

SOFTWARE SERVICES AGREEMENT BETWEEN BLUUM OF MINNESOTA AND POUDRE SCHOOL DISTRICT R-1

This Software Services Agreement ("Agreement") is entered into as of the 12th day of June 2025, by and between Poudre School District R-1, a school district organized and existing under the laws of the state of Colorado (the "District"), and Bluum of Minnesota, ("Contractor"), collectively referenced herein as the "parties." In consideration of the mutual covenants and promises contained in this Agreement, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Term and Termination of Agreement.

- 1.1. This Agreement shall commence as of September 1, 2025 and shall continue through and including August 31, 2026, unless earlier terminated as provided herein. The Agreement, at the option of the District, may be extended up to four (4) additional one-year terms.
- 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 sections 1.1 and 1.2 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 thirty (30) 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.

2. Deliverables and Purchase Price.

- 2.1. The Contractor's responsibility under this Agreement is to provide Software Services in the District in accordance with the scope of work set forth in the attached Exhibit A, and hereby made part of this Agreement (hereinafter the "Services").
- 2.2. The total cost for all Services under this contract as set forth on Quote #360224 in the attached Exhibit B, shall not exceed Five Thousand Five Hundred Twenty-Six Dollars and Thirty Cents (\$5,526.30), due and payable thirty (30) days from receipt of Contractor's invoice.
- 2.3. Additional District schools may participate in Services under all terms and conditions specified within this Agreement, not to exceed the term within section 1.1. This Agreement in no way binds the District or District schools to exclusive

use of Contractor's Services. Discretion to utilize Services is under the direction of each District School Principal or Principal designee. District Principals or Principal designee will adhere to applicable laws, regulations, and District policies.

2.4. Fulfilment of Services under the terms and conditions set forth in this Agreement shall be through the issuance of a District purchase order or site-based credit cards.

2.4.1 The Contractor shall provide a requested quote for services conforming to the pricing which shall be payable by the District thirty (30) days after receipt of Contractor's invoice.

2.4.2 Site-based credit cards shall be permitted for use for payment for purchases less than \$5,000.00. District issued purchase orders are required for purchases greater than \$5,000.00.

2.4.3 Services provided by Contractor without conforming to section 2.4 of the Agreement shall be considered unauthorized and payment shall not be issued by the District.

2.4.4 Direct communication with schools or sales must be approved by contact in section 9 of this Agreement

2.5. **Invoicing.** Contractor will provide invoices for the Services at the rate specified in Exhibit A. Invoices shall be submitted to the Accounts Payable Department within thirty (30) days of receipt of Purchase Order. Invoices for Services shall include name of provider, dates of Services conforming to section 1.1. location for Services and a description of the Services provided.

2.5.1 Invoices received from the Contractor pursuant to this Agreement will be reviewed and approved by the District's representative, indicating that services have been rendered in conformity with the Agreement and then will be sent to the Finance Department for payment. Payment for Services not approved by the District in writing, shall not be considered valid and the District will not be responsible for covering associated costs. Invoices will generally be paid within thirty (30) days following the District representative's approval.

2.5.2 Invoices which do not conform with the Agreement will be paid thirty (30) days from receipt of a revised and corrected invoice.

2.5.3 All invoices must be submitted with thirty (30) days of fiscal year end, June 30th, and may not include items received by the District outside of the fiscal year July 1 – June 30.

2.5.4 Invoices shall be sent to ap@psdschools.org.

2.5.5 **Tax Exemption.** The District is exempt from federal and state taxes under Colorado Tax Exempt Number 98-03335.

2.5.6 If the contract results in the right to use an asset, the Contractor shall provide the District, if requested, documentation necessary to facilitate the District's compliance with Governmental Accounting Standards Board ("GASB") issued GASB Statement No.87, Leases.

2.6. The District shall access and use the Services solely for non-commercial instructional and administrative purposes within the District. Further, the District shall not, except as expressly authorized or directed by the Contractor: (a) copy, modify, translate, distribute, disclose or create derivative works based on the contents of, or sell, the Services, or any part thereof; (b) decompile, disassemble or otherwise reverse engineer Services or otherwise use the Services to develop functionally similar products or services; (c) modify, alter or delete any to the copyright, trademark, or other proprietary notices in or on the Services; (d) rent, lease, or lend the Services or use the Services for the benefit of any third party; (e) avoid, circumvent or disable any security or digital rights management device, procedure, protocol or mechanism in the Services; or (f) permit any authorized user or third party to do any of the foregoing. The District also agrees that any works created in violation of this section are derivative works, and, as such, the District agrees to assign, and hereby assigns, all right, title and interest therein to the Contractor.

