

**SIXTH AMENDMENT TO CLIENT SERVICES AGREEMENT
BETWEEN SCENARIO LEARNING LLC D/B/A VECTOR SOLUTIONS
AND POUDRE SCHOOL DISTRICT R-1**

This Sixth Amendment (“Sixth Amendment”) dated the 2nd day of September, 2025 (“Effective Date”), is attached to and forms part of the Client Services Agreement between Poudre School District R-1 (the “District”) and Scenario Learning LLC D/B/A Vector Solutions (the “Contractor”), executed September 19, 2019, the First Amendment to the contract executed September 1, 2020, the Second Amendment to the contract executed August 13, 2021, the Third Amendment to the contract executed June 20, 2022, the Fourth Amendment executed July 26, 2023, and the Fifth Amendment executed August 27, 2024, each of which are attached and made part of this Amendment. To the extent that any of the terms or conditions contained in this Amendment may contradict with any of the terms or conditions of the attached Client Services Agreement, the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment or the Fifth Amendment (“Agreement”), it is expressly understood and agreed that the terms of this Amendment shall take precedence and supersede the attached Agreement. The parties agree to amend the Contract by adding the following language:

1. **Purpose of Amendment.** This amendment shall constitute the Sixth Amendment to the Agreement between the District and the Contractor. The purpose of this Amendment is to amend the terms and deliverables between the District and Contractor.
2. **Term of Agreement.** At the conclusion of the term dated August 31, 2025, as outlined in section 1.1 of the Agreement, the District and Contractor elect to extend the term of the Agreement beginning on September 1, 2025 through August 31, 2026.
3. **Amended Responsibilities.**
 - 3.1. Exhibit A is deleted hereby in its entirety.
 - 3.2. Replace Exhibit A with Contractor’s Schedule A - Revision, Quote ID Q-437240, hereby attached to this Fifth Amendment and made part of the Agreement.
 - 3.3. The total cost of the Services on the attached Exhibit A is Thirty-Seven Thousand, Five Hundred and Six Dollars and Zero Cents (\$37,506.00), due and payable by the District thirty (30) days after receipt of the Contractor’s invoice.
4. **Special Provisions.**
 - 4.1. **Terms and Conditions.** With the exception of items explicitly delineated in this Amendment, all terms and conditions of the original Agreement between the District and Contractor shall remain unchanged and in full force and effect.
5. **General Provisions.**
 - 5.1. **Entire Agreement.** The Agreement and this Sixth Amendment constitute the entire agreement of the parties regarding the subject matter addressed herein and supersedes all prior agreements, whether oral or written, pertaining to said subject

matter.

- 5.2. **Signatures.** This Agreement may be executed and delivered via portable document format (pdf), and the pdf signature of any party shall be considered valid, binding, effective and an original for all purposes.

IN WITNESS WHEREOF, the District and the Contractor have signed this Fifth Amendment as of the Effective Date.

SCENARIO LEARNING LLC D/B/A
VECTOR SOLUTIONS

POUDRE SCHOOL DISTRICT R-1

By: Katie Hoffman

Katie Hoffman
Senior Manager of Renewal Management,
Education

By: R David Montoya

R. David Montoya
Chief Finance Officer

By:  Deborah Meyer (Sep 3, 2025 18:55:48 MDT)

Deborah Meyer
Senior Director, Talent Acquisition &
Retention

Exhibit A



Quote ID
Q-437240

Contact Name
Daniel Krull

Schedule A – Revision

This Contract Revision Form replaces and supersedes Schedule A to the Client Agreement signed on **2024-08-27** between the Vector Solutions entity and the Client named below as of the Effective Date (Contract Revision Order No. 1 Effective Date).

Date: Monday, June 30, 2025

Client Information

Client Name: Poudre School District	
Address: 2407 LaPorte Avenue Fort Collins, CO 80521	
Primary Contact Name: Genevieve Steensma	Primary Contact Phone: (970) 482-7420

Agreement Term

Effective Date: 09/01/2025	Initial Term: 12 months
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Invoicing Contact Information (Please fill in missing information)

Billing Contact Name: Accounts Payable			
Billing Address: 2407 LaPorte Avenue Fort Collins, Colorado 80521		Billing Phone: (970) 482-7420	
Billing Email: ap@psdschools.org	PO#:	Billing Frequency: Annual	Payment Terms: Net 30

Annual Fee(s)

Product Code	Product	Description	Quantity	Price	Sub Total
SLSST	Vector Training, Employee Safety and Compliance Library	based on 3,600 Full Time Employees, 60 Seasonal , 480 Substitutes, and 4,700 Volunteers. Two seasonal and two substitutes equal one full time equivalent. Four volunteers equals one full time equivalent.	5045	\$5.80	\$29,261.00
SLSBSC-50	School Bus Safety Company Driver Safety Library (SBSC50)	Vector Training, K12 Edition - School Bus Safety Company Driver Safety Library (SBSC50) - Annual Subscription	320	\$19.00	\$6,080.00
SLFEES	Vector Education Other Fees/Development Fees	Vector Education Other Development Fees	1	\$500.00	\$500.00

SLSBSC-MAP21	School Bus Safety Company MAP 21 Module	Vector Training, K12 Edition - School Bus Safety Company MAP 21 Module - Annual Subscription	300	\$2.55	\$765.00
SLSBSC-CDL	School Bus Safety Company CDL Test Preparation (SBSC)	Vector Training, K12 Edition - School Bus Safety Company CDL Test Preparation (SBSC) - Annual Subscription	20	\$45.00	\$900.00

Annual Total: \$37,506.00

One-Time Fee(s)

Product Code	Product	Description	Qty	Price	Sub Total
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One-Time Total: \$0.00

Total (Annual and One-Time Fees): \$37,506.00

The Parties have executed this Agreement by their authorized representatives as of the last date set forth below.

Scenario Learning, LLC d/b/a Vector Solutions
4890 W. Kennedy Blvd., Suite 300
Tampa, FL 33609

Poudre School District
2407 LaPorte Avenue
Fort Collins, CO 80521

By: _____

By: _____

Printed Name: Katie Hoffman

Printed Name: Deborah Meyer

Title: Senior Manager of Renewal Management, Education

Title Senior Director, Talent Acquisition & Retention

Date: 7/21/2025

Date: 07/18/2025

**FIFTH AMENDMENT TO CLIENT SERVICES AGREEMENT
BETWEEN SCENARIO LEARNING LLC D/B/A VECTOR SOLUTIONS
AND POUDRE SCHOOL DISTRICT R-1**

This Fifth Amendment (“Fifth Amendment”) dated the 27th day of August 2024 (“Effective Date”), is attached to and forms part of the Client Services Agreement between Poudre School District R-1 (the “District”) and Scenario Learning LLC D/B/A Vector Solutions (the “Contractor”), executed September 19, 2019, the First Amendment to the contract executed September 1, 2020, the Second Amendment to the contract executed August 13, 2021, the Third Amendment to the contract executed June 20, 2022, and the Fourth Amendment executed July 26, 2023 each of which are attached and made part of this Amendment. To the extent that any of the terms or conditions contained in this Amendment may contradict with any of the terms or conditions of the attached Client Services Agreement, the First Amendment, the Second Amendment, the Third Amendment or the Fourth Amendment (“Agreement”), it is expressly understood and agreed that the terms of this Amendment shall take precedence and supersede the attached Agreement. The parties agree to amend the Contract by adding the following language:

1. **Purpose of Amendment.** This amendment shall constitute the Fifth Amendment to the Agreement between the District and the Contractor. The purpose of this Amendment is to amend the terms and deliverables between the District and Contractor.
2. **Term of Agreement.** At the conclusion of the term dated August 31, 2024, as outlined in section 1.1 of the Agreement, the District and Contractor elect to extend the term of the Agreement beginning on September 1, 2024 through August 31, 2025.
3. **Amended Responsibilities.**
 - 3.1. Exhibit A is deleted hereby in its entirety.
 - 3.2. Replace Exhibit A with Contractor’s Schedule A - Revision, Quote ID Q-351507, hereby attached to this Fifth Amendment and made part of the Agreement.
 - 3.3. The total cost of the Services on the attached Exhibit A is Thirty-Seven Thousand, Five Hundred and Six Dollars and Zero Cents (\$37,506.00), due and payable by the District thirty (30) days after receipt of the Contractor’s invoice.
4. **Special Provisions.**
 - 4.1. **Terms and Conditions.** With the exception of items explicitly delineated in this Amendment, all terms and conditions of the original Agreement between the District and Contractor shall remain unchanged and in full force and effect.
5. **General Provisions.**
 - 5.1. **Entire Agreement.** The Agreement and this Fifth Amendment constitute the entire agreement of the parties regarding the subject matter addressed herein and supersedes all prior agreements, whether oral or written, pertaining to said subject matter.

