



Vendor Contract Review Form (VCRF)*

*This form replaces the previously required department coversheets, Bid Waiver AND the New Supplier Form

All contracts, regardless of value or purpose, are to be routed through the Legal Department. This form standardizes that process and is to be used as the cover sheet for all contracts to ensure the complete review by appropriate persons. The business unit originating the contract must complete all sections of this form AND must sign where indicated under "Requesting Business Unit". Contracts that require a substantial commitment or that have an impact on another department must be approved by the impacted department(s).

Date Form Prepared: 07/14/2016

Date Review to be completed: 07/14/2016

Ensure sufficient review time for Legal & Finance, no less than seven business days

REQUESTING BUSINESS UNIT:		CONTRACTOR/VENDOR for Orders/Correspondence:	
Unit: Other <input type="checkbox"/> or list here: Testing <input type="checkbox"/>	Requestor Name/Ext.: Marc Costain	Company Name: Renaissance Learning	Contact Name: Landon Smith
Business Lead Name: Marc Costain	Business Lead Signature: _____	Address: PO Box 8036	City: Rapids State: WI ZIP: 54495
Phone/Email: 3615101843/mcostain@k12.com	Cost Center/Comp Code: 701	Phone/Email: Landon.Smith@renaissance.com	Company Fax: 866.561.1899
		Company Phone: 800.290.7844	

To be Completed by Finance **FP&A ASSIGNED TO THE BUSINESS UNIT¹**

Is the total contract amount in Forecast? YES Forecast: 20,000

If No, Explain: _____

Category for creating Purchase Requisition in Oracle: Category: _____

Additional Comments As Needed: _____

FP&A Name/Ext.: Yang Chih Chi / 2804

FP&A Approval Signature: _____

Type of Contract: Agreement If other, please list here: _____

Contract: Purpose and Scope of Work: Assessment program subscription for CPA PPOS and CODCA

Term Start Date: 07/01/2016

Term End Date: 07/31/2016

Total Contract Amount: \$ 19,231.30 Payment Terms:² Amount due at beginning of subscription

Renewal Options: _____ Non-Renewal Notice Date: _____

Identify Major Business Risks & Ways to Mitigate: _____

There An Existing Contract With This Entity? Yes

Is A Different Contractor Providing Services? No If Yes, Identify: _____

Will Contractor or the Software/Service Have Access to Student Data? No

Competitive Bidding "Required"³? No (If NO -or- YES, but not competitively bid complete next question)

¹ Event and Sponsorship contracts do not require FP&A approvals.

² Standard payment terms for new vendors (and at all times possible for existing vendors), shall be net 45 days; any deviation will require CFO approval.

³ K12 Competitive Bidding Policy: Purchases of goods or services resulting in payment >\$250,000 of K12's annual revenue to a single vendor in one fiscal year must be subject to competitive bidding; however all purchases should be handled prudently.



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Was this competitively bid (even if not required)? If No, Choose One:

If Yes, include details: _____

If No, explain: _____

***** Complete the following highlighted sections as applicable *****

FOR A NEW VENDOR ONLY:

W9 form attached? W8 form attached for International Supplier?

Certificate of Insurance attached?
Explanation for Any Missing Documents: _____

1099 Supplier? If 1099 Supplier, Indicate Type (MISc1/MISC3/MISC7/Other-Enter Type) _____
Tax Exempt? Taxpayer ID#: _____

Remittance Address (if different from above): _____ City: _____ State: ___ ZIP: _____

Vendor Email Notification for remittance: _____

ACH Information (if applicable): _____

Bank Name: _____ Routing #: _____ Account #: _____

FOR THERAPY SERVICE AGREEMENTS ONLY:

Enclosed: W9 Addendum Liability Insurance Background Check License

If missing any Therapy Service Agreement Documents, Explain Why: _____

COMPETITIVE BIDDING WAIVER: Signatures required if competitive bidding was required but not performed per K12 policy

CEO: Approved <input type="checkbox"/> Disapproved <input type="checkbox"/> Printed Name: _____ Signature: _____ Date: _____ Comments: _____	GENERAL COUNSEL: Approved <input type="checkbox"/> Disapproved <input type="checkbox"/> Printed Name: _____ Signature: _____ Date: _____ Comments: _____
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Obtain Mandatory Approvals