2.7. The District agrees, subject to the limited rights expressly granted hereunder, that all rights, title and interest in and to all Services, including all related IP rights, are and shall remain the sole and exclusive property of Contractor or its third-party licensors. "IP Rights" means, collectively, rights under patent, trademark, copyright and trade secret laws, and any other intellectual property or proprietary rights recognized in any country or jurisdiction worldwide. The District shall notify Contractor of any violation of Contractor's IP Rights in the Services, and shall reasonably assist Contractor as necessary to remedy any such violation. Contractor Services are protected by patents.

2.8. The District understands and agrees that its students' access to and use of the Services under this Agreement may require that it disclose confidential student records and information, as that term is defined below, to the Contractor. The Contractor understands and agrees that if it fails to comply with any of the requirements under sections 4, 5, 6, or 7 below at any time during or after the term of this Agreement the District may, as applicable, terminate the Agreement and /or disqualify the Contractor from future agreements with the District.

3. **Definitions.**

3.1. As used in this Agreement, "personally identifiable information" is defined as information (including metadata) that, alone or in combination, is linked or linkable to a specific student so as to allow a reasonable person in the school

community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty. Personally identifiable information includes but is not limited to: (a) the student's name; (b) the name of the student's parent or other family members; (c) the address or phone number of the student or student's family; (d) personal identifiers such as the student's social security number, student number or biometric record; and (e) indirect identifiers such as the student's date of birth, place of birth or mother's maiden name.

3.2. As used in the Agreement, "education records" is defined as records, files, documents and other materials that: (a) contain information directly related to a student; and (b) are maintained by the District, or by a party acting for the District as the Contractor.

3.3. As used in this Agreement, "confidential student records and information" is defined as educational records and personally identifiable information concerning District students, including but not limited to confidential student records and information disclosed to, collected by and/or generated by the Contractor. Confidential student records and information does not include "de-identified confidential student records and information", as defined in section 3.5 below.

3.4. As used in this Agreement, "collect" is defined as the gathering of data and other information by any means, including but not limited to the use of logs, cookies, tracking pixels, etc.

3.5. As used in this Agreement, "de-identified confidential student records and information" is defined as confidential student records and information from which all personally identifiable information, and the ability to determine any personally identifiable information, is removed.

3.6. As used in this Agreement, "securely destroy" is defined as removing confidential student records and information from the Contractor's systems, paper files, hard-copy and electronic records, databases and any other media regardless of format, in accordance with the standard detailed in the National Institute of Standards and Technology ("NIST") SP800-88 Guidelines for Media Sanitation, so that the confidential student records and information are permanently irretrievable in the Contractor's normal course of business.

3.7. As used in this Agreement, "eligible student" is defined as a student who is at least 18 year of age or who is legally emancipated.

4. **Ownership of Confidential Student Records, Information.** All confidential student records and information shall remain the exclusive property of the District and all rights, title and interest in the confidential student records and information, including but not limited to intellectual property rights in the confidential student records and information, 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 solely for the purpose of performing its obligations under this Agreement.

5. Security of Confidential Student Records and Information.

5.1. The Contractor shall store and process confidential student records and information in accordance with commercial best practices, including implementing appropriate administrative, physical and technical safeguards that are no less rigorous than those outlined in CIS Critical Security Controls, as amended, to secure such confidential student records and information from unauthorized access, disclosure, alteration and use. The Contractor shall ensure that all such safeguards, including the manner in which confidential student records and information is collected, accessed, used, stored, processed, disposed of and disclosed, comply with all applicable federal and state data protection and privacy laws, regulations and directives, including but not limited to Colorado's Student Data Transparency and Security Act, C.R.S. §§ 22-16-101 to 112. Without limiting the foregoing, and unless expressly agreed to the contrary in writing, the Contractor warrants that all electronic confidential student records and information will be encrypted in transmission and at rest in accordance with NIST Special Publication 800-57, as amended.

5.2. The Contractor shall conduct periodic risk assessments and remediate any identified security vulnerabilities in a timely manner. The Contractor shall promptly notify the District in the event of: (a) any security or privacy breach concerning confidential student records and information not authorized under this Agreement.