- 5.2. **Signatures.** This Agreement may be executed and delivered via portable document format (pdf), and the pdf signature of any party shall be considered valid, binding, effective and an original for all purposes.

IN WITNESS WHEREOF, the District and the Contractor have signed this Fifth Amendment as of the Effective Date.

SCENARIO LEARNING LLC D/B/A
VECTOR SOLUTIONS

POUDRE SCHOOL DISTRICT R-1

Signature:  Katie Hoffman

By: R David Montoya

Name: Katie Hoffman

R. David Montoya
Chief Finance Officer

Title: Senior Manager of Renewal Management, Education

Date: 8/27/2024

By: Emily Bickerton

Emily Bickerton
Director of Human Resources

Exhibit A



Quote ID
Q-351507

Valid Until
Tuesday, August 27, 2024

Contact Name
Julia Konys

Schedule A – Revision

This Contract Revision Form replaces and supersedes Schedule A to the Client Agreement signed on **2023-07-26** between the Vector Solutions entity and the Client named below as of the Effective Date (Contract Revision Order No. 1 Effective Date).

Date: Monday, August 12, 2024

Client Information

Client Name: Poudre School District	
Address: 2407 LaPorte Avenue Fort Collins, CO 80521	
Primary Contact Name:	Primary Contact Phone:

Agreement Term

Effective Date: 09/01/2024	Initial Term: 12 months
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Invoicing Contact Information (Please fill in missing information)

Billing Contact Name: Accounts Payable			
Billing Address: 2407 LaPorte Avenue Fort Collins, Colorado 80521		Billing Phone: (970) 482-7420	
Billing Email: ap@psdschools.org	PO#:	Billing Frequency: Annual	Payment Terms: Net 30

Annual Fee(s)

Product Code	Product	Description	Quantity	Price	Sub Total
SLSST	Vector Training, Employee Safety and Compliance Library	based on 3,600 Full Time Employees, 60 Seasonal , 480 Substitutes, and 4,700 Volunteers. Two seasonal and two substitutes equal one full time equivalent. Four volunteers equals one full time equivalent.	5045	\$5.80	\$29,261.00
SLSBSC-50	School Bus Safety Company Driver Safety Library (SBSC50)	Vector Training, K12 Edition - School Bus Safety Company Driver Safety Library (SBSC50) - Annual Subscription	320	\$19.00	\$6,080.00

SLFEES	Vector Education Other Fees/Development Fees	Vector Education Other Development Fees	1	\$500.00	\$500.00
SLSBSC-MAP21	School Bus Safety Company MAP 21 Module	Vector Training, K12 Edition - School Bus Safety Company MAP 21 Module - Annual Subscription	300	\$2.55	\$765.00
SLSBSC-CDL	School Bus Safety Company CDL Test Preparation (SBSC)	Vector Training, K12 Edition - School Bus Safety Company CDL Test Preparation (SBSC) - Annual Subscription	20	\$45.00	\$900.00

Annual Total: \$37,506.00

Grand Total: \$37,506.00

The Parties have executed this Agreement by their authorized representatives as of the last date set forth below.

Scenario Learning, LLC d/b/a Vector Solutions
4890 W. Kennedy Blvd., Suite 300
Tampa, FL 33609

Poudre School District
2407 LaPorte Avenue
Fort Collins, CO 80521

By:  _____

By: _____

Printed Name: Katie Hoffman

Printed Name: _____

Title: Senior Manager of Renewal Management, Education

Title: _____

Date: 8/27/2024

Date: _____

**FOURTH AMENDMENT TO CLIENT SERVICES AGREEMENT
BETWEEN SCENARIO LEARNING LLC D/B/A VECTOR SOLUTIONS
AND POUDRE SCHOOL DISTRICT R-1**

This Fourth Amendment (“Fourth Amendment”) dated the 26th day of July 2023 (“Effective Date”), is attached to and forms part of the Client Services Agreement between Poudre School District R-1 (the “District”) and Scenario Learning LLC D/B/A Vector Solutions (the “Contractor”), executed September 19, 2019, the First Amendment to the contract executed September 1, 2020, the Second Amendment to the contract executed August 13, 2021 and the Third Amendment to the contract executed June 20, 2022, each of which are attached and made part of this Amendment. To the extent that any of the terms or conditions contained in this Amendment may contradict with any of the terms or conditions of the attached Client Services Agreement, the First Amendment, the Second Amendment or the Third Amendment (“Agreement”), it is expressly understood and agreed that the terms of this Amendment shall take precedence and supersede the attached Agreement. The parties agree to amend the Contract by adding the following language:

1. **Purpose of Amendment.** This amendment shall constitute the Fourth Amendment to the Agreement between the District and the Contractor. The purpose of this Amendment is to amend the terms and deliverables between the District and Contractor.
2. **Term of Agreement.** At the conclusion of the term dated August 31, 2023, as outlined in section 1.1 of the Agreement, the District and Contractor elect to extend the term of the Agreement beginning on September 1, 2023 through August 31, 2024.
3. **Amended Responsibilities.**
 - 3.1. Exhibit A is deleted hereby in its entirety.
 - 3.2. Replace Exhibit A with Contractor’s Schedule A - Revision, hereby attached to this Fourth Amendment and made part of the Agreement.
 - 3.3. The total cost of the Services on the attached Exhibit A is Thirty-Seven Thousand, Five Hundred and Six Dollars and Zero Cents (\$37,506.00), due and payable by the District thirty (30) days after receipt of the Contractor’s invoice.
4. **Special Provisions.**
 - 4.1. **Terms and Conditions.** With the exception of items explicitly delineated in this Amendment, all terms and conditions of the original Agreement between the District and Contractor shall remain unchanged and in full force and effect.
5. **General Provisions.**
 - 5.1. **Entire Agreement.** The Agreement and this Fourth Amendment constitute the entire agreement of the parties regarding the subject matter addressed herein and supersedes all prior agreements, whether oral or written, pertaining to said subject matter.

- 5.2. **Signatures.** This Agreement may be executed and delivered via portable document format (pdf), and the pdf signature of any party shall be considered valid, binding, effective and an original for all purposes.

IN WITNESS WHEREOF, the District and the Contractor have signed this Fourth Amendment as of the Effective Date.

SCENARIO LEARNING LLC D/B/A
VECTOR SOLUTIONS

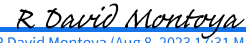
POUDRE SCHOOL DISTRICT R-1

Signature:  _____

Name: Justin Moore

Title: Director of Sales

Date: 8/8/2023

By:  _____
R David Montoya (Aug 8, 2023 17:31 MDT)

R. David Montoya
Chief Finance Officer

By:  _____
Erich Wonsavage (Aug 8, 2023 16:39 MDT)

Erich Wonsavage
Chief Human Resources Officer

Exhibit A



Quote ID
Q-264655

Valid Until
Saturday, July 8, 2023

Contact Name
Julia Konys

Schedule A – Revision

This Contract Revision Form replaces and supersedes Schedule A to the Client Agreement signed on 6/20/2022 between the Vector Solutions entity and the Client named below as of the Effective Date (Contract Revision Order No. 1 Effective Date).

