

RAYMORE-PECULIAR SCHOOL DISTRICT
REQUEST FOR PROPOSALS

Title: Special Education Program Review

Issue Date: November 16, 2023

Proposal Due Date: 2:00 P.M., on December 1, 2023

This document constitutes the Raymore-Peculiar School District’s (hereafter called the “District”) Request for Proposals ("RFP") soliciting proposals from qualified individuals, firms or organizations interested, experienced, and knowledgeable in conducting a Special Education Program review to improve instructional practices, specialized programming, and services for all students with disabilities being served by the Raymore-Peculiar School District as described in this RFP. The District intends to enter into an agreement with the successful, qualified Proposer to provide the services described herein.

All inquiries for information regarding the Proposal Preparation and Submission Requirements shall be in writing and shall be directed to:

Point of Contact:

Pam Steele
Executive Assistant to the Superintendent and Board of Education
Pam.Steele@raypec.org
Raymore-Peculiar School District
21005 S. School Road
Peculiar, MO 64078

Important Dates

DATES FOR RFP PROCESS	
RFP release	November 16, 2023
Q&A period	November 17 – 24, 2023
Proposals due	December 1, 2023 at 2:00 p.m.
Anticipated School Board Approval Date	December 21, 2023
Start Date of Services	January 1, 2024

I. ORGANIZATION OVERVIEW

The Raymore-Peculiar School District is a thriving community of over 6,000 students and 900 employees. We are proud to be a public school district that is consistently recognized for our academic excellence and innovative programs.

The District is made up of one high school, one career center, two middle schools, and seven elementary schools, an early learning center, and a school for at-risk students in grades K-12. In addition, the District hosts a virtual school, and opened a ninth grade center in August.

The District is committed to providing each student with a high-quality education that prepares them for success in college, career, and life. The District offers a wide range of academic programs, extracurricular activities, and support services to help students reach their full potential. Individualized Education Plans addressing learning and/or social emotional needs are in place for 623 students ages 3-21.

Additional details about the school district can be found at www.raypec.org.

II. QUALIFICATIONS

The qualifications desired from the individual, firm, or organization selected to conduct the review are:

1. Knowledge of education program administration and organizational design, as well as management principles directing special education services.
2. Knowledge of educational support programs for students requiring specially designed instruction and/or accommodations.
3. Knowledge of current research and best evidence-based practices in the education of students with disabilities.
4. Process knowledge of Federal and Missouri procedures, policies, and laws pertaining to special education and school finance.

III. SCOPE OF SERVICES

1. Review the special education department including curriculum, staffing, and services.
2. Comparison against area school districts analyzing case load and expectations of teaching and administrative staff.
3. Analysis of the IEP identification process.
4. Comprehensive interviews with administrators and focus groups with parents and special education teachers regarding the positive aspects of the current special education program and opportunities for improvement.

5. Survey of parents, teachers, and administrators regarding special education services and support regarding the positive aspects of the current special education program and opportunities for improvement.
6. In-depth observation of special education instruction both in regular and separate classrooms.
7. Analysis of curriculum for special education and regular curriculum for its ability to support teachers in differentiating and scaffolding for special education students in the regular classroom.
8. Actionable short-term and long-term recommendations to improve our special education services to our students based on feedback from parents, teachers, and building/district level administrators; in alignment with best educational and financial practices; and in accordance with state and federal laws and guidelines.

