terminates this Contract under Section 13(c) due to District's breach, then District shall pay Contractor for work performed before the termination date if and only if Contractor performed in accordance with this Contract.
    - (ii) If District terminates this Contract under Sections 13(c) or 13(d) due to Contractor's breach, then District must pay Contractor for work performed before the termination date less any setoff to which District is entitled and if and only if Contractor performed such work in accordance with this Contract.
6. **Cost Adjustments.** Both parties agree that contracted prices shall be fixed for the first 12 months of this Contract. Contractor must submit to District any proposed cost adjustments at least 60 days before the proposed effective date of such increases with a detailed explanation for each adjustment. District alone reserves the right to reject any changes to this Contract it deems unacceptable.
7. **Independent Contractor Status.** By its signature on this contract, Contractor certifies that the service or services to be performed under this Contract are those of an independent contractor, and that Contractor is solely responsible for the work performed under this Contract. Contractor represents and warrants that Contractor, its subcontractors, employees, and agents are not "officers, agents, or employees" of the District. Contractor shall be responsible for all federal, state, and local taxes and any and all fees applicable to payments for services under this Agreement. Any additional personnel performing the Services under this Contract on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Contract and as required by law including, but not limited to, the payment of prevailing wage, as applicable, and in accordance with Labor Code sections 1720 et seq. and 1770 et seq. The Contractor shall obtain a copy of the prevailing rates of per diem wages applicable to the work to be performed under this Agreement from the website of the Division of Labor Statistics and Research of the Department of Industrial Relations located at [www.dir.ca.gov/dlsr/](http://www.dir.ca.gov/dlsr/). In the alternative, the District shall provide Consultant with a copy of the prevailing rates of per diem wages. Contractor shall be responsible for all reports and obligations respecting such employees, including, but not limited to, social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.
- If the District is using State funds for the Project and is required to enforce a Labor Compliance Program ("LCP"), then Contractor will be required to enforce the District's Labor Compliance Program ("LCP"), as applicable.
8. **Subcontracts; Assignment.** Contractor may not subcontract, assign, or transfer any of its interests or duties under this Contract without the prior written consent of District. District may withhold such consent for any or no reason. If District consents to an assignment or subcontract, then in addition to any other provisions of this Contract, Contractor shall require any permitted subcontractor (a) to agree in writing to be bound by all the terms and conditions of this Contract that would otherwise bind Contractor and (b) to sign the District's form Intellectual Property Assignment before being permitted to provide any services for the District under this Contract. The parties agree that any such subcontracts shall be construed as matters solely between the Contractor and its subcontractor and shall have no binding effect on District.
9. **Successors in Interest.** This Contract shall bind, and inure to the benefit of, the parties, their successors, and approved assigns, if any.
10. **No Third Party Beneficiaries.** District and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract provides any benefit or right, directly or indirectly, to third persons unless they are individually identified by name in this Contract and expressly described as intended beneficiaries of this Contract.
11. **Other Contractors.** District reserves the right to enter into other agreements for work additional or related to the

subject matter of this Contract, and Contractor agrees to cooperate fully with these other contractors and with the District. When requested by District, Contractor shall coordinate its performance under this Contract with such additional or related work. Contractor must not interfere with the work performance of any other contractor or District employees.

12. **Nonperformance.** As used in this Contract, "failure to perform" means failure, for whatever reason, to deliver goods and/or perform work as specified and scheduled in this Contract. If Contractor fails to perform under this Contract, then District, after giving seven days' written notice and opportunity to cure to Contractor, has the right to complete the work itself, secure the contracted goods and/or services from other contractors, or a combination thereof, as necessary to complete the work. Both parties agree that Contractor shall bear any reasonable cost difference, as measured against any unpaid balance due Contractor, for these substitute goods or services.
13. **Early Termination.** This Contract may be terminated as follows unless otherwise specified herein:
  - a. Mutual: District and Contractor may terminate this Contract at any time by written agreement.
  - b. District's Sole Discretion: District in its sole discretion may terminate this Contract for any reason on 30 days' written notice to Contractor.
  - c. Breach: Either party may terminate this Contract in the event of a breach by the other party. To be effective, the party seeking termination must give to the other party written notice of the breach and its intent to terminate. If the breaching party does not entirely cure the breach within 15 days of the date of the notice, then the non-breaching party may terminate this Contract at any time thereafter by giving a written notice of termination.
  - d. Contractor Licensing, etc.: Notwithstanding Section 13(c), District may terminate this Contract immediately by written notice to Contractor upon denial, suspension, revocation, or non-renewal of any license, permit, or certificate that Contractor must hold to provide services under this Contract.
  - e. Furlough: District reserves the right to terminate or otherwise suspend this Contract if District's School Board determines that funding is insufficient to remain fully open and calls for a District-wide furlough or similar temporary District reduction in operations. Any temporary closure shall not affect amounts due Contractor under this Contract, subject to a pro-rated adjustment for reduction in services or need for goods during the furlough.
14. **Remedies.** In case of Contractor breach and in addition to the provisions of Sections 12 and 13, District shall be entitled to any other available legal and equitable remedies. In case of District breach, Contractor's remedy shall be limited to termination of the Contract and receipt of Contract payments to which Contractor is entitled.
15. **Errors.** Contractor must perform any and all additional work necessary to correct errors in the work required under this Contract, and Contractor must do so without undue delays and without additional cost to District.
16. **Access to Records; Contractor Financial Records.** Contractor agrees that District and its authorized representatives are entitled to review all Contractor books, documents, papers, plans, and records, electronic or otherwise ("Records"), directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts.