Date: Thursday, June 8, 2023

Client Information

Client Name: Poudre School District	
Address: 2407 LaPorte Avenue Fort Collins, CO 80521	
Primary Contact Name:	Primary Contact Phone:

Agreement Term

Effective Date: 09/01/2023	Initial Term: 12 months
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Invoicing Contact Information (Please fill in missing information)

Billing Contact Name: Accounts Payable			
Billing Address: 2407 LaPorte Avenue Fort Collins, Colorado 80521		Billing Phone: (970) 482-7420	
Billing Email: ap@psdschools.org	PO#:	Billing Frequency: Annual	Payment Terms: Net 30

Fees

Product Code	Product Name	Description	Qty	Price	Sub Total
SLSST	Vector Training, Employee Safety and Compliance Library	based on 3,600 Full Time Employees, 60 Seasonal , 480 Substitutes, and 4,700 Volunteers. Two seasonal and two substitutes equal one full time equivalent. Four volunteers equals one full time equivalent.	5,045	\$5.80	\$29,261.00
SLSBSC-50	School Bus Safety Company Driver Safety Library (SBSC50)	Vector Training, K12 Edition - School Bus Safety Company Driver Safety Library (SBSC50) - Annual Subscription	320	\$19.00	\$6,080.00
SLFEES	Vector Education Other Fees/Development Fees	Vector Education Other Development Fees	1	\$500.00	\$500.00

SLSBSC-MAP21	School Bus Safety Company MAP 21 Module	Vector Training, K12 Edition - School Bus Safety Company MAP 21 Module - Annual Subscription	300	\$2.55	\$765.00
SLSBSC-CDL	School Bus Safety Company CDL Test Preparation (SBSC)	Vector Training, K12 Edition - School Bus Safety Company CDL Test Preparation (SBSC) - Annual Subscription	20	\$45.00	\$900.00

Grand Total: \$37,506.00

Please note that this is not an invoice. An invoice will be sent within fourteen (14) business days.

The Parties have executed this Agreement by their authorized representatives as of the last date set forth below.

Scenario Learning, LLC d/b/a Vector Solutions
4890 W. Kennedy Blvd., Suite 300
Tampa, FL 33609

Poudre School District
2407 LaPorte Avenue
Fort Collins, CO 80521

By:  _____

By: _____

Printed Name: Stacey Canaan

Printed Name:

Title: Renewal Management Team Lead - EDU

Title:

Date: 6/8/2023 _____

Date: _____

**THIRD AMENDMENT TO CLIENT SERVICES AGREEMENT
BETWEEN SCENARIO LEARNING D/B/A VECTOR SOLUTIONS
AND POUDRE SCHOOL DISTRICT R-1**

This Third Amendment (“Third Amendment”) dated the 20th day of June 2022 (“Effective Date”), is attached to and forms part of the Client Services Agreement between Poudre School District R-1 (the “District”) and Scenario Learning D/B/A Vector Solutions (the “Contractor”), executed September 19, 2019, the First Amendment to the contract executed September 1, 2020 and the Second Amendment to the contract executed August 13, 2021, each of which are attached and made part of this Third Amendment. To the extent that any of the terms or conditions contained in this Third Amendment may contradict with any of the terms or conditions of the attached Client Services Agreement, the First Amendment or the Second Amendment (“Agreement”), it is expressly understood and agreed that the terms of this Amendment shall take precedence and supersede the attached Agreement. The parties agree to amend the Contract by adding the following language:

1. **Purpose of Amendment.** This amendment shall constitute the Third Amendment to the Agreement between the District and the Contractor. The purpose of this Amendment is to amend the terms and deliverables between the District and Contractor.
2. **Term of Agreement.** At the conclusion of the term dated August 31, 2022, as outlined in section 1.1 of the Agreement, the District and Contractor elect to extend the term of the Agreement beginning on September 1, 2022 through August 31, 2023.
3. **Amended Responsibilities.**
 - 3.1. Exhibit A is deleted hereby in its entirety.
 - 3.2. Replace Exhibit A with Contractor’s Schedule A- Revision, hereby attached to this Third Amendment and made part of the Agreement.
 - 3.3. The total cost for the Services on the attached Exhibit A is Thirty-Seven Thousand, and Sixty-Four Dollars and Ten Cents (\$37,064.10), due and payable by the District thirty (30) days after receipt of Contractor’s invoice.
4. **General Provisions.**
 - 4.1. **Entire Agreement.** The Agreement and this Third Amendment constitute the entire agreement of the parties regarding the subject matter addressed herein and supersedes all prior agreements, whether oral or written, pertaining to said subject matter.
 - 4.2. **Signatures.** This Agreement may be executed and delivered via portable document format (pdf), and the pdf signature of any party shall be considered valid, binding, effective and an original for all purposes.

THE REMAINDER OF THIS AGREEMENT WAS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the District and the Contractor have signed this Third Amendment as of the Effective Date.

SCENARIO LEARNING LLC D/B/A
VECTOR SOLUTIONS

POUDRE SCHOOL DISTRICT R-1

By: 
Joel Petersen
Vice President of Sales, Education

By: 
R. David Montoya
Executive Director of Finance

By: 
blarsen@psdschools.org blarsen@psdschools.org (Jun 21, 2022 14:18 MDT)
Brett Larsen
Interim Executive Director of Human
Resources

Exhibit A



Quote ID
Q-185948

Valid Until
Saturday, June 4, 2022

Contact Name
Julia Konys

Schedule A – Revision

This Contract Revision Form replaces and supersedes Schedule A to the Client Agreement signed on 8/31/2021 between the Vector Solutions entity and the Client named below as of the Effective Date (Contract Revision Order No. 1 Effective Date).

Date: Thursday, May 5, 2022

Client Information

Client Name: Poudre School District	
Address: 2407 LaPorte Avenue Fort Collins, CO 80521	
Primary Contact Name:	Primary Contact Phone:

Agreement Term

Effective Date: 09/01/2022	Initial Term: 12 months
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Invoicing Contact Information (Please fill in missing information)

Billing Contact Name: Accounts Payable			
Billing Address: 2407 LaPorte Avenue Fort Collins, Colorado 80521		Billing Phone: (970) 482-7420	
Billing Email: ap@psdschools.org	PO#:	Billing Frequency: Annual	Payment Terms: Net 30

Fees

Product Code	Product Name	Description	Qty	Price	Sub Total
SLSST	Vector Training, Employee Safety and Compliance Library	based on 3,600 Full Time Employees, 60 Seasonal , 480 Substitutes, and 4,700 Volunteers. Two seasonal and two substitutes equal one full time equivalent. Four volunteers equals one full time equivalent.	5,045	\$5.78	\$29,160.10
SLSBSC-50	School Bus Safety Company Driver Safety Library (SBSC50)	Vector Training, K12 Edition - School Bus Safety Company Driver Safety Library (SBSC50) - Annual Subscription	320	\$18.00	\$5,760.00
SLFEES	Vector Education Other Fees/Development Fees	Vector Education Other Development Fees	1	\$500.00	\$500.00

SLSBSC-MAP21	School Bus Safety Company MAP 21 Module	Vector Training, K12 Edition - School Bus Safety Company MAP 21 Module - Annual Subscription	300	\$2.48	\$744.00
SLSBSC-CDL	School Bus Safety Company CDL Test Preparation (SBSC)	Vector Training, K12 Edition - School Bus Safety Company CDL Test Preparation (SBSC) - Annual Subscription	20	\$45.00	\$900.00

Grand Total: \$37,064.10

Please note that this is not an invoice. An invoice will be sent within fourteen (14) business days.

The Parties have executed this Agreement by their authorized representatives as of the last date set forth below.