IV. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS

- A. Proposers must submit five (5) hard copies of the proposal and one (1) electronic copy to:
Pam Steele
Executive Assistant to the Superintendent and Board of Education
Raymore-Peculiar School District
21005 S. School Rd., P.O. Box 789
Peculiar, MO 64078
- B. All proposals must be in a sealed envelope and clearly marked “Special Education Review RFP”.
- C. All proposals must be received by 2:00 p.m. CST on Friday, December 1, 2023. Proposals submitted after that date and time will be rejected.
- D. Proposals shall be prepared simply, but completely, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content. At the same time, proposals should be as thorough and detailed as possible so that the District may properly evaluate the Proposer's capabilities to provide the required services. Electronic or facsimile proposals alone will not be considered in response to this RFP, nor will modifications by electronic or facsimile notice be accepted.
- E. All proposals must be prepared in the order shown below and must include the information requested:
 - a) A brief description of the proposer(s) including the names and qualifications of individuals who will be working on the project and their areas of responsibility.
 - b) A description of experiences that are similar to this project, including the scope of prior projects, with an emphasis on similar projects completed for other school districts of similar size.
 - c) A proposed outline of tasks, products, and project schedule including the number of hours required to complete each task.

- d) The proposed fee to complete the tasks as described in the Scope of Services and address the Specific Research Questions. The District requests that the proposed fee be all inclusive meaning that document preparation, mailing costs, Internet research fees, telephone calls, meeting attendance be included in the proposed fee. However, the District will consider a proposal that does not include travel costs as long as the proposal includes a “cost not to exceed” for travel expenses.
 - e) References from up to three similar projects including contact names, addresses, email addresses, and telephone numbers for each.
- F. All inquiries for information regarding Proposal Preparation and Submission Requirements shall be in writing and shall be directed to: Pam Steele, Raymore-Peculiar School District, 21005 S. School Rd., P.O. Box 789, Peculiar, MO 64078. pam.steele@raypec.org. (816) 892-1300. No other contact with any members of the Raymore-Peculiar School Board, any administrators, staff or employees of the District is permitted before or after completion of the RFP process. Failure to follow this directive or any attempt to contact or to influence any such person may result in rejection or disqualification of a proposal. Any and all responses to written requests for information and questions will be in writing and will be sent to all known interested parties. Any oral responses will be considered unauthorized and non-binding on the District.

V. AWARD

Award will be made to the responsive and responsible Proposer whose proposal is deemed to be most advantageous to the District, taking into account overall content of the proposal, cost, overall proposal, experience and qualifications of the firm and staff assigned in providing benefits brokerage services to governmental entities, commitment to compliance with all applicable laws and regulations, the use of state-of-the-art technology and quality and content of the manner in which the services are proposed to be performed. The District may request additional information and/or an interview with some or all Proposers as part of the selection process. In no event shall the District be required to explain the evaluation process or award selection to any Proposer.

VI. RIGHT TO REJECT

\\The District reserves the right to accept any proposal, to reject any and all proposals, and to waive any irregularities or informalities in any proposals. Conditional proposals will not be accepted.

VII. PROPOSALS FINAL

All proposals shall be deemed final, conclusive and irrevocable, and no proposal shall be subject to correction or amendment for any error or miscalculation.

VIII. COST OF PREPARATION

The cost of preparing and submitting a response to this RFP will be assumed solely by each Proposer, whether or not any agreement is signed as a result of this RFP.

IX. OWNERSHIP OF SUBMITTALS

All completed proposals submitted in response to this RFP become the property of the District upon submission. The District may use the proposal for any purpose deemed appropriate. The proposal material may become part of any contract between the successful Proposer and the District.

X. RFP INTERPRETATION

Interpretation of the wording of this RFP will be the responsibility of the District and that interpretation will be final and binding.

XI. PRICE

Proposers are cautioned that services must be furnished at the fees, costs and/or rates submitted and proposed unless otherwise stated. No increase in costs will be permitted during the term of the contract.

XII. CONTRACT

The Raymore-Peculiar Board of Education must formally approve the award of any agreement to purchase with approval anticipated to be received no later than December 21, 2023. The successful Proposer will be required to enter into a written contract with the District which will include, but not be limited to, the scope of services described herein and the contract provisions included herein. It is anticipated the contract term will commence on immediately after approval.