Contractor shall maintain all Records, fiscal and otherwise, directly relating to this Contract in accordance with generally accepted accounting principles so as to document clearly Contractor's performance. Following final payment and termination of this Contract, Contractor shall retain and keep accessible all Records for a minimum of three years, or such longer period as may be required by law, or until the conclusion of any audit, controversy, or litigation arising out of or related to this Contract, whichever date is later.

17. **Ownership of Product or Work Products.**
  - a. Definitions:  
*Product*: a software tool purchased, licensed, or subscribed to and that has been developed by a third party and sold to the marketplace.  
*Work Product*: work completed by a third party that the District has ownership of, including; software developed for the District as described in Article 20a(i) of Appendix T of the Patent Cooperation Treaty "Communication to Designated Offices;" a configuration for District use; District documentation in support of the Product; reports and analysis developed by the third party for the District; an any other result from the third parties work expected to be owned by the District.
  - b. Choose (i) OR (ii).

(i)  District shall be the exclusive owner of all right, title, and interest, including without limitation all copyrights, trademarks, patents, trade secret, and all other intellectual property or proprietary rights, in and to anything that is created, produced, conceived, or developed by Contractor in the course of performing services for District under this Contract. This exclusive ownership includes, without limitation, any and all reports, analyses, studies, documentation, notes, drawings, computer programs (source code, object code, and listings), related documentation, inventions, creations, and any other material, work product, or work of authorship (collectively, "Work Product"). District and Contractor agree that all Work Product shall be deemed a "work made for hire" as that term is defined in Section 101 of the United States Copyright Act. As such, all copyrights in and to Work Product shall be the sole and exclusive property of District from the inception of their creation in tangible form. To avoid any dispute regarding ownership of Work Product, Contractor hereby irrevocably assigns to the District all right, title, and interest, including all copyrights, trademarks, patents, trade secrets, and other intellectual property or proprietary rights, in and to the Work Product. Contractor shall take all action requested by District to vest ownership of Work Product in District and to permit District to obtain copyright, trademark, patent, or similar protection in District's name. Contractor appoints District as its agent and attorney-in-fact for the following limited purposes: (a) to take any action to obtain patents, copyrights, or other kinds of legal protection in the Work Product; (b) to assign those rights to District; and (c) to protect those rights from infringement. This appointment and power of attorney are irrevocable. Any action taken by District under this power of attorney will have the same legal effect as if Contractor did it itself. If Contractor has property rights that are incorporated in or necessary to the use of any Work Product, Contractor grants District and its agents and contractors a royalty-free, irrevocable, worldwide, non-exclusive license to use, disclose, reproduce, modify, license, and distribute such Work Product. Upon termination of this Contract or upon any earlier request by District, Contractor shall provide the Work Product and all copies thereof to District.

All right, title, and interest in and to any programs, systems, data, and materials furnished to Contractor by District are and shall remain the property of District except those programs, systems, data, or materials originally furnished by Contractor to District under separate license agreements.

**OR**

(ii) Contractor licenses any and all goods or services provided by or developed for District ("Product") according to the terms of Exhibit C (License Grant). District shall have no right in any pre-existing work product of Contractor provided to District by Contractor in the performance of this Contract, except to copy, use, or re-use any such work product for District use only.

- c. **Necessary New Work**: Notwithstanding the License for the Product or Work Product set forth in this Contract, if in the course of completing the project implementation and management work set forth in Exhibit B (Statement of Work), Contractor designs and develops a new work product to facilitate the integration of the Product or Work Product with District's systems, Contractor hereby grants District a perpetual, royalty-free, fully-paid, non-exclusive, and irrevocable license to use or re-use, in whole or in part, such work products.
- d. **Prohibition**: So long as Contractor provides support and maintenance for the Product or Work Product, District shall not alter, modify, adapt, translate, reverse engineer, decompile, disassemble, or create derivative works from the Products or Work Product, nor take any other steps to produce a source language statement of the Products or Work Product or any part thereof without Contractor's express prior written consent.

**18. Work Performed on District Property.** Contractor shall comply with the following:

- a. **Identification**: When performing work on District property, Contractor shall be in full uniform at all times. Uniforms must include shirt with attached Contractor company identification. All such persons must also carry photo identification and must present it to any District personnel upon request. If Contractor cannot produce such identification or if the identification is unacceptable to District, District may provide at its sole discretion, District-produced identification tags to Contractor, costs to be borne by Contractor. If Contractor does not have a specific uniform for its employees, then Contractor shall provide identification tags as described above and/or any other mechanism the District in its sole discretion determines is required to easily and appropriately identify Contractors.
- b. **Sign-in Required**: As required by schools and other District locations, each day Contractor's employees are present on District property, those employees must sign into the location's main office to receive an in-school identification/visitors tag. Contractor's employees must display this tag on their person at all times while on District property.
- c. **No Smoking**: All District properties are tobacco-free zones; Contractor is prohibited from using any tobacco product on District property.

- d. **No Drugs:** All District properties are drug-free zones.
- e. **No Weapons or Firearms:** Except as provided by statute and District policy, all District properties are weapons- and firearms-free zones; Contractor is prohibited from possessing on its persons or in its vehicles any weapons or firearms while on District property.

**19. Unsupervised Contact with Students.** "Unsupervised contact" with students means contact that provides the person opportunity and probability for personal communication or touch with students when not under direct District supervision. As required by District policy, Contractor shall ensure that Contractor, any subcontractors, and their officers, employees, and agents will have no direct, unsupervised contact with students while on District property. Contractor will work with District to ensure compliance with this requirement. If Contractor is unable to ensure through a security plan that none of its officers, employees, or agents or those of its subcontractors will have direct, unsupervised contact with students in a particular circumstance or circumstances, Contractor shall notify District before beginning any work that could result in such contact. Contractor authorizes District to obtain information about Contractor and its history and to conduct a criminal background check, including fingerprinting, of any Contractor officers, employees, or agents who will have unsupervised contact with students. Contractor shall cause its employees and/or subcontractors, if any, to authorize District to conduct these background checks. Contractor shall pay all fees for processing the background check. District may deduct the cost of such fees from a progress or final payment to Contractor under this Contract, unless Contractor elects to pay such fees directly.