Scenario Learning, LLC d/b/a Vector Solutions
4890 W. Kennedy Blvd., Suite 300
Tampa, FL 33609

Poudre School District
2407 LaPorte Avenue
Fort Collins, CO 80521

By:  _____

By: _____

Printed Name: Stacey Canaan

Printed Name:

Title: Team Lead Renewal Management, K-12

Title:

Date: 6/21/2022 _____

Date: _____

**SECOND AMENDMENT TO CLIENT AGREEMENT
BETWEEN SCENARIO LEARNING LLC D/B/A VECTOR SOLUTIONS
AND POUDRE SCHOOL DISTRICT R-1**

This Second Amendment (“Second Amendment”) effective as of the 13th day of August 2021, is attached to and forms part of the Client Agreement between Scenario Learning LLC D/B/A Vector Solutions (the “Contractor”) executed September 19, 2019 and the First Amendment to the Agreement executed September 1, 2020 (“Agreement”), both of which are attached and made part of this Second Amendment. To the extent that any of the terms or conditions contained in this Second Amendment may contradict with any of the terms or conditions of the attached Agreement, it is expressly understood and agreed that the terms of this Second Amendment shall take precedence and supersede the attached Agreement. The parties agree to amend the Contract by adding the following language:

1. **Purpose of Amendment.** This Amendment shall constitute the Second Amendment to the Agreement between the District and the Contractor. The purpose of this Second Amendment is to amend the terms and deliverables between the District and Contractor.
2. **Term of Agreement.** At the conclusion of the term dated August 31, 2021, as outlined in section 1.1 of the Agreement, the District and Contractor elect to extend the term of the Agreement beginning on September 1, 2021 through August 31, 2022.
3. **Amended Responsibilities**
 - 3.1. Replace Exhibit B with Contractor’s Schedule A, with Contractor’s Revised Schedule A, hereby attached to this Second Amendment and made part of this agreement.
 - 3.2. The total cost for the Services on the attached Exhibit A is Thirty-Five Thousand, Six Hundred and Fifty-One Dollars and Fifty Cents (\$35,651.50), due and payable by the District thirty (30) days after receipt of Contractor’s invoice.
 - 3.3. Within section 10.6, delete the language which has a strikethrough and replace with the following language which is underlined:

~~Contractor shall procure and maintain the required insurance specified below for the duration of this Agreement, which insurance shall be written for not less than the amounts specified or greater if required by law. Specified coverages and amounts may be provided by a combination of a primary policy plus an umbrella or following form excess policy. If not otherwise required by law, lower amounts may be acceptable upon review and written approval by the District’s Director of Records and Risk Management. All insurance shall be with a carrier licensed in the state of Colorado and shall have a minimum A.M. Best rating of A-VII. Contractor shall furnish the District’s Director of Records and Risk Management with certificates of the required insurance prior to the District’s approval and signing of this Agreement, and with renewal certificates prior to the expiration of any required insurance that expires during the term of this Agreement. Certificates of Insurance and all~~

communication regarding insurance shall be sent to:

Poudre School District
Attn: Risk Management
~~2407 LaPorte Avenue~~
Fort Collins, CO 80521
Email: risk@psdschools.org

~~Any insurance and/or self insurance carried by the District is excess of the coverage extended to the District by Contractor. Contractor shall provide at least thirty (30) days' advance written notice to the District prior to cancellation, change of coverage, or non-renewal. The insurance requirements specified in this section 7, shall not reduce the indemnification liability that Contractor has assumed in section 8.~~

Commercial General Liability

- ~~a. Each Occurrence Bodily Injury & Property Damage \$1,000,000~~
- ~~b. General Aggregate \$2,000,000~~
- ~~c. Products/Completed Operations Aggregate \$1,000,000~~
- ~~d. Personal/Advertising Injury \$1,000,000~~
- ~~e. Coverage must be written on an "occurrence" basis~~
- ~~f. Poudre School District R-1 and its elected officials, employees, agents, and volunteers shall be named as an additional insured and shall be insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Agreement.~~

Technology Errors & Omissions Liability including Network Security and Privacy Liability

Minimum Limits

- ~~a. Per Loss \$1,000,000~~
- ~~b. Aggregate Limit \$1,000,000~~
- ~~c. Liability extends for a period of three (3) years beginning at the time work under this Agreement is completed. Contractor shall maintain continuous coverage, as required by the Agreement, for this period.~~
- ~~d. The policy shall provide a waiver of subrogation in favor of Poudre School District R-1.~~

~~The insurance shall provide coverage for:~~

- ~~a. Liability arising from theft, dissemination and/or use of confidential information, defined term including but not limited to bank account, credit card account, personal information such as name, address, social security numbers, etc. information, stored or transmitted in electronic form.~~
- ~~b. Network Security Liability arising from the unauthorized access to, use of or tampering with computer systems including hacker attacks, inability of an~~

- authorized third party to gain access to Contractor's services including denial of service, unless caused by a mechanical or electrical failure.
- ~~e. Liability arising from the introduction of a computer virus into, or otherwise causing damage to, a District or third person's computer, computer system, network, or similar computer related property and the data, software, and programs thereon.~~

Crime Coverage
Minimum Limits

a. Per Loss _____ \$1,000,000

The policy shall include:

- ~~a. Coverage for all directors, officers, agents, and employees of the Contractor.~~
- ~~b. Employee dishonesty, forgery and alteration, monies and securities, and computer cyber crime.~~
- ~~c. Extended theft and mysterious disappearance.~~
- ~~d. The policy shall not contain a condition requiring an arrest and conviction. Policy must be endorsed to cover Third Party Fidelity and include Poudre School District R-1 as a Loss Payee.~~

Contractor shall procure and maintain the required insurance specified below for the duration of this Agreement, which insurance shall be written for not less than the amounts specified or greater if required by law. The District's receipt of a Certificate of Insurance from the Contractor with limits and or coverages that do not meet the requirements does not waive the requirements and the Contractor shall still be responsible for the limits and coverages stated in this Agreement. Specified coverages and amounts may be provided by a combination of a primary policy plus an umbrella or following form excess policy. All insurance shall be with a carrier licensed in the state of Colorado and shall have a minimum A.M. Best rating of A-VII. Contractor shall furnish the District's Director of Records and Risk Management with certificates of the required insurance prior to the District's approval and signing of this Agreement, and with renewal certificates prior to the expiration of any required insurance that expires during the term of this Agreement. Memorandums of Insurance will not be accepted. Certificates of Insurance and all communication regarding insurance shall be addressed to:

Poudre School District
Attention: Risk Management
2407 Laporte Ave
Ft. Collins, CO 80521
Email: risk@psdschools.org

Any insurance and/or self-insurance carried by the District is excess of the coverage extended to the District by Contractor. Contractor shall provide at least thirty (30) days' advance written notice to the District prior to cancellation, change of coverage, or non-renewal. The insurance requirements specified in this section 7

shall not reduce the indemnification liability that Contractor has assumed in section 8.

Commercial General Liability

Minimum Limits

- a. Each Occurrence Bodily Injury & Property Damage \$2,000,000
- b. General Aggregate \$3,000,000
- c. Products/Completed Operations Aggregate \$2,000,000
- d. Personal/Advertising Injury \$2,000,000
- e. Coverage must be written on an "occurrence" basis.
- f. Poudre School District R-1 and its elected officials, employees, agents, and volunteers shall be named as an additional insured or covered as an additional insured by way of a blanket endorsement and shall be insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Agreement.

Technology Errors and Omissions Liability (Professional Liability, including Network Security and Privacy Liability)

Minimum Limits

- a. Per Loss \$1,000,000
- b. Aggregate \$3,000,000
- c. Liability extends for a period of three (3) years beginning at the time work under this Agreement is completed. Contractor shall maintain continuous coverage, as required by the Agreement, for this period.

The insurance shall provide coverage for:

- a. Liability arising from theft, dissemination and/or use of confidential information (defined term including but not limited to bank account, credit card account, personal information such as name, address, social security numbers, etc. information) stored or transmitted in electronic form.
- b. Network Security Liability arising from the unauthorized access to, use of or tampering with computer systems including hacker attacks, inability of an authorized third party to gain access to Contractor's services including denial of service, unless caused by a mechanical or electrical failure.
- c. Liability arising from the introduction of a computer virus into, or otherwise causing damage to, a District or third person's computer, computer system, network, or similar computer related property and the data, software, and programs thereon.