XIII. BILLING AND PAYMENT

Invoices shall be submitted directly to the Raymore-Peculiar School District via email or mailed to the District's Finance Office at P.O. Box 789, Peculiar, MO 64078.

XIV. NO PARTICIPATION

The successful Proposer shall not directly or indirectly participate as a proposer, bidder, or

subcontractor to a proposer or bidder on any bids or request for proposals to be designed, or Products to be provided, as contemplated by this RFP.

XVI. USE OF INFORMATION

Any specifications, drawings, sketches, models, samples, data, computer programs or documentation or other technical or business information (“Information”) furnished or disclosed to interested parties under this RFP, or as the result of this RFP, shall remain the property of District and, when in tangible form, all copies of such information shall be returned to District upon request. Unless such information was previously known to a party, free of any obligation to keep it confidential, or has been or is subsequently made public by District or a third party, it shall be held in confidence by such party, shall be used only for the purposes of this RFP, and may not be used for other purposes except upon such terms and conditions as may be mutually agreed upon in writing.

No specifications, drawings, sketched, models, samples, tools, or other apparatus programs, technical information or data, written, oral or otherwise, furnished by any interested party to the District under this RFP shall be considered to be confidential or proprietary.

XVII. CONTRACT TERMS AND CONDITIONS

INTRODUCTION TO THIS SECTION

The successful Proposer will be expected to enter into a written contract with the District. The terms and conditions in this section are expected to be incorporated into any contract awarded as a result of this RFP. In submitting a proposal, the Proposer agrees to the terms and conditions in this section, unless a statement is made to the contrary. Acceptance of alternate language, terms and conditions is at the sole discretion of the District. While the exact term of the contract is subject to final determination, the successful Proposer would be expected to commence the services on or about January 1, 2024, and complete the services as mutually agreed. The following terms and conditions are not to be considered complete, and other terms and conditions will be included in any resulting contract.

WARRANTY FOR SERVICES

Contractor warrants and represents to the District that Contractor possesses the background, experience, expertise and qualifications to undertake and to carry out the Services. Contractor further warrants and represents that the Services will be performed in a professional, good, thorough and workmanlike manner, and consistent with accepted industry standards.

REMEDIES FOR UNSATISFACTORY SERVICES

In the event Contractor fails to provide the Services consistent with the warranties and representations set forth above, the District at its option, may:

- a. Require Contractor to reperform the unsatisfactory Services at no cost to the District;
- b. Refuse to pay Contractor for Services, unless and until Services are corrected and performed satisfactorily;
- c. Require Contractor to reimburse the District all amounts paid for such unsatisfactory Services; and/or
- d. Proceed with, and assert, any and all remedies available at law.

INDEPENDENT CONTRACTOR

The District and Contractor agree that Contractor will act for all purposes as an independent contractor and not as an employee, in the performance of Contractor's duties under this Agreement.

NONDISCRIMINATION

The District actively follows a policy of nondiscrimination on the basis of age, race, color, national origin, ancestry, religion, sex, sexual orientation, gender identity, disability, genetic information, or any other characteristic protected by law and as required by the Titles VI and VII of the Civil Rights Act of 1964; Title IX of the Education Amendments Act of 1972 regarding sex discrimination; the Americans with Disabilities Act, as amended by the ADA Amendments Act; the Missouri Humans Rights Act; Section 504 of the Rehabilitation Act of 1973 regarding discrimination based on disabilities and handicaps; the Age Discrimination in Employment Act; the Missouri Anti-Discrimination Against Israel Act; and other state and federal laws and regulations. By entering into this Agreement, Contractor agrees to be bound by all aforementioned laws and regulations. Contractor shall also comply with all legal requirements of the Americans with Disabilities Act and the Missouri Human Rights Act regarding accessibility of facilities and programs, as may apply. Further, Contractor certifies that it is not currently engaged in and shall not, for the duration of this Agreement, engage in a boycott of goods or services from the State of Israel; companies authorized by, licensed by, or organized under the laws of the State of Israel; or companies, persons, or entities doing business in or with the State of Israel.