**20. Safety.** Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of its employees and subcontractors appropriate to the nature of the Services and the conditions under which the Services are to be performed. Safety precautions as applicable shall include, but shall not be limited to: (1) adequate life protection and life saving equipment and procedures; (2) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (3) adequate facilities for the proper inspection and maintenance of all safety measures.

**21. Confidentiality.**

- a. If District discloses any confidential data to Contractor, Contractor shall return all such data to District either upon District request at any time, or at the termination of this Contract.
- b. Contractor shall have no title or ownership in the District's, students', or teachers' data used within the Product or Work Product.
- c. Upon District request, Contractor shall provide any District data used in the Product or Work Product in a flat-file format (format to be specified by District) free of charge, except for the costs of media, shipping, and related costs.
- d. If Contractor ceases operations, dissolves (whether or not under bankruptcy or court order), is acquired, assigns this Contract in whole or in part, or otherwise ceases to be the responsible party for executing its obligations under this Contract, then Contractor shall immediately notify District of the change in writing, in addition to fulfilling its other obligations stated elsewhere in this Contract.

Unless District provides written authorization to transfer custody of District's data to another party or otherwise dispose of District's data, Contractor shall provide to District the data used within the Product or Work Product in a flat-file format and immediately and permanently delete such data from its servers, databases, or storage devices.

**22. FERPA Re-disclosure and AB 1584 compliance.** Family Education Rights and Privacy Act ("FERPA") prohibits the re-disclosure of confidential student information. Except in very specific circumstances, Contractor shall not disclose to any other party without prior consent of the parent/guardian any information or records regarding students or their families that Contractor may learn or obtain in the course and scope of its performance of this Contract. Any re-disclosure of confidential student information must be in compliance with the re-disclosure laws of FERPA. Contractor is not to re-disclose information without prior written notification to and written permission of the District. If District grants permission, Contractor is solely responsible for compliance with the re-disclosure under §99.32(b). Consistent with FERPA's requirements, personally identifiable information obtained by Contractor in the performance of this Contract must be used only for the purposes identified in this Contract.

In addition, Contractor agrees to the terms and conditions delineated in Exhibit G in order to ensure compliance with California Assembly Bill 1584 (effective January 1, 2015).

23. **Compliance with California Child Abuse and Neglect Reporting Act.** Contractor agrees to comply with the California Child Abuse and Neglect Reporting Act in the California Penal Code and from sections of the California Education Code (EC) as if Contractor were a mandated reporter pursuant to Penal Code Section 11165.7(a)(43). In so agreeing, Contractor shall immediately report to the proper state or law enforcement agency circumstances supporting reasonable cause to believe that any child has been abused in accordance with Form SS 8572 (see [http://ag.ca.gov/childabuse/pdf/ss\\_8572.pdf](http://ag.ca.gov/childabuse/pdf/ss_8572.pdf) ). Contractor shall report to the school principal or designated school authority the circumstances supporting reasonable cause to believe that any child has been abused.
24. **Compliance with Americans with Disabilities Act (ADA).** Contractor agrees to comply with the Americans with Disabilities Act (ADA), including, but not limited to, including ADA-compliant accessibility of electronic media and web sites. In addition, contractor agrees to comply with accessibility guidelines under Section 508 of the Workforce Rehabilitation Act of 1973.
25. **Compliance with HIPAA**
  - a. **Assurances.** In the event Contractor creates, receives, maintains, or otherwise is exposed to personally identifiable or aggregate patient or other medical information defined as Protected Health Information ("PHI") in the Health Insurance Portability and Accountability Act of 1996 or its relevant regulations ("HIPAA") and otherwise meets the definition as defined in the HIPAA Privacy Standards (45 CFR Parts 160 and 164), Contractor shall:
    1. Recognize that HITECH (the Health Information Technology for Economic and Clinical Health Act of 2009) and the regulations thereunder (including 45 C.F.R. Sections 164.308, 164.310, 164.312, and 164.316), apply to a Contractor of a covered entity in the same manner that such sections apply to the covered entity;
    2. Not use or further disclose the PHI, except as permitted by law;
    3. Not use or further disclose the PHI in a manner that had District done so, would violate the requirements of HIPAA;
    4. Use appropriate safeguards (including implementing administrative, physical, and technical safeguards for electronic PHI) to protect the confidentiality, integrity, and availability of and to prevent the use or disclosure of the PHI other than as provided for by this Agreement;
    5. Comply with each applicable requirements of 45 C.F.R. Part 162 if the Contractor conducts Standard Transactions for or on behalf of the Covered Entity;
    6. Report promptly to District any security incident or other use or disclosure of PHI not provided for by this Agreement of which Contractor becomes aware;
    7. Ensure that any subcontractors or agents who receive or are exposed to PHI (whether in electronic or other format) are explained the Contractor obligations under this paragraph and agree to the same restrictions and conditions;
    8. Make available PHI in accordance with the individual's rights as required under the HIPAA regulations;
    9. Account for PHI disclosures for up to the past six (6) years as requested by Covered Entity, which shall include: (i) dates of disclosure, (ii) names of the entities or persons who received the PHI, (iii) a brief description of the PHI disclosed, and (iv) a brief statement of the purpose and basis of such disclosure;
    10. Make its internal practices, books, and records that relate to the use and disclosure of PHI available to the U.S. Secretary of Health and Human Services for purposes of determining District's compliance with HIPAA; and
    11. Incorporate any amendments or corrections to PHI when notified by District or enter into a Contractor Agreement or other necessary Agreements to comply with HIPAA.
  - b. **Termination upon Breach of Provisions.** Notwithstanding any other provision of this Agreement, Covered Entity may immediately terminate this Agreement if it determines that Contractor breaches any term in this Agreement. Alternatively, Covered Entity may give written notice to Contractor in the event of a breach and give Contractor five (5) business days to cure such breach. Covered Entity shall also have the option to immediately stop all further disclosures of PHI to Contractor if Covered Entity reasonably determines that Contractor has breached its obligations under this Agreement. In the event that termination of this Agreement and the Agreement is not feasible, Contractor hereby acknowledges that the Covered Entity shall be required to report the breach to the Secretary of the U.S. Department of Health and Human Services, notwithstanding any other provision of this Agreement or Agreement to the contrary.