4. Special Provisions.

- 4.1. **Terms and Conditions.** With the exception of items explicitly delineated in this Second Amendment, all terms and conditions of the original Agreement between the District and Contractor shall remain unchanged and in full force and effect.

5. **General Provisions.**

5.1. **Entire Agreement.** The original Agreement, the First Amendment and this Second Amendment, constitutes the entire Agreement of the parties regarding the subject matter addressed herein and supersedes all prior Agreements, whether oral or written, pertaining to said subject matter.

5.2. **Signatures.** This Agreement may be executed and delivered via portable document format (pdf), and the pdf signature of any party shall be considered valid, binding, effective and an original for all purposes.

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

SCENARIO LEARNING LLC
D/B/A VECTOR SOLUTIONS

POUDRE SCHOOL DISTRICT R-1

By: 
Joel Petersen
Vice President of Sales, Education

By: 
R. David Montoya
Executive Director of Finance

By: 
Brett Larsen (Aug 31, 2021 10:55 MDT)
Brett Larsen
Interim Executive Director of
Human Resources

Exhibit A



Quote ID
Q-119503

Valid Until
Thursday, July 29, 2021

Contact Name
Luke Wilger

Schedule A – Revision

This Contract Revision Form replaces and supersedes Schedule A to the Client Agreement signed on <insert Customer Signed Date from Original Agreement > between the Vector Solutions entity and the Client named below as of the Effective Date (Contract Revision Order No. 1 Effective Date).

Date: Tuesday, June 29, 2021

Client Information

Client Name: Poudre School District	
Address: 2407 LaPorte Avenue Fort Collins, CO 80521	
Primary Contact Name: Laura Bulzomi	Primary Contact Phone: 970 490 3314

Agreement Term

Effective Date: 09/01/2021	Initial Term: 12 months
--------------------------------------	-----------------------------------

Invoicing Contact Information (Please fill in missing information)

Billing Contact Name: Accounts Payable			
Billing Address: 2407 LaPorte Avenue Fort Collins, Colorado 80521		Billing Phone: (970) 482-7420	
Billing Email: ap@psdschools.org	PO#:	Billing Frequency: Annual	Payment Terms: Net 30

Fees

Product Code	Product Name	Description	Qty	Price	Sub Total
SLSST	Employee Safety and Compliance Library	based on 3,600 Full Time Employees, 60 Seasonal , 480 Substitutes, and 4,700 Volunteers. Two seasonal and two substitutes equal one full time equivalent. Four volunteers equals one full time equivalent.	5,045	\$5.50	\$27,747.50
SLSBSC-50	School Bus Safety Company Driver Safety Library (SBSC50)	Vector Training, K12 Edition - School Bus Safety Company Driver Safety Library (SBSC50) - Annual Subscription	320	\$18.00	\$5,760.00
SLFEES	Vector Education Other Fees/Development Fees	Vector Education Other Development Fees - SAML Configuration	1	\$500.00	\$500.00

SLSBSC-MAP21	School Bus Safety Company MAP 21 Module	Vector Training, K12 Edition - School Bus Safety Company MAP 21 Module - Annual Subscription	300	\$2.48	\$744.00
SLSBSC-CDL	School Bus Safety Company CDL Test Preparation (SBSC)	Vector Training, K12 Edition - School Bus Safety Company CDL Test Preparation (SBSC) - Annual Subscription	20	\$45.00	\$900.00

Grand Total: \$35,651.50

Please note that this is not an invoice. An invoice will be sent within fourteen (14) business days.

The Parties have executed this Agreement by their authorized representatives as of the last date set forth below.

Scenario Learning, LLC d/b/a Vector Solutions
4890 W. Kennedy Blvd., Suite 300
Tampa, FL 33609

Poudre School District
2407 LaPorte Avenue
Fort Collins, CO 80521

By: 

By: _____

Printed Name: John-Michael Larry

Printed Name: _____

Title: Account Management and Team Lead

Title: _____

Date: 8/31/2021

Date: _____

**FIRST AMENDMENT TO CLIENT AGREEMENT
BETWEEN SCENARIO LEARNING LLC D/B/A VECTOR SOLUTIONS
AND POUDRE SCHOOL DISTRICT R-1**

This First Amendment (“Amendment”) dated the 1st day of September 2020, is attached to and forms part of the Agreement between Poudre School District R-1 (the “District”) and Scenario Learning LLC D/B/A Vector Solutions (the “Contractor”) executed September 19, 2019, which is attached and made part of this Amendment. To the extent that any of the terms or conditions contained in this Amendment may contradict with any of the terms or conditions of the attached Base Contract for Sale and Purchase of Natural Gas (“Agreement”), it is expressly understood and agreed that the terms of this Amendment shall take precedence and supersede the attached Agreement.

1. **Purpose of Amendment.** This Amendment shall constitute the First Amendment to the Agreement between the District and the Contractor. The purpose of this Amendment is to amend the terms and deliverables between the District and Contractor.

2. **Term of Agreement.**

2.1. At the conclusion of the term dated August 31, 2020, as outlined in section 1.1 of the Agreement, the District and Contractor elect to extend the term of the Agreement beginning on September 1, 2020 through August 31, 2021.

3. **Amended Responsibilities.**

3.1. Within section 1.1 of the Addendum, add the following language which has an underline:

This Agreement shall commence on September 1, 2019 and continue through and including August 31, 2020, unless earlier terminated as provided herein. The Agreement, at the option of the District, may be extended for up to three (3) additional one-year terms upon written notice to the Contractor for each one-year term.

3.2. Replace the Contractor’s Schedule A, with the Contractor’s Revised Schedule A, hereby attached and made part of this Agreement.

4. **Special Provisions.**

4.1. **Terms and Conditions.** With the exception of items explicitly delineated in this Amendment, all terms and conditions of the original Agreement between the District and Contractor shall remain unchanged and in full force and effect.

5. **General Provisions.**

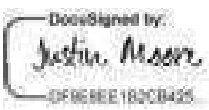
5.1. **Entire Agreement.** The original Agreement and Amendment, constitutes the entire Agreement of the parties regarding the subject matter addressed herein and supersedes all prior Agreements, whether oral or written, pertaining to said subject matter.

5.2. **Signatures.** This Agreement may be executed and delivered via portable document format (pdf), and the pdf signature of any party shall be considered valid, binding, effective and an original for all purposes.

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

SCENARIO LEARNING LLC
D/B/A VECTOR SOLUTIONS

POUDRE SCHOOL DISTRICT R-1

By:  _____
DocuSigned by:
Justin Moore
ID: 0F06BEE182C0B425

Joel Petersen
Vice President of Sales, Education
Justin Moore
Sales Director

By:  _____
R. David Montoya

R. David Montoya
Executive Director of Finance

By:  _____
Victoria Thompson

Victoria Thompson
Executive Director of Human Resources



Quote ID

Valid Until

Contact Name

Schedule A – Additional Services

This Contract Revision Form supplements and amends Schedule A to the Client Agreement identified below between the Vector Solutions entity and the Client named below and is effective on the date of the last signature below (Contract Revision Order No. 1 Effective Date)

Date: Monday, August 31, 2020

Client Information

Client Name: Poudre School District	
Address: 2407 LaPorte Avenue Fort Collins, CO 80521	
Primary Contact Name: Victoria Thompson	Primary Contact Phone: 970-490-3620

Agreement Term

Effective Date: 9/1/2020	Initial Term: Months 12
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Invoicing Contact Information (Please fill in missing information)

Billing Contact Name: Accounts Payable			
Billing Address: 2407 LaPorte Avenue Fort Collins, CO 80521		Billing Phone: 970-490-3564	
Billing Email: ap@psdschools.org	PO#:	Billing Frequency:	Payment Terms:

Product	Description	Minimum Named Users	Annual Price Per User	Total
SafeSchools Training	based on 3,600 Full Time Employees, 60 Seasonal , 480 Substitutes, and 4,700 Volunteers. Two seasonal and two substitutes equal one full time equivalent. Four volunteers equals one full time equivalent.	5045	\$5.50	\$27,747.50
School Bus Safety Company's Driver Safety Bundle (SBSC50)		320	\$18.00	\$5,760.00
School Bus Safety Company's CDL Test Preparation (SBSC)		20	\$45.00	\$900.00

Vector Solutions Other Fees/ Development Fees	Annual Maintenance	1	500	500
One-Time Discount		1	-84	-84
School Bus Safety Company's MAP 21 Module		300	\$2.48	\$744.00
Total:				\$35,567.50

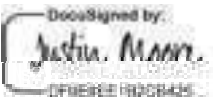
Grand Total (including Implementation & Training): \$35,567.50

Please note that this is not an invoice. An invoice will be sent within fourteen (14) business days.