FINANCE ⁴ : Approved <input checked="" type="checkbox"/> Disapproved <input type="checkbox"/> (Disapprovals require a brief reason/comment) Name: <u>JAMES BRYU</u> Signature: <u>[Signature]</u> Date: <u>7/21/2016</u> Comments: _____	LEGAL : Approved <input checked="" type="checkbox"/> Disapproved <input type="checkbox"/> (Disapprovals require a brief reason/comment) Name: <u>Kristin Cune</u> Signature: <u>[Signature]</u> Date: <u>7/21/16</u> Comments: <u>Chemta Taylor reviewed</u>
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⁴ Finance Approval Exemptions: Contracts under \$5,000.00 (with standard payment terms), NDA's and Therapy Services Agreements (each on a form agreement provided by K12 Legal). For further information see K12's Contract Management and Administration Policy on K12's intranet (found under "Corporate Policies on K12's intranet (<http://intranet>); if unable to access the policy email contracts@k12.com).

PARTICULAR PURPOSE. RLI DOES NOT WARRANT THAT THE SERVICES PROVIDED HEREUNDER WILL BE UNINTERRUPTED, ERROR-FREE, WITHOUT SLOW RESPONSE TIME, OR COMPLETELY SECURE. IN NO EVENT SHALL RLI BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY LOSSES, LOST PROFITS, LOST OR STOLEN DATA, DAMAGES, DELAYS INTERRUPTIONS, OR VIRUSES ARISING OUT OF OR RELATED TO THIS AGREEMENT REGARDLESS OF THE BASIS OF THE CLAIM. NOTWITHSTANDING ANYTHING TO THE CONTRARY, RLI'S AGGREGATE LIABILITY TO CUSTOMER (INCLUDING ATTORNEY'S FEES), IF ANY, SHALL NOT EXCEED THE AMOUNT OF THE FEES PAID TO RLI BY CUSTOMER UNDER THIS AGREEMENT DURING THE TWO (2) MONTHS IMMEDIATELY PRECEDING THE DATE ON WHICH SUCH CLAIM ACCRUED.

8. Force Majeure. Neither party shall be deemed in default or otherwise liable under this Agreement due to its inability to perform its obligations by reason of any fire, earthquake, flood, hurricane, tornado, snowstorm, epidemic, accident, explosion, casualty, virus or other malicious software, strike, lockout, labor controversy, riot, civil disturbance, act of public enemy, embargo, war, act of God, act of terrorism, or any municipal, county, state or national ordinance or law, or any executive, administrative or judicial order (which order is not the result of any act or omission which would constitute a default hereunder), or any failure or delay of any transportation, power, or communications system or any other or similar cause beyond that party's reasonable control.

9. Miscellaneous. This Agreement supersedes all previous agreements between the parties with respect to the subject matter hereof and shall be binding upon the parties, their respective successors, assigns, subsidiaries, affiliates, and administrators. No modification, amendment or waiver of any provision of this Agreement shall be effective unless approved in writing by both parties. The failure of RLI at any time to enforce any of the provisions of this Agreement shall in no way be construed as a waiver of such provisions and shall not affect the right of RLI thereafter to enforce each and every provision thereof in accordance with its terms. Customer may not assign its rights or obligations under this Agreement without the written consent of RLI except that this Agreement may be assigned to a successor and it shall be binding upon the successor. This Agreement is freely assignable by RLI. This Agreement shall be governed by the laws of the state of Wisconsin and the exclusive venue for disputes arising out of or related to this Agreement shall be an appropriate state or federal court located in Wisconsin.

This agreement is duly executed by the authorized representatives noted below.

RENAISSANCE LEARNING, INC.

CUSTOMER

Signature: 

Signature: 

Name: Robert R. Case

Name: James Rhyu

Title: VP-Technical Services

Title: Executive Vice President

Date: 7/21/2016

Date: 7/21/2016

5438299 - K12 Inc CO

Questions on your quote? Please call your Renaissance Learning, Inc. Sales Representative, Landon Smith, at (877)204-5056.