TERMINATION

The District may terminate this agreement with or without cause at any time by giving thirty (30) days' prior written notice to the other party of its intention to terminate as of the date specified in the notice. Contractor shall be paid for services delivered and accepted up to the date of termination.

In the event of a breach of this Agreement by either Contractor or the District, the non-breaching party shall give the breaching party written notice specifying the default, and the breaching party shall have fifteen (15) days within which to cure the default. If the default is not cured within that

time, the non-breaching party shall have the right to then terminate this Agreement by providing written notice of such termination.

REPORTING

During the term of this agreement, Contractor shall report to, and confer with, Dr. Lisa Hatfield, the District's Assistant Superintendent of Human Resources, and/or her designee on a regular basis, and as may be reasonably requested, concerning the services provided by Contractor and issues related to the services. Contractor also agrees to meet and confer with other District administrators, officers and employees as directed, or as may be necessary or appropriate.

INSURANCE

During the term of this Agreement and for a period of at least one (1) year thereafter, Contractor shall maintain the following types and minimum amounts of insurance coverage:

- a. Commercial general liability insurance (including contractual liability, bodily injury, property damage, and personal injury) with a combined single limit of not less than \$2,000,000 (per occurrence) and \$5,000,000 (aggregate);
- b. Professional liability insurance covering the errors and omissions of its employees providing professional or technical services with a coverage limit of not less than \$2,000,000 per person/occurrence;
- c. Data security/breach insurance covering liability for unauthorized access to, breach of, or use of information collected or accessed by Contractor under this agreement with a limit of not less than \$2,000,000 per claim and \$5,000,000 in the aggregate; and
- d. Workers' compensation insurance complying with the coverage limits and in all other respects with applicable state workers' compensation laws covering its employees and/or agents for work related injuries suffered by such employees and/or agents.

Contractor shall maintain all of the foregoing policies of insurance with reputable carriers and shall, on an annual basis, furnish District with certificates of insurance evidencing their terms of coverage. All such insurance policies shall be written as primary coverage and not contributing with or in excess of any coverage that District may carry, and shall provide for notice to the District of cancellation of insurance policies thirty (30) days before such cancellation is to take effect.

INDEMNIFICATION

Contractor shall indemnify and hold harmless District from and against any and all losses, expenses, damages, liabilities, and obligations, including, without limitation, reasonable court costs and attorneys' fees (collectively, "Losses") suffered or incurred by District to third parties if and only to the extent that (i) such Losses are directly caused by the Contractor's negligence or intentional misconduct, or by the Contractor's breach of its representations, warranties, or covenants in this agreement, or (ii) such Losses arise out of injury or death to persons, or infringement upon or violation of any patent, copyright, trade secret, or similar proprietary right of any third party, or any theft or misappropriation of personal confidential data with respect to information Contractor collects or accesses from District under this agreement.

Notwithstanding any provisions of this agreement to the contrary, Contractor shall be responsible for all costs and expenses related to any such notifications and other associated costs (e.g. costs of

credit monitoring services offered to individuals whose information was affected, legal fees, call center services, forensics services, and similar remediation costs) as a result of any data breach or unauthorized disclosure by Contractor. The remedies set forth herein shall be in addition to any other remedies available to District at law or in equity.