The Parties have executed this Agreement by their authorized representatives as of the last date set forth below.

Scenario Learning, LLC d/b/a Vector Solutions
4890 W. Kennedy Blvd., Suite 300
Tampa, FL 33609

Poudre School District
2407 LaPorte Avenue
Fort Collins, CO 80521

By:  _____

Printed Name: Justin Moore

Title: Sales Director

Date: 9/2/2020 _____

By:  _____

Printed Name: vthompson@psdschools.org vthompson@psdschools.org

Title: Executive Director of Human Resources

Date: Sep 2, 2020 _____

Scenario Learning LLC D/B/A Vector Solutions Client Agreement

This Client Agreement (the "Agreement"), effected as of the date noted in the attached Schedule A (the "Effective Date"), is by and between Scenario Learning LLC ("Scenario"), an Ohio limited liability company, and the undersigned client ("Client"), and governs the purchase and ongoing use of the services described in this Agreement (the "Services").

1. Services. Scenario shall provide the following services:

1.1. Access. Scenario will provide Client a non-exclusive, non-transferable, revocable, limited license to remotely access and use the Services hereunder and, unless prohibited by law, will provide access to any employee or contractor of Client, designated by Client ("Users").

1.2. Availability. Scenario shall use commercially reasonable efforts to display its content and courseware for access and use by Client's Users twenty-four (24) hours a day, seven (7) days a week, subject to scheduled downtime for routine maintenance, emergency maintenance, system outages and other outages beyond Scenario's control.

1.3. Usage Rules. Scenario will assist Users as needed on issues relating to usage via e-mail, and a toll free Help Desk five (5) days per week at scheduled hours.

2. Client's Obligations.

2.1. Compliance. Client shall be responsible for Users' compliance with this Agreement and use commercially reasonable efforts to prevent unauthorized access to or use of the Services.

SafeSchools Alert Service and SafeSchools Accident Tracking Service Specifically Excluded. Scenario is not offering to provide, and Client is not purchasing SafeSchools Alert Service or SafeSchools Accident Tracking Service under this Agreement and such Services are not available under the terms and conditions of this Agreement. Should Client subsequently request SafeSchools Alert Service or SafeSchools Accident Tracking Service, then such Services may only be added by mutual written amendment to this Agreement. Any order for such Services submitted via issuance of a Client purchase order is hereby rejected and shall be of no force and effect absent a written agreement signed by both parties detailing the terms, conditions, and restrictions applicable to the provision of such Services.

2.2. Identify Named Users. For Clients utilizing Scenario's learning management system ("Scenario LMS"), Client shall (i) provide a listing of its Named Users no later than the Effective Date of this Agreement, (ii) advise Scenario of its Named Users to complete a unique profile if not created by Scenario on their behalf; (iii) timely maintain user database by adding a unique profile for each new Named User. Due to licensing and data retention requirements, Named Users may not be deleted from the Scenario LMS. Client agrees to pay for the greater of (i) number of Named Users in the Scenario LMS, and (ii) the number of Named Users who accessed a course in a given contract year.

2.3. Future Functionality. Client agrees that its purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any public comments regarding future functionality or features.

3. Fees and Payments.

3.1. Fees. Client will pay for the Services in accordance with the fee schedule in Schedule A attached to this Agreement.

3.2. Payments. All fees due under this Agreement must be paid in United States dollars. Company will invoice Client in advance pursuant to the Payment Terms in Schedule A. All invoices are payable 30 days after invoice date. All fees collected by Scenario under this Agreement are fully earned when due and nonrefundable when paid.

3.3. Suspension of Service for Overdue Payments. Any fees unpaid for more than thirty (30) days past the due date shall bear interest at 1.5% per month. Scenario shall have the right, in addition to all other rights and remedies to which Scenario may be entitled, to suspend Client's Users' access to the Services without notice until all overdue payments are paid in full.

3.4. Taxes. All fees under this Agreement exclude all sales, use, and other taxes and government charges, whether federal, state or foreign, and Client will be responsible for payment of all such taxes (other than taxes based on Scenario's income), fees, duties, and charges, and any related penalties and interest, arising from the payment of any and all fees under this Agreement including the access to or performance of the Services hereunder. If Scenario has a legal obligation to pay or collect taxes for which Client is responsible under the Agreement, then the appropriate amount will be invoiced to and paid by Client, unless Client claims tax exempt status for amounts due under this Agreement and provides Scenario a valid tax exemption certificate (authorized by the applicable governmental authority) at least five (5) business days prior to the date of the applicable Company invoice.

4. Intellectual Property Rights.

4.1. Client acknowledges that Scenario alone (and its licensors, where applicable) shall own all rights, title and interest in and to Scenario's software, website or technology, the course content, and the Services provided by Scenario, as well as any and all suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Client, and this Agreement does not convey to Client any rights of ownership to the same. The Scenario name and logo are trademarks of Scenario, and no right or license is granted to Client to use them.

4.2. Except as otherwise agreed in writing or to the extent necessary for Client to use the Services in accordance with this Agreement, Client shall not: (i) copy the course content in whole or in part; (ii) display, reproduce, create derivative works from, transmit, sell, distribute, rent, lease, sublicense, transfer or in any way exploit the course content in whole or in part; (iii) embed the course content into other products; (iv) use any trademarks, service marks, domain names, logos, or other identifiers of Scenario or

any of its third party suppliers; or (v) reverse engineer, decompile, disassemble, or access the source code of any Scenario software.

5. Term and Notice.

5.1. Term. The term of this Agreement shall commence on the Effective Date, and will remain in full force and effect for the initial term ("Initial Term") indicated in Schedule A. Upon expiration of the Initial Term, this agreement may be renewed upon mutual written Agreement signed by both parties. Upon expiration of the Initial or any Renewal Term, access to the Services may remain active for thirty (30) days solely for purpose of Company's record keeping (the "Expiration Period").

5.2. Notice. All required notices hereunder by either party shall be given by personal delivery (including reputable courier service), fees prepaid, or by sending such notice by registered or certified mail return receipt requested, postage prepaid, and addressed as set forth on the last page of this Agreement. Such notices shall be deemed to have been given and delivered upon receipt or attempted delivery (if receipt is refused), as the case may be, and the date of receipt identified by the applicable postal service on any return receipt card shall be conclusive evidence of receipt. Either party, by written notice to the other as above described, may alter the address for receipt by it of written notices hereunder.

6. Mutual Warranties and Disclaimer.

6.1. Mutual Representations & Warranties. Each party represents and warrants that it has full authority to enter into this Agreement and to fully perform its obligations hereunder.

6.2. Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

7. Miscellaneous.

7.1. Limitation on Liability. (a) To the extent within the term in contract shall Scenario be liable to Client or its Users, whether in contract, warranty, tort (including negligence) or otherwise, for special, incidental indirect or consequential damages (including lost profits) arising out of or in connection with this Agreement, and (b) to the extent within the law, the total liability of Scenario for any and all damages, including, without limitation, direct damages, shall not exceed the amount of the total fees already paid to Scenario for the preceding twelve (12) months.