- c. **Return or Destruction of Protected Health Information upon Termination.** Upon the termination of this Agreement, unless otherwise directed by Covered Entity, Contractor shall either return or destroy all PHI received from the Covered Entity or created or received by Contractor on behalf of the Covered Entity in which Contractor maintains in any form. Contractor shall not retain any copies of such PHI. Notwithstanding the foregoing, in the event that Contractor determines that returning or destroying the Protected Health Information is infeasible upon termination of this Agreement, Contractor shall provide to Covered Entity notification of the condition that makes return or destruction infeasible. To the extent that it is not feasible for Contractor to return or destroy such PHI, the terms and provisions of this Agreement shall survive such termination or expiration and such PHI shall be used or disclosed solely as permitted by law for so long as Contractor maintains such Protected Health Information.
- d. **No Third Party Beneficiaries.** The parties agree that the terms of Section 25 shall apply only to themselves and are not for the benefit of any third party beneficiaries.
- e. **De-Identified Data.** Notwithstanding the provisions of Section 25, Contractor and its subcontractors may disclose non-personally identifiable information provided that the disclosed information does not include a key or other mechanism that would enable the information to be identified.
- f. **Amendment.** Contractor and Covered Entity agree to amend Section 25 to the extent necessary to allow either party to comply with the Privacy Standards, the Standards for Electronic Transactions, the Security Standards, or other relevant state or federal laws or regulations created or amended to protect the privacy of patient information. All such amendments shall be made in a writing signed by both parties.
- g. **Interpretation.** Any ambiguity in Section 25 shall be resolved in favor of a meaning that permits Covered Entity to comply with the then most current version of HIPAA and the HIPAA privacy regulations.
- h. **Definitions.** Capitalized terms used in Section 25 shall have the meanings assigned to them as outlined in HIPAA and its related regulations.
- i. **Survival.** The obligations imposed by Section 25 shall survive any expiration or termination of this Agreement.

26. **Security.** Any disclosure or removal of any District matter or property by Contractor shall be cause for immediate termination of this Contract. Contractor shall bear sole responsibility for any liability including, but not limited to attorneys' fees, resulting from any action or suit brought against District as a result of Contractor's willful or negligent release of information, documents, or property contained in or on District property. District hereby deems all information, documents, and property contained in or on District property privileged and confidential.

27. **Employee Removal.** At District's request, Contractor will immediately remove any Contractor employee from all District properties in cases where the District determines, in its sole discretion that removal of that employee is in the District's best interests.

28. **Compliance with Applicable Law.** Contractor shall comply with all federal, state, and local laws applicable to public contracts, to the work done under this Contract, and with all regulations and administrative rules established pursuant to those laws.

29. **Indemnification.**

- a. Contractor shall defend, indemnify, and hold harmless ("Indemnification") the District, its trustees, officials, directors, officers, employees, and agents from and against all liabilities, losses, expenses, claims, actions, or judgments (including attorney fees) recovered or made against District for any damage, injury, or death to persons or damage to property caused by the negligent or intentional acts or omissions of Contractor, its officers, employees, agents, or subcontractors related to Contractor's performance under this Contract. Contractor's Indemnification extends to conditions created by this Contract or based upon violation of any statute, ordinance, or regulation. This provision is in addition to any common law or statutory liability and indemnification rights available to District. Contractor's Indemnification of District shall not apply to damage, injury, or death caused by the sole negligence or willful misconduct of District, its officers, directors, employees, or agents. District will promptly notify Contractor in writing of any such claim or demand to indemnify and shall cooperate with Contractor in a reasonable manner to defend such claim.
- b. Contractor shall defend, indemnify and hold harmless District, its officers, directors, agents, and employees

from and against all claims, liabilities, losses, expenses, actions, or judgments (including attorneys' fees) that the Products or Work Product or that the District's use of the Products or Work Product infringe or misappropriate the intellectual property rights of any third party. This provision requires among other things that Contractor defend the District in any such action. Contractor's Indemnification of District shall not apply to damage, injury, or death caused by the sole negligence or willful misconduct of District, its officers, directors, employees, or agents.