Renaissance Learning™, Inc. Application Hosting Agreement

1. Recitals and Definitions. This application hosting agreement ("Agreement") is made between Renaissance Learning, Inc. ("RLI") and K12 Inc CO, Westminster, CO ("Customer"). Customer desires RLI to provide an application hosting service for certain RLI software licensed by Customer ("Hosted Application(s)"), which is installed on servers located within the RLI hosting network and accessed by Customer via the Internet, and RLI desires to provide such application hosting service to Customer pursuant to the terms and conditions found in this Agreement. NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth below, it is hereby agreed between the parties as follows:

2. Description of Application Hosting Services ("Hosting Services"). RLI shall provide access to the Hosted Application for those schools in the Customer's district that have purchased Hosting Services from RLI, as evidenced by a Customer purchase order or a quote accepted by Customer ("Order") which shall be deemed to be part of this Agreement. This Agreement solely covers the installation and use of separately licensed applications via the RLI hosting network. No license to use any software is explicitly stated or implied within this Agreement, all software applications must be licensed separately. License terms are contained within each Hosted Application and must be accepted by Customer in each respective application.

3. Access to Hosted Application. Access rights granted to Customer shall be limited to those access rights necessary to use the functions provided in the Hosted Application. RLI reserves the right to restrict or prevent access to (i) any and all functions that access critical server or system resources; (ii) directly modify the Hosted Application directories or database; or (iii) violate the terms of any Hosted Application software license agreement. RLI will provide Customer with an administrative logon ID and other information necessary to: connect to, access, and, use the Hosted Application.

4. Customer Responsibilities and Acknowledgements. Customer agrees and understands that:

- (i) The Hosted Application will be housed at an RLI chosen facility, and will operate on servers determined by RLI;
- (ii) Under this Agreement, RLI will only provide the services described in paragraph 2 and 3 above;
- (iii) Customer covenants that it will purchase, has purchased, or has otherwise legally obtained licenses for each Hosted Application, and represents to RLI that it has the right and power to enter into this Agreement;
- (iv) Customer will only use the Hosted Applications in accordance with the software license agreement terms, will not make any Hosted Application available to any third party and, in particular will not allow Accelerated Reader quizzes to be taken from outside Customer's school or district facilities.
- (v) Use of computer technology, public utilities and the internet are inherently subject to uncertainties and there can be no assurances that the Hosting Services will be uninterrupted, error-free, virus free, without slow response time, or completely secure; and,
- (vi) Nothing in this Agreement shall be construed as granting Customer any additional rights to any Hosted Application, or as modifying any software license agreement.

5. Term, Termination and Renewal. This Agreement shall be effective as of the date of Customer's Order and continue for the period of the Hosting Services purchased. If Customer purchases an additional period of Hosting Services, this Agreement will apply to that subsequent period. Either party may terminate this Agreement upon 60 days written notice to the other party. Customer access to the Hosted Application will be discontinued upon the effective date of termination.

6. Confidentiality. In accordance with FERPA, RLI shall not disclose any personally identifiable student records from the Hosted Application's database to any third party except: (i) if required by law or valid court order, (ii) as directed in writing by Customer or, (iii) as permitted elsewhere in this agreement. RLI and its contractors may use data in the Hosted Application's database: (i) to maintain and improve application performance or functionality, (ii) for general research and, (iii) for other valid purposes. Any contractors of RLI shall be subject to the same obligation of confidentiality as RLI.

Customer will not disclose to any third party any confidential or proprietary information of RLI or any technical information relative to the setup and security of the Hosting Service including but not limited to Hosting Service Internet addresses, passwords, Internet URL's, Virtual Private Network setup and encryption key information, unless such disclosure is approved in writing by RLI.

7. Disclaimer of Warranties. ALL SERVICES PROVIDED PURSUANT TO THIS AGREEMENT ARE PROVIDED OR PERFORMED ON AN "AS IS" BASIS, AND CUSTOMER USE OF THE SERVICES IS SOLELY AT ITS OWN RISK. CUSTOMER'S EXCLUSIVE REMEDY IS TERMINATION AS SET FORTH IN PARAGRAPH 5 OF THIS AGREEMENT. RLI DOES NOT MAKE, AND HEREBY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A



RENAISSANCE LEARNING™

Accelerating learning for all

PO Box 8036, Wis. Rapids, WI 54495-8036 - Phone:(800) 338-4204 Fax:(877) 280-7642 Federal I.D. 39-1559474

Quote #: 1609541

K12 Inc CO - 5438299
8601 Turnpike Dr Unit 100
Westminster, CO 80031-7044
Contact: Kayla Mahoney - (888) 208-2173
Email: kamahoney@k12.com

Reference ID: 175440
Created: 07/05/2016

Quote Summary	School Count : 3
Product & Services Total	\$19,563.40
Applied Discounts	(\$332.10)
Shipping and Processing	\$0.00
Sales Tax	\$0.00
Grand Total	\$19,231.30

To receive applicable discounts, all orders included on this quote must be received at the same time.