6. Use of Confidential Student Records and Information.

6.1. Under the Agreement, Contractor may access, view, collect, generate and/or use confidential student records and information only under the following terms and conditions: (a) except as provided in section 6.2 below, Contractor shall not disclose confidential student records and information, in whole or in part, to any other party; (b) Contractor shall not use any confidential student records or information to advertise or market to students or their parents/guardians; (c) Contractor shall access, view, collect, generate and use confidential student records and information only to the extent necessary to perform its obligations under the Agreement; and (d) at the conclusion of the term of the Agreement the Contractor shall, as directed by the District, either securely destroy all confidential student records and information in its possession, custody or control, or return such confidential student records and information to the District.

6.2. Contractor may to the extent necessary to perform its obligations under the Agreement disclose confidential student records and information to subcontractors as identified in Exhibit A ("Subcontractors") pursuant to written

subcontracts specifying the purpose of the disclosure and providing that: (a) Subcontractors shall not disclose confidential student records and information , in whole or in part, to any other party; (b) Subcontractors shall not use any confidential student records or information to advertise or market to students or their parents/guardians; (c) Subcontractors shall access, view, collect, generate and use confidential student records and information only to the extent necessary to assist Contractor in performing its obligations under the Agreement; and (d) at the conclusion of their work under their subcontracts Subcontractors shall, as directed by the District through the Contractor, either securely destroy all confidential student records and information in their possession, custody or control, or return such confidential student records and information to the District.

6.3. Contractor and Subcontractors may use de-identified confidential student records and information for purposes of research, the improvement of its products and services, and/or the development of new products and services. In no event shall the Contractor or Subcontractors re-identify or attempt to re-identify any de-identified confidential student records or information.

6.4. **Colorado Open Records Act.** Information and materials submitted under this Agreement may be considered public records subject to disclosure under the Colorado Open Records Act, (C.R.S. §§ 24-72-200.1 to -205.5) ("CORA"). Information and materials that the Contractor believes are confidential and not subject to disclosure under CORA must be submitted separately with a citation to the section of CORA and any other relevant law under which the Contractor believes they are confidential. The District, not the Contractor, shall determine whether information and materials so identified will be withheld as confidential, but will inform the Contractor in advance of disclosure to give it an opportunity to take legal action to protect its interests vis-à-vis the party making the CORA request.

7. **School Service Contract Provider.** If Contractor is a "school service contract provider" under the Colorado Student Data Transparency and Security Act (the "act"), the Agreement is amended to add the language in this section 7. Under the Act, a "school service contract provider" is defined as an entity (other than the Colorado Department of Education, a K-12 public education entity or an institution of higher education) that enters into a formal, negotiated contract with the District to provide a "school service". Under the Act, a "school service" is defined as an internet website, online service, online application or mobile application that: (a) is designed and marketed primarily for use in preschool, elementary school or secondary school; (b) is used at the direction of District teachers or other District employees; and (c) collects, maintains or uses confidential student records and information.

7.1. As a school contract provider under the Act, the Contractor has provided the following information the attached Exhibit A: (a) the data elements of confidential student records and information that Contractor collects under the Agreement,

regardless of whether the data elements were initially collected or ultimately held individually or in the aggregate using protocols that are effective for preserving the anonymity of each student included in the data; (b) the learning purpose for which Contractor collects the confidential student records and information; and (c) how the Contractor uses and shares the confidential student records and information. Contractor shall update this information as necessary to maintain accuracy.

7.2. Contractor shall facilitate the District's access to and correction of any factually inaccurate confidential student records and information as required in response to correction requests from parents/guardians and eligible students.

8. **Accessibility.** The Contractor shall comply with and the Services provided under this agreement shall be in compliance with all applicable provisions of §§24-85-101, et seq., C.R.S., and the Accessibility Standards for Individuals with a Disability, as established by the State of Colorado's Governor's Office of Information Technology pursuant to Section §24-85-103 (2.5), C.R.S. The Contractor shall also comply with all State of Colorado technology standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards.

8.1. The Contractor shall ensure compliance by providing a Voluntary Product Accessibility Template (VPAT) using the current template available here:
<https://www.section508.gov/sell/vpat/>

8.2. If the Contractor is not compliant with what is stated and agreed upon in this section 8 and the provisions of §§24-85-101, et seq., C.R.S., and the Accessibility Standards for Individuals with a Disability, and as a result, the District is fined for such noncompliance, the Contractor agrees to compensate the District in full the amount of any and all related fines.

8.2.1 Payment shall be made within 30 days of receipt of an invoice in accordance with the payment instructions received with the invoice.

8.2.2 Delinquent balances of 90 days or more will be sent to a third-party accounts receivable collection agency.

8.3. If Contractor has provided this information by the time of contract execution, it is contained in Exhibit C, hereby attached and made part of this Agreement.