7.2. Assignment. Neither party may assign or delegate its rights or obligations pursuant to this Agreement without the prior written consent of the other, provided that such consent shall not be unreasonably withheld. Notwithstanding the foregoing, Scenario may freely assign or transfer

any or all of its rights without Client consent to an affiliate, or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets provided that there is no material change in the services provided or to the cost of services hereunder.

7.3. Governing Law. This Agreement shall be governed by, and enforced in accordance with, the laws of the state of Colorado.

7.4. Force Majeure. Scenario shall have no liability for any failure or delay in performing any of its obligations pursuant to this Agreement due to

or arising out of, any act not within its control, including, without limitation, acts of God, strikes, lockouts, war, riots, lightning, fire, storm, flood, explosion, interruption or delay in power supply, computer virus, governmental laws, regulations or other restraints.

7.5. No Waiver. No waiver, amendment or modification of this Agreement shall be effective unless in writing and signed by the parties.

7.6. Severability. If any provision of the Agreement is found to be contrary to law by a court of competent jurisdiction, such provision

shall be of no force or effect, but the remainder of this Agreement shall continue in full force and effect.

7.7. Entire Agreement. This Agreement and its schedules and exhibits represent the entire understanding and agreement between Scenario and Client and supersedes all other negotiations, proposals, understandings and representations (written or oral) made by and between Scenario and Client.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the last date set forth below:

Scenario Learning, LLC D/B/A Vector Solutions

4890 W. Kennedy Blvd., Suite 300

Tampa, FL 33609

Poudre School District

2407 LaPorte Avenue

Fort Collins, CO 80521

By: 
Printed Name: Joel Petersen

Title: VP of Sales, Education

Date: 9/12/19

By: 
Printed Name: Victoria Thompson

Title: Executive Director of HR

Date: 9-11-19

By: 
Printed Name: R. Skyler Thimens

Title: Procurement Manager

Date: 9/11/19

Client Agreement/Schedule A

Date: 08-13-2019
Pricing valid for 30 days.

Client Information

Client Name: Poudre School District	
Address: 2407 LaPorte Avenue Fort Collins, Colorado 80521	
Primary Contact Name: Victoria Thompson	Primary Contact Phone: 970-490-3620

Terms

Effective Date: 07-31-2019 <i>7/1/19</i>	Initial Term (months): 12
--	-------------------------------------

Invoicing Contact Information (Please fill in missing information)

Billing Contact Name: Accounts Payable			
Billing Address: 2407 LaPorte Avenue Fort Collins, Colorado 80521		Billing Phone:	
Billing Email: ap@psdschools.org	PO#:	Billing Frequency: Annual	Payment Terms: Net 30

Annual Subscription Services

FOR TRAINING PRODUCTS ONLY: Additional Named Users added after the Effective Date shall be billed at the Full Per Named User Fee below, and such Additional Named Users shall become part of the minimum contracted Users through the end of the Initial Term.

Product	Description	Minimum Named Users	Annual Price Per User	Total
SafeSchools Training	based on 3,600 Full Time Employees, 60 Seasonal, 480 Substitutes, and 4,700 Volunteers. Two seasonal and two substitutes equal one full time equivalent. Four volunteers equals one full time equivalent.	5045	\$5.50	\$27,747.50
Total:				\$27,747.50

Grand Total (including implementation & Training): **\$27,747.50**

*Total does not include any taxes that may apply. Any such taxes are the responsibility of the Customer.

Please note that this is not an invoice. An invoice will be sent within fourteen (14) business days.

**ADDENDUM TO CLIENT AGREEMENT
BETWEEN SCENARIO LEARNING LLC D/B/A VECTOR SOLUTIONS
AND POUDRE SCHOOL DISTRICT R-1**

This Addendum is made and entered into this 3rd day of September 2019, by and between Scenario Learning LLC D/B/A Vector Solutions (the "Contractor") and Poudre School District R-1 (the "District"). Contractor and the District are collectively referenced herein as the "parties." This Addendum supplements the Client Agreement dated 9/12/19, 2019 for the District's Human Resource Department, between Contractor and the District (the "Contract") by adding to, deleting from and modifying the Contract as set forth herein. In consideration of the mutual covenants, promises, understandings, releases and payments described in the Contract and this Addendum, the parties agree to amend the Contract by adding the following language:

1. Term of Agreement.

- 1.1. This Agreement shall commence on September 1, 2019 and continue through and including August 31, 2020, unless earlier terminated as provided herein.
- 1.2. Notwithstanding any other term or provision of this Agreement, the District's obligations hereunder are expressly subject to its budgeting and appropriation of sufficient funds for each fiscal year (July 1 - June 30) an Agreement is in effect. In no event, shall the District's obligations in an Agreement constitute a multiple-fiscal year direct or indirect debt or other financial obligation under Article X, Section 20(4)(b) of the Colorado Constitution.
- 1.3. Notwithstanding the provisions of section 1.1 above, if either party is in breach of an obligation or covenant under this Agreement the non-breaching party may give written notice to the breaching party describing the breach and demanding that it be cured. If the breach is not cured within ten (10) days after the breaching party's receipt of said notice, the non-breaching party may immediately terminate the Agreement and avail itself of any and all remedies available at law or in equity.
- 1.4. Notwithstanding the provisions of sections 1.1 and 1.3 above, either party may terminate this Agreement at any time in that party's sole discretion for any reason, with or without cause, by providing the other party with sixty (60) days' advance written notice. In the event of such termination: (a) the District shall pay Contractor for all Services performed under and in accordance with this Agreement up to the date of termination; and (b) Contractor shall reimburse the District for all payments made in excess of Services performed up to the date of termination.
 - 1.4.1. In the event of the District's termination without cause, the District will not be entitled to a refund of any fees already paid to Contractor.

2. **Tax Exemption.** The District is exempt from federal and state taxes under Colorado Tax Exempt Number 98-03335.
3. **Press Contacts/News Releases.** The Contractor shall not initiate any press, media, or social media, contact nor respond to press, media or social media requests regarding this Agreement and/or any related matters concerning the District without the prior written approval of the District.

**ADDENDUM TO CLIENT AGREEMENT
BETWEEN SCENARIO LEARNING LLC D/B/A VECTOR SOLUTIONS
AND POUDRE SCHOOL DISTRICT R-1**

4. **Ownership of Confidential Student Records, Information, Photography, and Developed Materials.** All confidential student records and information, photography, and developed materials shall remain the exclusive property of the District and all rights, title and interest in the confidential student records and information, photography, and developed materials including but not limited to intellectual property rights in the confidential student records and information, photography and developed materials, belong to and are retained solely by the District. The District hereby grants to the Contractor a limited, nonexclusive license to access, view, collect, generate, and use confidential student records and information, photography, and developed materials solely for the purpose of performing its obligations under this Contract. Use of confidential student records and information, photography, and developed materials outside of the performance of this Contract, requires express written approval from the District.
5. **Primary Contractor and Subcontractors.** The Contractor shall assume all responsibility for performance of all Services in this Agreement, whether or not the Contractor uses subcontractors. Any consequences resulting from non-performance under the terms of this Agreement are the sole responsibility and liability of the Contractor. The Contractor shall be the sole point of contact with the District with regard to all matters covered by this Agreement. The District shall not initiate or maintain contact with any subcontractor unless such contact becomes necessary to mitigate the District's damage in the event the Contractor is in default or breach of any term or obligation of this Agreement.
6. **Certification Regarding Illegal Aliens.**
 - 6.1. Contractor certifies, represents, warrants and agrees that it will not knowingly employ or contract with an illegal alien to provide services under this Agreement, and will not enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor will not knowingly employ or contract with an illegal alien to provide services under this Agreement. Contractor also certifies, represents, warrants and agrees that it will confirm the employment eligibility of all its employees who are newly hired for employment to provide services under this Agreement through Contractor's participation in either: (a) the E-Verify Program created under federal law and jointly administered by the Department of Homeland Security and the Social Security Administration; or (b) the Colorado Department of Labor and Employment Program ("Department Program") established pursuant to C.R.S. § 8-17.5-102(5)(c).
 - 6.2. Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed. If Contractor obtains actual knowledge that a subcontractor providing services under this Agreement knowingly employs or contracts with an illegal alien, Contractor shall notify the subcontractor and the Customer within three (3) days that Contractor has such actual knowledge, and terminate the subcontract within three (3) days of providing the notice if the subcontractor has not stopped employing or contracting with the illegal alien. Contractor shall comply with any reasonable request made by the Department of Labor and Employment in the course of an investigation undertaken pursuant to the authority of C.R.S. § 8-17.5-102(5). If

**ADDENDUM TO CLIENT AGREEMENT
BETWEEN SCENARIO LEARNING LLC D/B/A VECTOR SOLUTIONS
AND POUDRE SCHOOL DISTRICT R-1**

Contractor participates in the Department Program, it shall: (a) notify the Customer and the Department of Labor and Employment of such participation as required by law; and (b) within twenty (20) days after hiring an employee to provide services under this Agreement, provide to the Customer a written notarized copy of an affirmation that it has examined the legal work status of such employee, retained file copies of the documents required by 8 U.S.C. § 1324a, and not altered or falsified the identification documents for such employee.