- c. **Contractor Warranties.** Contractor expressly warrants that Contractor and any approved subcontractors have all of the rights, licenses, permits, qualifications, and consents necessary to
  - (i) Perform Contractor's obligations hereunder,
  - (ii) License the Product to the District as provided under this Contract, and
  - (iii) Assign the Product or Work Product under Section 17. Contractor expressly warrants that the Products and Work Product do not infringe or misappropriate the intellectual property rights of any third party.
- d. Contractor expressly warrants that, for one year following delivery of the Products ("Warranty Period"), the Products and Work Product will perform substantially in accordance with the description in Exhibit B (Statement of Work) when properly operated on the designated hardware and operating system. Contractor does not warrant that operation of the Products will be error-free. EXCEPT AS OTHERWISE PROVIDED ELSEWHERE IN THE CONTRACT, CONTRACTOR MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE PRODUCTS, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE
- e. During the Warranty Period, Contractor shall replace defective media or materials and attempt to correct any material error or defect in the Products or Work Products. Such error correction and assistance will be provided as expeditiously as reasonably possible. This warranty does not apply to problems arising from
  - (i) District's alteration, modification, or misuse of the Products or Work Products;
  - (ii) The malfunction of District's equipment, operating system, or software not supplied by Contractor; or
  - (iii) Attempts to use the Products or Work Products in a manner or purpose for which it was not intended.
- f. Contractor's liability in the event the Product or Work Product is defective shall be to provide a remedy as described above in Section 30.b. during the Warranty Period.
- g. The warranties and limitations set forth above shall not apply to the services provided by Contractor pursuant to Exhibit G (Maintenance). The warranties and limitations for those services shall be as set forth in Exhibit G.

30. **Insurance:** The Contractor shall, at its sole cost and expense, procure and maintain, for the duration of this Contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, Contractor's agents, representatives, officers, employees, or subcontractors. Payment for insurance shall be considered as included in the various items of work as bid or in the lump sum price bid (as the case may be), and no additional payment will be made. The following insurance coverage(s), as applicable, are required:

- a. Commercial general liability insurance [equivalent in scope to Insurance Services Office (ISO) form number CG 00 01 11 85 or CG 00 01 10 93] in an amount not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate. Such coverage shall include but shall not be limited to broad form contractual liability, products and completed operations liability, independent contractors liability, and cross liability protection. The District, its Board of Trustees, and their officials, employees, and agents shall be named as additional insureds by endorsement [equivalent in scope to ISO form CG 20 10 11 85 or to CG 20 26 11 85 or to both CG 20 10 10 01 and CG 20 37 10 01]. There shall be no limitations on the coverage afforded to the District, its Board of Trustees, and their officials, employees, and agents.
- b. If Contractor is providing services that require Contractor to transport District personnel, students, or property, commercial automobile liability insurance [equivalent in scope to ISO form CA 00 01 06 92] covering [symbol 1], "Any Auto" in an amount not less than \$1,000,000 combined single limit. The District, its Board of Trustees, and their officials, employees, and agents shall be named as additional insureds by endorsement. There shall be no limitation of coverage afforded to the District, its Board of Trustees, and their officials, employees, and agents.
- c. Workers' compensation insurance as required by the California Labor Code and employer's liability insurance in an amount of not less than \$1,000,000 per accident or occupational illness.
- d. Professional Liability / Errors & Omissions (E&O) liability. If Contractor is providing services that require a state license (including, but not limited to, accounting, architectural, auditing, dental, legal, medical, and psychiatric), then Contractor shall maintain professional liability / E&O insurance coverage of at least \$1,000,000 for each claim, incident, or occurrence, and at least \$2,000,000 annual aggregate coverage. This policy shall provide extended reporting period coverage for claims made within three years after this Contract

is completed or otherwise terminated according to its terms.

- e. Electronic data processing liability and cyberspace/online liability in an amount not less than One Million Dollars (\$1,000,000) per claim covering the services provided pursuant to this Contract.
- f. Electronic errors and omissions liability in an amount not less than One Million Dollars (\$1,000,000) per claim covering the services provided pursuant to this Contract.
- g. Fidelity bond and Crime to include Computer Fraud (Employee Dishonesty) (Theft) in an amount not less than One Million Dollars (\$1,000,000) per claim covering the services provided pursuant to this Contract. Umbrella liability (In excess of liability coverages as delineated above) in an amount not less than Four Million Dollars (\$4,000,000) per claim.
- h. Acceptability of Insurers. The insurance required herein must be placed with carriers as follows:
  - i. Non-admitted in California and subject to Section 1763 of the Insurance Code (a current list of eligible surplus lines insurers is maintained by the California Department of Insurance at [http://www.sla-cal.org/carrier\\_info/lesli/](http://www.sla-cal.org/carrier_info/lesli/)) with a current financial responsibility rating of A (Excellent) or better and a current financial size category (FSC) of VIII (capital surplus and conditional surplus funds of greater than \$100 million) or greater as reported by A.M. Best company or equivalent, or
  - ii. Admitted (licensed) in the State of California with a current financial responsibility rating of A (Excellent) or better and a current financial size category (FSC) of V (capital surplus and conditional surplus funds of greater than \$10 million) or greater as reported by A.M. Best Company or equivalent, or
  - iii. For Worker's Compensation only, admitted (licensed) in the State of California.
- i. Verification of Coverage. The Contractor shall furnish to the District the documentation set forth in paragraph g. below prior to the effective date of the Contract and, at least 30 days prior to expiration of the insurance required herein, furnish to the District renewal documentation. Each required document shall be signed by the insurer or a person authorized by the insurer to bind coverage on its behalf. The District reserves the right to require complete, certified copies of all insurance required herein at any time. The Contractor shall notify the District in writing within five business days if any insurance required herein is voided by the insurer or cancelled by the insured. This notice shall be sent by certified mail, return receipt requested, and shall include a certificate of insurance and the required endorsements for the replacement coverage.
- j. Documentation Required. The certificates and endorsements shall be received and approved by the District before Work commences. As an alternative, the Contractor may submit certified copies of any policy that includes the required endorsement language set forth herein.
- k. General liability insurance endorsement. The following are required:
  - iv. ADDITIONAL INSURED endorsement **[equivalent in scope to ISO form CG 20 10 11 85 or CG 20 26 11 85 or to both CG 20 10 10 01 and CG 20 37 10 01]** naming the District, its Board of Trustees, and their officials, employees, and agents as additional insureds.
  - v. CANCELLATION endorsement which provides that the District is entitled to 30 days prior written notice of cancellation or nonrenewal of the policy, or reduction in coverage, by certified mail, return receipt requested.
  - vi. CONTRIBUTION NOT REQUIRED endorsement which provides that the insurance afforded by the general liability policy is primary to any insurance or self-insurance of the District, its Board of Trustees, or their officials, employees, or agents as respects operations of the Named Insured. Any insurance maintained by the District, its Board of trustees, or their officials, employees, or agents shall be in excess of Contractor's insurance and shall not contribute to it.
  - vii. SEVERABILITY OF INTEREST endorsement which provides that Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.
  - viii. ADDITIONAL INSURED COVERAGE NOT AFFECTED BY INSURED'S DUTIES AFTER ACCIDENT OR LOSS endorsement. The policy must be endorsed to provide that any failure to comply with the reporting provisions of the policy shall not affect coverage to the District, its Board of Trustees, or their officials, employees, or agents.
- I. Automobile liability insurance endorsement. The following are required:
  - i. ADDITIONAL INSURED endorsement naming the District, its Board of trustees, and their officials, employees, and agents as additional insureds with respect to any auto owned, leased, hired, borrowed or used by the Named Insured, in connection with this Contract.
  - ii. CANCELLATION endorsement which provides that the District entitled to 30 days prior written notice of cancellation or nonrenewal of the policy, or reduction in coverage, by certified mail, return receipt requested.
  - iii. CONTRIBUTION NOT REQUIRED endorsement which provides that the insurance afforded by the