REPS AND WARRANTY PROVISIONS

Contractor agrees, represents, and warrants that at all times during this agreement, it agrees that it will:

- i. at all times comply with applicable federal, state, and local laws;
- ii. will abide by all District rules, policies and procedures;
- iii. not use and will limit access to information collected by Contractor under this agreement only to those authorized persons of Contractor as necessary to provide the services hereunder;
- iv. ensure that the services will be free of substantial defect and be performed in a professional and workmanlike manner, and substantially in accordance with the descriptions for such services;
- v. ensure the services to be provided hereunder do not infringe any third-party intellectual property rights; the services are free from viruses, back doors, time bombs, drop dead devices, Trojan horses, worms, and other destructive or malicious code and routines designed;
- vi. use reasonable efforts to maintain, secure, and protect the information and data collected and accessed by it;
- vii. has the requisite corporate or limited liability company right (as applicable), power and authority to enter into, and perform its obligations under this agreement;
- viii. that entering into this agreement and performing as contemplated hereby will not breach, conflict with, or constitute a default under any other agreement, arrangement, or instrument;
- ix. have the full and exclusive right necessary to grant all licenses, access, and other rights granted herein, and to fulfill its obligations under this agreement.

FORBEARANCE

The failure or delay of the parties to insist on the timely performance of any of the terms of this Agreement, or the waiver of any particular breach of any of the terms of this Agreement, at any time, will not be construed as a continuing waiver of those terms or any subsequent breach, and all terms will continue and remain in full force and effect as if no forbearance or waiver had occurred.

SCOPE AND OTHER TERMS

Contractor shall provide advance written notice to District of any changes to Contractor's policies or practices that affect its obligations under this agreement, and such changes shall be approved by District before any changes go into effect. All District policies and terms of service are hereby incorporated into this agreement. No unapproved Contractor policy or terms of service shall govern the use of Contractor's service, whether or not agreed to by an administrator, teacher or other unauthorized District personnel, nor shall any unauthorized District personnel be able to bind or otherwise modify this agreement. Any conflicting terms between this agreement, District policies, or other Contractor's policies (if approved by District), including any terms of service or other policy that must be approved by a user to access the Contractor service, shall take priority as

follows: District policies, this agreement, and approved Contractor policies.

SERVICE LEVEL AND SUPPORT. Contractor shall abide by its service level commitments and maintain adequate support personnel to effectively provide assistance to District and meet its commitments under this agreement.

GOVERNING LAW AND JURISDICTION. This agreement shall be construed and interpreted and the rights of the parties determined in accordance with the laws of the State of Missouri, without regard to any choice of law rules. The parties agree any litigation arising out of this agreement will be litigated in the State of Missouri, Cass County, or the United States District Court for the Western District of Missouri, whichever applicable.

MODIFICATION

Any change or modification to this Agreement will not be effective unless made in writing. This written instrument must specifically indicate that it is an amendment, change, or modification to this Agreement.

SEVERABILITY

If any court of competent jurisdiction finds any provision or part of this agreement is invalid, illegal, or unenforceable, that portion will be deemed severed from this agreement, and all remaining provisions and parts of this agreement will remain binding and enforceable; the parties will reconvene negotiations to arrive, in good faith, at an agreement as to matters remaining undetermined as a result of any finding by a court of competent jurisdiction that any provision or part of this Agreement is invalid, illegal, or unenforceable.

ASSIGNMENT

Contractor agrees, for Contractor and on behalf of Contractor's successors, heirs, executors, administrators, and any person or persons claiming under Contractor, that this Agreement and the obligations, rights, interests, and benefits hereunder cannot be assigned, transferred, pledged, or hypothecated in any way and shall not be subject to execution, attachment, or similar process, without the express written consent of the District. Any attempt to do so, contrary to these terms, shall be null and void and shall relieve the District of any and all obligations or liability hereunder.

WAIVER

Failure by any party, or all parties, to insist upon compliance with any term or provision of this agreement at any time or under any set of circumstances will not operate to waive or modify that provision or render it unenforceable at any other time irrespective of whether the circumstances are the same. No waiver of any of the terms or provisions of this agreement will be valid or of any force or effect unless in each instance the waiver or modification is contained in writing expressing such alteration or modification and executed by the parties.

NO WAIVER OF SOVEREIGN IMMUNITY. Nothing in this agreement shall be considered a waiver of the District's sovereign immunity or governmental immunity, by whatever name, under the laws of the State of Missouri including, but not limited to, under RSMo. § 537.600, et seq.