To place an order, please submit your organization's required purchase order with reference to quote number 1609541. An invoice will be sent upon receipt of your purchase order. Payment is due net 30 days from the invoice date. If your organization does not require a purchase order, please contact our order services team at 877-444-3172 for assistance with placing your order.

Mail: PO Box 8036, Wis. Rapids, WI 54495-8036
Fax: (877)280-7642
Email: electronicorders@renaissance.com

If changes are necessary, or additional information is required, please contact your account executive (s) Landon Smith at (877)204-5056, Thank You.

To expedite your order, please return the signed hosting agreement along with your purchase order.

This quote is valid for 30 days. All quotes and orders are subject to availability of merchandise. Professional development expires one year from purchase date. Alterations to this quote will not be honored without Renaissance Learning approval. Please note: Any pricing or discount indicated is subject to change with alterations to the quote. Tax has been estimated and is subject to change without notice. Unless you provide Renaissance Learning with a valid and correct tax exemption certificate applicable to your purchase of product and the product ship-to location, you are responsible for sales and other taxes associated with this order.

Renaissance Place is an advanced, web-based, software system. Renaissance Learning personnel are available to assist with each step of the detailed implementation to help you realize the multiple benefits that Renaissance Place provides. To ensure a successful implementation, please allow 30 to 90 days for the remote installation and setup.

Colorado Preparatory Academy - 3468151					
Products & Services		Quantity	Unit Price	Discount	Total
STAR 360 Subscription Alignment **	10/01/2016 - 07/31/2017	300	\$10.20	(\$91.80)	\$2,968.20
RP Hosting Alignment **	10/01/2016 - 07/31/2017	1	\$503.15	\$0.00	\$503.15
Assessment Renaissance-U Alignment **	10/01/2016 - 07/31/2017	1	\$1,595.15	\$0.00	\$1,595.15
Colorado Preparatory Academy Total				(\$91.80)	\$5,066.50
Destinations Career Academy of Colorado - 5983232					
Products & Services		Quantity	Unit Price	Discount	Total
STAR 360 One-Time Fee		1	\$1,599.00	\$0.00	\$1,599.00
STAR 360 Subscription	08/01/2016 - 07/31/2017	300	\$12.15	(\$109.35)	\$3,535.65
STAR 360 Subscription Alignment **	07/01/2016 - 07/31/2016	300	\$0.95	(\$8.55)	\$276.45
Annual All Product RP Hosting Fee	08/01/2016 - 07/31/2017	1	\$599.00	\$0.00	\$599.00
RP Hosting Alignment **	07/01/2016 - 07/31/2016	1	\$47.90	\$0.00	\$47.90
Assessment Renaissance - U	08/01/2016 - 07/31/2017	1	\$1,899.00	\$0.00	\$1,899.00
Assessment Renaissance-U Alignment **	07/01/2016 - 07/31/2016	1	\$151.90	\$0.00	\$151.90
Destinations Career Academy of Colorado Total				(\$117.90)	\$8,108.90
Pikes Peak Online School - 5435516					
Products & Services		Quantity	Unit Price	Discount	Total
STAR 360 Subscription Alignment **	10/01/2016 - 07/31/2017	400	\$10.20	(\$122.40)	\$3,957.60
RP Hosting Alignment **	10/01/2016 - 07/31/2017	1	\$503.15	\$0.00	\$503.15
Assessment Renaissance-U Alignment **	10/01/2016 - 07/31/2017	1	\$1,595.15	\$0.00	\$1,595.15
Pikes Peak Online School Total				(\$122.40)	\$6,055.90

**This item is pro-rated for less than full year subscription period.