general liability policy is primary to any insurance or self-insurance of the District, its Trustees, or their officials, employees, volunteers, or agents as respects operations of the Named Insured. Any insurance maintained by the District, its Trustees, or their officials, employees, volunteers, or agents shall be in excess of the Contractor's insurance and shall not contribute to it.

- iv. **SEVERABILITY OF INTEREST** endorsement, which provides that the Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability. **ADDITIONAL INSURED COVERAGE NOT AFFECTED BY INSURED'S DUTIES AFTER ACCIDENT OR LOSS** endorsement. The policy must be endorsed to provide that any failure to comply with the reporting provisions of the policy shall not affect coverage to the District, its Trustees, or their officials, employees, volunteers, or agents.
- m. **Workers' compensation and employer's liability insurance endorsements.** The following are required:
  - i. CANCELLATION endorsement which provides that the District is entitled to 30 days prior written notice of cancellation or nonrenewal of the policy, or reduction in coverage, by certified mail, return receipt requested.
  - ii. WAIVER OF SUBROGATION endorsement which provides that the insurer will waive its right of subrogation against the District, its Trustees, or their officials, employees, volunteers, or agents with respect to any losses paid under the terms of the workers' compensation and employer's liability insurance policy which arise from work performed by the Named Insured for the District.
- n. **Self-insured programs and self-insured retentions. Approval.** Any self-insurance program, or self-insured retention must be approved separately in writing by the District's Risk Manager or designee and shall protect the District, its Board of Trustees, and their officials, employees, and agents in the same manner and to the same extent as they would have been protected had the policy or policies not contained such self-insurance or self-insured retention provisions.
- o. **Legal Defense.** The Contractor is expressly obligated to provide for the legal defense and investigation of any claim against the District as an additional insured and for all costs and expense incidental to such defense or investigation.
- p. **Subcontractors.** The Contractor shall require that all subcontractors meet the requirements of this Section unless otherwise agreed in writing by the District's Risk Manager or designee.
- q. **No Limitation on Liability.** Such insurance as required herein shall not be deemed to limit Contractor's liability relating to performance under this Contract. District reserves the right to require complete certified copies of all said policies at any time. The procuring of insurance shall not be construed as a limitation on liability or as full performance of the indemnification and hold harmless provisions of this Contract. Contractor understands and agrees that, notwithstanding any insurance, Contractor's obligation to defend, indemnify, and hold District, its trustees, officials, agents, volunteers, and employees harmless hereunder is for the full and total amount of any damage, injuries, loss, expense, costs, or liabilities caused by or in any manner connected with or attributed to the acts or omissions of Contractor, its officers, agents, subcontractors (of all tiers), employees, licensees, patrons, or visitors, or the operations conducted by Contractor, or the Contractor's use, misuse, or neglect of the District's premises.
- r. **[Contractor's Failure to Provide. If Contractor fails to procure any coverage required by be maintained by Contractor hereunder, or renewal thereof, or to provide written evidence the procurement or renewal thereof on a timely basis, District may (but is not required to), after having given five (5) working days written notice to Contractor, procure such coverage and charge its cost to Contractor as a reduction in the contract amount payable to Contractor on the next payment date. Contractor shall not do or permit to be done anything that shall invalidate insurance policies to the maintained by Contractor thereunder.]**
- s. **Waivers and Modifications.** Any modification or waiver of the insurance requirements herein shall be made only with the written approval of the District's Risk Manager or designee.
- t. **Changes in Insurance Requirements.** Not more frequently than **[once/once annually/every three (3) years]**, if in the opinion of District the amount of the foregoing insurance coverages is not adequate or the type of insurance or its coverage adequacy is deemed insufficient, Contractor shall amend the insurance coverage as required by District's Risk Manager or designee.