FEDERAL WORK AUTHORIZATION PROGRAM (“E-VERIFY”) VERIFICATION

Pursuant to Missouri Revised Statute 285.530, all business entities awarded any contract in excess of five thousand dollars (\$5,000) with a Missouri public school district must, as a condition to the award of any such contract, be enrolled and participate in a federal work authorization program with respect to the employees working in connection with the contracted services being provided, or to be provided, to the District (to the extent allowed by E-Verify). In addition, the business entity must affirm the same through sworn affidavit and provision of documentation. In addition, the business entity must sign an affidavit that it does not knowingly employ any person who is an unauthorized alien in connection with the services being provided, or to be provided, to the District.

Accordingly, your company:

- a. Agrees to have an authorized person execute the attached “Federal Work Authorization Program Affidavit” attached hereto as Exhibit A and deliver the same to the District prior to or contemporaneously with the execution of its contract with the District;
- b. Affirms it is enrolled in the “E-Verify” (formerly known as “Basic Pilot”) work authorization program of the United States, and are participating in E-Verify with respect to your employees working in connection with the services being provided (to the extent allowed by E-Verify), or to be provided, by your company to the District;
- c. Affirms that it is not knowingly employing any person who is an unauthorized alien in connection with the services being provided, or to be provided, by your company to the District;
- d. Affirms you will notify the District if you cease participation in E-Verify, or if there is any action, claim or complaint made against you alleging any violation of Missouri Revised Statute 285.530, or any regulations issued thereto;
- e. Agrees to provide documentation of your participation in E-Verify to the District prior to or contemporaneously with the execution of its contract with the District (or at any time thereafter upon request by the District), by providing to the District an E-Verify screen print-out (or equivalent documentation) confirming your participation in E-Verify;
- f. Agrees to comply with any state or federal regulations or rules that may be issued subsequent to this addendum that relate to Missouri Revised Statute 285.530; and
- g. Agrees that any failure by your company to abide by the requirements a) through f) above will be considered a material breach of your contract with the District.

By: _____
(signature)

Printed Name and Title: _____

FEDERAL WORK AUTHORIZATION PROGRAM AFFIDAVIT

I, _____, being of legal age and having been duly sworn upon my oath, state the following facts are true:

1. I am more than twenty-one years of age; and have first-hand knowledge of the matters set forth herein.
2. I am employed by _____ (hereinafter "Company") and have authority to issue this affidavit on its behalf.
3. Company is enrolled in and participating in the United States E-Verify (formerly known as "Basic Pilot") federal work authorization program with respect to Company's employees working in connection with the services Company is providing to, or will provide to, the District, to the extent allowed by E-Verify.
4. Company does not knowingly employ any person who is an unauthorized alien in connection with the services the Company is providing to, or will provide to, the District.

FURTHER AFFIANT SAYETH NOT.

By: _____
(individual signature)

For _____
(company name)

Title: _____

Subscribed and sworn to before me on this ____ day of _____, 20__.

NOTARY PUBLIC

My commission expires:

