

**AMENDMENT ONE TO THE CONTRACT BETWEEN
WYOMING DEPARTMENT OF EDUCATION
AND
DATA DRIVEN ENTERPRISES, INC.**

1. **Parties.** This Amendment is made and entered into by and between the Wyoming Department of Education (Agency), whose address is: 122 W. 25th Street, Suite E200, Cheyenne, Wyoming 82002 and Data Driven Enterprises, Inc. (Contractor), whose address is: 11184 Huron Street, Suite 17, Northglenn, Colorado 80234.
2. **Purpose of Amendment.** This Amendment shall constitute the first amendment to the Contract between the Agency and the Contractor. The purpose of this Amendment is to: a) amend the Contractor's name as set forth in Section 1 above; and b) extend the term of the Contract through June 30, 2020.

The original Contract, dated August 27, 2018, required the Contractor to provide and implement data support in the analysis of various metrics for special education students and kindergartners in the implementation of Wyoming's System of General Supervision for a total Contract amount of four hundred four thousand seven hundred fifty dollars (\$404,750.00) with an expiration date of May 31, 2019.

3. **Term of the Amendment.** This Amendment shall commence on May 31, 2019, or upon the date the last required signature is affixed hereto, whichever is later (Effective Date), and shall remain in full force and effect through the term of the Contract, as amended, unless terminated at an earlier date pursuant to the provisions of the Contract, or pursuant to federal or state statute, rule, or regulation.
4. **Amendments.**
 - A. The second sentence of Section 3 of the original Contract is hereby amended to read as follows:

"The term of this Contract is from Effective Date through June 30, 2020."
5. **Amended Responsibilities of the Contractor.** Responsibilities of the Contractor have not changed.
6. **Amended Responsibilities of the Agency.** Responsibilities of the Agency have not changed.

7. **Special Provisions.**

- A. **Same Terms and Conditions.** With the exception of items explicitly delineated in this Amendment, all terms and conditions of the original Contract, and any previous amendments, between the Agency and the Contractor, including but not limited to sovereign immunity, shall remain unchanged and in full force and effect.
- B. **Counterparts.** This Amendment may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same Amendment. Delivery by the Contractor of an originally signed counterpart of this Amendment by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to the Agency.

8. **General Provisions.**

- A. **Entirety of Contract.** The original Contract, consisting of fifteen (15) pages; Attachment A, Statement of Work consisting of ten (10) pages; and this Amendment One, consisting of three (3) pages, represent the entire and integrated agreement between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral.

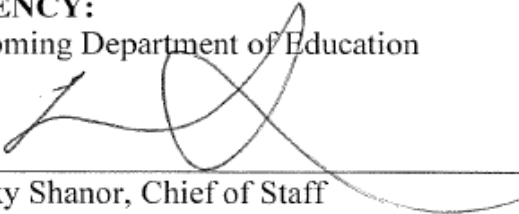
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9. **Signatures.** The parties to this Amendment, through their duly authorized representatives, have executed this Amendment on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Amendment.

This Amendment is not binding on either party until approved by A&I Procurement and the Governor of the State of Wyoming or his designee, if required by Wyo. Stat. § 9-2-1016(b)(iv).

AGENCY:

Wyoming Department of Education



Dicky Shanor, Chief of Staff

5/30/19
Date

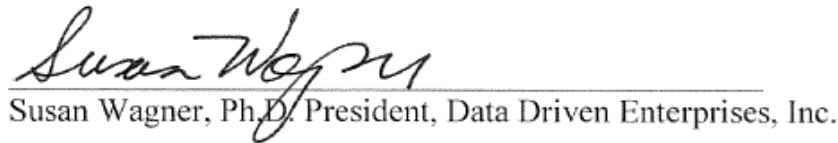


Shelley Hamel, Chief of Academics

5.30.19
Date

CONTRACTOR:

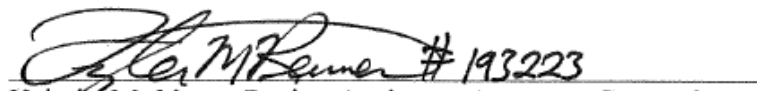
Data Driven Enterprises, Inc.



Susan Wagner, Ph.D. President, Data Driven Enterprises, Inc.

5/29/19
Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

for:  #193223

Kristin M. Nuss, Senior Assistant Attorney General

5-24-19
Date