31. **Waiver; Severability.** Waiver of any default or breach under this Contract by District does not constitute a waiver of any subsequent default or a modification of any other provisions of this Contract. If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held invalid.

32. **Non-discrimination Clause.** Both parties agree that no person shall be subject to unlawful discrimination based on race; color; gender; age; religion; national origin; U.S. military veteran status; marital status; sexual orientation; disability; source of income; or political affiliation in programs, activities, services, benefits, or employment in connection with this Contract. The parties further agree not to discriminate in their employment or personnel policies.
33. **Conflict of Interest.** Contractor shall disclose to District any outside activities or interests that conflict or may conflict with the interests of the District. Prompt disclosure is required if the activity or interest is related, directly or indirectly, to (1) any activity that Contractor may be involved with on behalf of the District, or (2) any activity that Contractor may be involved with on behalf of any other firm or agency. In addition, Contractor shall comply with all provisions of the Political Reform Act and implementing regulations, as applicable, and in accordance with the District's Conflict of Interest Code. Contractor shall be subject to the broadest disclosure category in the District's Conflict of Interest Code during the term of this Agreement, except to the extent specifically modified in writing by the Superintendent or designee. For the term of this Agreement, no member, officer or employee of District, during the term of his or her service with District, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
34. **Equal Opportunity Employment.** Contractor represents that it is an equal opportunity employer and it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, gender identity, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Contractor shall also comply with all relevant provisions of District's Minority Business Enterprise program, if any, or other related programs or guidelines currently in effect or hereinafter enacted. Contractor must make a good faith effort to contact and utilize DVBE subcontractors or subconsultants and suppliers in securing bids for performance of the Contract and shall be required to certify its good faith efforts towards retaining DVBE subcontractors or subconsultants and suppliers and identify DVBE firms utilized in performance of the Contract.
35. **Fingerprinting Requirements.** Contractor hereby acknowledges that, if applicable, it is required to comply with the requirements of Education Code Section 45125.1 with respect to fingerprinting of employees who may have contact with the District's pupils. The Contractor shall also ensure that its consultants on the Project also comply with the requirements of Section 45125.1. If required by Education Code Section 45125.1, the Contractor must provide for the completion of a Fingerprint Certification form, in the District's required format, prior to any of the Contractor's employees, or those of any other consultants, coming into contact with the District's pupils. Contractor further acknowledges that other fingerprinting requirements may apply, as set forth in Education Code Section 45125 et seq., and will comply with any such requirements.
36. **Confidentiality.** Contractor hereby acknowledges that certain records and information maintained by the District, or by Contractor on behalf of the District, are protected by law and shall not be released to third parties without express authorization from the District. Such records include, but are not limited to, student records (i.e., any item of information relating to an identifiable student) and personnel records. In addition, all ideas, memoranda, plans, strategies, and documents shared with Contractor by District in connection with the performance of this Contract, not generally known to the public, shall be held confidential by Contractor. Contractor agrees that information acquired by Contractor during meetings with the District's administrative team, or during closed session Board discussions are deemed confidential and, except to the extent required by law, shall not be shared with third parties without express authorization from the District.
37. **Controlling Law; Venue.** Any dispute under this Contract or related to this Contract shall be governed by California and any litigation arising out of the Contract shall be conducted in courts located in Los Angeles County, California.
38. **Amendments; Renewal.** Any amendments, consents to or waivers of the terms of this Contract shall be in writing and signed by both parties. The parties may renew this Contract by their signed, written instrument.

39. **Maintenance.** Contractor offers support and maintenance of its Products. Such support and maintenance includes Updates and Upgrades. "Update" means a release of the Product (software) that includes a feature change, minor increased functionality, or minor improvements (including defect (bug) fixes). "Upgrade" means a release of the Product that includes an additional feature or significant improvement being added to the Product. Typical Upgrades will be those designated by Contractor as a change in the version number, being the number to the left of the decimal point in the Product version number. Terms for such Maintenance are described in Exhibit G (Maintenance) and shall describe service level obligations and contact information. Maintenance may be optional to District. Contractor may also provide maintenance for developed Work Products as described in Exhibit G, either on an as-needed basis or a regular schedule.
40. **Escrow.** To mitigate the parties' risk, Contractor agrees to keep a current copy of the source code for Products in escrow under an agreement substantially in the form of Exhibit H (Escrow Agreement). Contractor agrees to keep such escrowed source code updated when an Upgrade (defined in Section 40, "Maintenance") is issued by Contractor. Escrow may be optional to District. The Exhibit H will include the following items:
  - a. **Release of Source Code.** The source code will be released to the District in accordance with the Escrow Agreement upon the occurrence of one or more of the following conditions:
    - (i) Contractor's failure to carry out obligations imposed on it by the Contract or any agreement between the District and Contractor relating to the use of the Products;
    - (ii) Contractor's announcement or acknowledgement that it will no longer support the version of the Products then being used by the District;
    - (iii) Contractor's failure to continue to do business in the ordinary course; and
    - (iv) Contractor is subject to voluntary or involuntary bankruptcy.
  - b. **Definition of deposit materials.** Materials to be deposited with each deposit are:
    - (i) Source code, including any customizations for District;
    - (ii) All related technical documentation;
    - (iii) A list of names and contact information for personnel who have been supporting the source code;
    - (iv) A list of third party code, including open source, needed to run the software and available from other sources; and
    - (v) Compilers.
  - c. **License to use escrowed materials.** If source code is delivered to District, then District shall have a perpetual license to use and modify source code, as needed by District, for the sole purpose of maintaining its use of the Products.
41. **Counterparts.** The parties may execute this Contract in counterparts, each of which constitutes an original and all of which comprise one and the same Contract. Counterparts may be delivered by electronic means.
42. **Arbitration.** All claims and disputes arising under or relating to this Agreement are to be settled by binding arbitration in the state of California. An award of arbitration may be confirmed in a court of competent jurisdiction.]
43. **Entire Agreement.** When signed by both parties, this Contract (and the attached exhibits) is their final and entire agreement. As their final and entire expression, this Contract supersedes all prior and contemporaneous oral or written communications between the parties, their agents, and representatives. There are no representations, promises, terms, conditions, or obligations other than those contained herein.
44. **Notices.** All notices or demands of any kind required or desired to be given by District or Contractor must be in writing and shall be deemed delivered upon depositing the notice or demand in the United States mail, certified or registered, postage prepaid, addressed to the respective party at the addresses herein.