DATA PRIVACY AGREEMENT

1. **Security and Data Stewardship Provisions.** Contractor shall maintain at all times reasonable administrative, technical, and physical safeguards to protect the security, confidentiality, and integrity of the personally identifiable student, staff, parent or guardian data in its custody. Such safeguards shall include, at a minimum, the following:
 - a. Encryption technologies to protect data while in motion or at rest.
 - b. Guidelines for authorizing access to student information, including but not limited to the use of strict user login credentials and passwords.
 - c. Adhere to privacy compliance standards, including but not limited to the latest recommendations of the International Organization for Standardization (ISO) and Payment Card Industry Data Security Standards (PCI DSS).
 - d. Regular training of employees for complying with this agreement, including but not limited to FERPA, COPPA, and other applicable privacy laws.
 - e. Regular updating and patching of network software, servers, and endpoint equipment.
 - f. Regular penetration testing, vulnerability management, and intrusion prevention.
 - g. Maintains all network equipment and devices in a secure facility where access is actively monitored and managed by secure ID cards and or entry logs.
 - h. Performs regular backups and maintains redundant disaster recovery systems at a different physical site.
 - i. Monitoring and logging of all network activity.
 - j. Perform background checks on all personnel having access to District information.
 - k. A process for defined process for authenticating callers, resetting access controls, establishing and deleting accounts.
 - l. All District data and information collected and/or accessed under this agreement will be maintained and processed in compliance with relevant federal and state laws, regulations, and policies.
 - m. All data, including at rest, in motion, backups and data residing in fail-over sites, shall reside within the physical boundaries of the United States.
 - n. District data shall not be co-mingled with data from other customers without proper technical or physical separation.
 - o. Contractor shall perform, at least annually, a comprehensive security audit of its network and systems, with such audit being performed by a reputable organization known to provide such services, and provide the results of each such audit to the District upon completion, but in no event later than thirty (30) days of the completion of each such audit.

2. **Breach response.** In the event of a security breach or unauthorized disclosure of personally identifiable information, the Contractor shall:
 - a. Pay all costs and liabilities incurred by the District related to the security breach or unauthorized disclosure including, but not limited to, the costs of responding to

inquiries about the security breach or unauthorized disclosure, of notifying subjects about the breach, of mitigating the effects of the breach for the subjects, and of investigating the cause or consequences of the security breach or unauthorized disclosure, and correcting or remedying each such cause.

- b. Shall notify the District within a commercially reasonable time, but in no event later than thirty (30) days after discovering a breach or unauthorized disclosure. Contractor shall cooperate with District as reasonably requested in preparing and sending notifications to subjects of the breach.
3. **Collection Provisions.** Prior to Contractor collecting and/or gaining access to any sensitive District records under this agreement, Contractor shall provide District with its then-existing breach-remediation plan, and such plan shall be approved by the District prior to collection and/or access to any education records. A complete list of all data elements to be provided by District and/or collected by Contractor under this Agreement, including metadata.
4. **Data Use, Retention, Disclosure, and Destruction Provisions.** Contractor shall destroy all personally identifiable information, including metadata and all backups, in its custody upon request and/or at the termination of this agreement, and provide certification to District of same; provided, however, that prior to doing so, the Contractor shall be given the opportunity to receive any such information in a format decided by District upon its reasonable request. Any information collected by the Contractor during the term of this agreement shall not be used by or disclosed to any third party for the purposes of any commercial use, including but not limited to, advertising, marketing products or services, compilation of lists (whether data is aggregated or not) for sale or rental, analyzing or assessing data collected or accessed, development of future products or services, or creation of individual, household, or group profiles. Contractor acknowledges and agrees that at all times during the term of this agreement, the District maintains ownership and direct control of all data collected or accessed under this agreement, including metadata, the Contractor may be collecting or accessing, and that Contractor does not own, nor does it acquire any right or license to the data other than as necessary to perform its obligations under this agreement. All information collected by Contractor under this Agreement shall be maintained separately from and not co-mingled with any data of any other person. Contractor shall provide to District a breakdown of all types of student information it collects, how it uses such information, and any disclosures and to whom of such information at least annually to District. Not limiting any of the foregoing, the Contractor shall not use any information it collects under this agreement for any use except as necessary to fulfill its obligations under this agreement or otherwise authorized by the District.
5. **Data Access Provisions.** Contractor shall facilitate the inspection, review, access, and amendment of sensitive personal data about the District's employees in its custody by District and/or eligible employee. Requests for access, inspection, and review of such information shall be provided through the District. Only authorized persons of Contractor shall have access to information collected by Contractor under this agreement, and then only when necessary to provide the services hereunder.