7. **Insurance.** Contractor shall procure and maintain the required insurance specified below for the duration of this Agreement, which insurance shall be written for not less than the amounts specified or greater if required by law. Specified coverages and amounts may be provided by a combination of a primary policy plus an umbrella or following form excess policy. If not otherwise required by law, lower amounts may be acceptable upon review and written approval by the District's Director of Records and Risk Management. All insurance shall be with a carrier licensed in the state of Colorado and shall have a minimum A.M. Best rating of A- VII. Contractor shall furnish the District's Director of Records and Risk Management with certificates of the required insurance prior to the District's approval and signing of this Agreement, and with renewal certificates prior to the expiration of any required insurance that expires during the term of this Agreement. Certificates of Insurance and all communication regarding insurance shall be sent to:

Poudre School District
Attn: Risk Management
2407 LaPorte Avenue
Fort Collins, CO 80521
Email: risk@psdschools.org

Any insurance and/or self-insurance carried by the District is excess of the coverage extended to the District by Contractor. Contractor shall provide at least thirty (30) days' advance written notice to the District prior to cancellation, change of coverage, or non-renewal. The insurance requirements specified in this section 7, shall not reduce the indemnification liability that Contractor has assumed in section 8.

Commercial General Liability

- | | |
|--|-------------|
| a. Each Occurrence Bodily Injury & Property Damage | \$1,000,000 |
| b. General Aggregate | \$2,000,000 |
| c. Products/Completed Operations Aggregate | \$1,000,000 |
| d. Personal/Advertising Injury | \$1,000,000 |
| e. Coverage must be written on an "occurrence" basis | |
| f. Poudre School District R-1 and its elected officials, employees, agents, and volunteers shall be named as an additional insured and shall be insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Agreement. | |

**ADDENDUM TO CLIENT AGREEMENT
BETWEEN SCENARIO LEARNING LLC D/B/A VECTOR SOLUTIONS
AND POUDRE SCHOOL DISTRICT R-1**

Technology Errors & Omissions Liability including Network Security and Privacy Liability

Minimum Limits

- | | | |
|----|---|-------------|
| a. | Per Loss | \$1,000,000 |
| b. | Aggregate Limit | \$1,000,000 |
| c. | Liability extends for a period of three (3) years beginning at the time work under this Agreement is completed. Contractor shall maintain continuous coverage, as required by the Agreement, for this period. | |
| d. | The policy shall provide a waiver of subrogation in favor of Poudre School District R-1. | |

The insurance shall provide coverage for:

- a. Liability arising from theft, dissemination and/or use of confidential information, defined term including but not limited to bank account, credit card account, personal information such as name, address, social security numbers, etc. information, stored or transmitted in electronic form.
- b. Network Security Liability arising from the unauthorized access to, use of or tampering with computer systems including hacker attacks, inability of an authorized third party to gain access to Contractor's services including denial of service, unless caused by a mechanical or electrical failure.
- c. Liability arising from the introduction of a computer virus into, or otherwise causing damage to, a District or third person's computer, computer system, network, or similar computer related property and the data, software, and programs thereon.

Crime Coverage

Minimum Limits

- | | | |
|----|----------|-------------|
| a. | Per Loss | \$1,000,000 |
|----|----------|-------------|

The policy shall include:

- a. Coverage for all directors, officers, agents, and employees of the Contractor.
- b. Employee dishonesty, forgery and alteration, monies and securities, and computer cyber-crime.
- c. Extended theft and mysterious disappearance.
- d. The policy shall not contain a condition requiring an arrest and conviction. Policy must be endorsed to cover Third Party Fidelity and include Poudre School District R-1 as a Loss Payee.

8. **Indemnification.** The Contractor shall indemnify and hold harmless the District and the District's Board members, employees, representatives and agents from and against any and all liability arising from any suit, action, grievance, charge or proceeding brought in connection with or related to: (a) the Contractor's operations; (b) the Contractor's provision of the Services; (c) the Contractor's actual or alleged infringement of any third party's patent

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or copyright; and/or (d) the conduct of any of the Contractor's employees, volunteers, agents or representatives. The indemnification and hold harmless obligation hereunder shall include all attorney fees, costs and expenses incurred by the District and/or the District's Board members, employees, representatives and/or agents in defense of said suits, actions, grievances, charges and/or proceedings. Nothing in this section 8 or otherwise in this Agreement shall be construed in any way or applied in any manner as a compromise or waiver of the District's rights and protections under the Colorado Constitution or the Colorado Governmental Immunity Act. To the extent within the law, the Contractor's liability for (a), (b) and (d) above shall be subject to the limitation of liability set forth in Section 7.1 of the Scenario Learning d/b/a Vector Solutions Client Agreement.

9. Independent Contractor.

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

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

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

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

10. **Remedies.** If Contractor fails to comply with any of the foregoing requirements at any time during or after the term of the Agreement the District may, as applicable, terminate the

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Agreement and/or disqualify Contractor from future contracts and subcontracts with the District.

11. **Survival of Certain Contract Terms.** Notwithstanding anything herein to the contrary, the parties understand and agree that all terms and conditions of this Agreement and the exhibits and/or attachments hereto which may require continued performance, compliance, or effect beyond the termination date of the Agreement shall survive such termination date and shall be enforceable by the District as provided herein in the event of such failure to perform or to comply by the Contractor.
12. **Amendment or Modification.** No amendment or modification of this Agreement shall be valid unless set forth in writing and executed by the District and the Contractor in the same manner and with the same formality as was done for this Addendum.
13. **Conflict of Terms.** In the event of any conflict of terms found between this Amendment or any other terms and conditions, end user license agreements or privacy policies, the terms of this Amendment shall prevail.
14. **Governing Law and Venue.** All issues regarding the formation, performance and/or legal enforcement of the Agreement shall be governed by and construed in accordance with the laws of the State of Colorado. Venue for the resolution of any disputes arising out of or relating to the Agreement shall be in Larimer County, Colorado.
15. **Entire Agreement.** This Addendum, together with the Scenario Learning d/b/a Vector Solutions Client Agreement constitutes the entire Agreement of the parties regarding the subject matter addressed herein and supersedes all prior Agreements, whether oral or written, pertaining to said subject matter.
16. **Signatures.** This Agreement may be executed and delivered via portable document format (pdf), and the pdf signature of any party shall be considered valid, binding, effective and an original for all purposes.
17. **Warranty of Authority.** The individuals signing below represent and warrant that they have the authority to execute this Agreement on behalf of their respective organizations and bind their respective organizations to the terms of this Agreement.

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

SCENARIO LEARNING LLC D/B/A
VECTOR SOLUTIONS

POUDRE SCHOOL DISTRICT R-1

By: 

Joel Petersen
Vice President of Sales, Education

By: 

R. David Montoya
Executive Director of Finance

By: 

Victoria Thompson
Executive Director of Finance