**I HAVE READ THIS CONTRACT, INCLUDING ALL EXHIBITS. I CERTIFY THAT I HAVE THE AUTHORITY TO SIGN AND ENTER INTO THIS CONTRACT ON BEHALF OF THE PARTY I REPRESENT AND AGREE TO BE BOUND BY ITS TERMS.**

**CONTRACTOR**

---

Signature

---

Contractor Printed Name and Title

---

Date

**DISTRICT**

---

Assistant Superintendent of  
Business Services Michael Lin

---

Date

**MAIL CORRESPONDENCE TO**

Name of District Contract Manager  
Information Technology Department  
\_\_\_\_\_ School District

\_\_\_\_\_, CA \_\_\_\_\_ - \_\_\_\_\_

**EXHIBIT A**

**PAYMENT TERMS**

Contractor's price quote or equivalent follows this page.

The balance of this page is intentionally left blank.

**EXHIBIT B STATEMENT**

**OF WORK**

Contractor's Statement of Work follows this page.

The balance of this page is intentionally left blank.

**EXHIBIT C**

**LICENSE GRANT**

Contractor's License Grant follows this page.

The balance of this page is intentionally left blank.

**EXHIBIT D**

**REQUEST FOR PROPOSALS (“RFP”)**

District's RFP follows this page.

The balance of this page is intentionally left blank.

**EXHIBIT E**

**RESPONSE TO RFP**

Contractor's response to District's RFP follows this page.

The balance of this page is intentionally left blank.

**EXHIBIT F**

**NON-DISCLOSURE AGREEMENT (“NDA”)**

District's NDA follows this page.

The balance of this page is intentionally left blank.

## EXHIBIT G

### ASSEMBLY BILL 1584 COMPLIANCE AGREEMENT ("AB 1584")

**Contractor understands and agrees to comply with the following:**

- Contractor understands that the District is a California public entity (local education agency) subject to all state and federal laws governing education, including but not limited to California Assembly Bill 1584 ("AB 1584"), the California Education Code, the Children's Online Privacy and Protection Act ("COPPA"), and the Family Educational Rights and Privacy Act ("FERPA");
- Contractor understands that AB 1584 requires, in part, that any agreement entered into, renewed or amended after January 1, 2015 between a local education agency (LEA) and a third-party service provider (contractor) must include certain terms; and

NOW, THEREFORE,

- Contractor agrees as follows:
  1. The terms and conditions of the TECHNOLOGY, SOFTWARE, OR RELATED SERVICES CONTRACT and any Exhibits are incorporated herein by reference.
  2. The term of this Exhibit shall expire on the termination date stated in the TECHNOLOGY, SOFTWARE, OR RELATED SERVICES CONTRACT or in any Exhibit to such TECHNOLOGY, SOFTWARE, OR RELATED SERVICES CONTRACT, whichever controls.
  3. Pupil records obtained by Contractor from LEA continue to be the property of and under the control of the LEA.
  4. The procedures by which pupils may retain possession and control of their own pupil-generated content are outlined as follows: **[INSERT PROCEDURE]**
  5. The options by which a pupil may transfer pupil-generated content to a personal account include: **[INSERT PROCEDURE]**
  6. Parents, legal guardians, or eligible pupils may review personally identifiable information in the pupil's records and correct erroneous information by the following protocol: **[INSERT PROCEDURE]**
  7. Contractor shall take actions to ensure the security and confidentiality of pupil records, including but not limited to designating and training responsible individuals on ensuring the security and confidentiality of pupil records, by the following measures: **[INSERT PROCEDURE]**
  8. In the event of an unauthorized disclosure of a pupil's records, Contractor shall report to an affected parent, legal guardian, or eligible pupil pursuant to the following procedure: **[INSERT PROCEDURE]**
  9. Contractor shall not use any information in a pupil record for any purpose other than those required or specifically permitted by the TECHNOLOGY, SOFTWARE, OR RELATED SERVICES CONTRACT.
  10. Contractor certifies that a pupil's records shall not be retained or available to the Contractor upon completion of the terms of the TECHNOLOGY, SOFTWARE, OR RELATED SERVICES CONTRACT, except for a case where a pupil chooses to establish or maintain an account with Contractor for the purpose of storing pupil-generated content, either by retaining possession and control of their own pupil-generated content, or by transferring pupil-generated content to a personal account. Such certification will be enforced through the following procedure: **[INSERT PROCEDURE]**
  11. LEA agrees to work with Contractor to ensure compliance with FERPA and the Parties will ensure compliance through the following procedure: **[INSERT PROCEDURE]**

**EXHIBIT H**

**MAINTENANCE**

Contractor's Maintenance terms and service level agreements follow this page.

The balance of this page is intentionally left blank.

**EXHIBIT I**

**ESCROW**

**AGREEMENT**

A mutually executed Escrow Agreement follows this page.

The balance of this page is intentionally left blank.