9. **Remedies.** If Contractor fails to comply with any of the foregoing requirements in sections 4, 5, 6, 7 or 8 at any time during or after the term of the Agreement the District may, as applicable, terminate the Agreement and/or disqualify Contractor from future contracts and subcontracts with the District.

10. **Access to District Server.** If access to any District server is necessary for the functionality of the Contractor's services, upon written approval by the Executive

Director of Information Technology or designee, the District grants the Contractor limited access to the District server for the sole purpose of providing services.

- 10.1. The Contractor agrees to protect the confidentiality, integrity and availability of all electronic District or student information at all times.
- 10.2. The Contractor agrees to take proper steps to ensure the security of the device in which they connect to the District's systems remotely. The Contractor agrees not to copy information accessed remotely to local devices and or portable devices. Printing information is not permitted unless specific authorization has been granted.
- 10.3. The Contractor shall not share passwords, codes, credentials or user accounts with others.
- 10.4. The Contractor shall have a valid and up-to-date antivirus agent installed to ensure protections against malware and viruses upon connection to the District network.
11. The Contractor acknowledges that if the District determines in its discretion that remote access has been compromised by unauthorized parties, or that remote access has been misused, the Contractor's access will be disabled or terminated immediately.
12. **Notices and Communications.** All notices and communications required or permitted under this Agreement shall be in writing and shall be: (a) sent via certified mail, return receipt requested and postage prepaid, to the address of the other party set forth below; or (b) sent via email to the other party via the email address set forth below.

Poudre School District R-1
Attn: Contracts Administrator
2407 LaPorte Avenue
Fort Collins, CO 80521
Email: contracts@psdschools.org

Bluum of Minnesota
Attn: Ashley DeVriendt
1771 Energy Park Drive, Ste 100
St. Paul, MN 55108
Email: ashley.devriendt@bluum.com

13. **Insurance.** Provider, at its expense, shall purchase and maintain in effect at all times throughout the duration of the Agreement, all insurance requirements and limits as set forth below. Policies providing such limits of coverage via a primary policy plus an umbrella or following form excess policy will be satisfactory. All insurance shall be written by a carrier legally authorized to write such insurance in the state of Colorado provided the carrier has a current A.M. Best rating of A- VII or higher. All policies shall be primary and non-contributory with any insurance maintained by additional insureds. Insurance and/or self-insurance carried by the District is excess of the coverage extended to the District by District prior to cancellation, change of coverage, or non-renewal. The insurance requirements

specified in this section 13 shall not reduce the indemnification liability that Provider has assumed in section 14

Provider shall furnish the District 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. Such certificates shall specifically state the inclusion, or the coverages and the provisions set forth herein and shall state whether the coverage is written on a "claims made" or "per occurrence" basis. For any policies written on a "claims made" basis, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Receipt, review, or acceptance by the District of any insurance policies or certificates of insurance required by this Agreement shall not be construed as a waiver or relieve the Provider from its obligation to meet the insurance requirements contained herein. Memorandums of Insurance will not be accepted. Certificates of insurance must be sent to: COI@psdschools.org.

Commercial General Liability

Minimum Limits

- Each Occurrence Bodily Injury & Property Damage \$1,000,000
- General Aggregate \$2,000,000
- Coverage must be written on an "occurrence" basis.
- 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 Provider even if those limits of liability are in excess of those required by this Agreement.

Technology Errors & Omissions and Network Security & Privacy

Minimum Limits

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

If the services include collecting, receiving and/or storing Personal Identifiable Information (PII), the insurance must also provide coverage for:

- 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.

- 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 Provider's services including denial of service, unless caused by a mechanical or electrical failure.
- 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.

14. **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, third party claims, grievance, or proceeding, including all attorneys' fees, costs and expenses, incurred as a result of any negligent or intentional act or omission by Contractor, or its employees, agents, Subcontractors, or assignees related to the terms of this Agreement and any Services provided under this Agreement.

15. **Governmental Immunity.** It is specifically understood and agreed that nothing contained in this Agreement shall be construed as an express or implied waiver by the District of any of the immunities, rights, benefits, protections, or other provisions of the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 *et seq*, as now or hereafter amended.

16. **General Provisions.**

16.1. **No Assignment.** The Contractor shall not assign this Agreement or any of its rights, interests or obligations under this Agreement without the prior written consent of the District, which consent may be withheld for any reason or no reason as determined by the District in its sole discretion.

16.2. **No Waiver.** The parties agree that no assent or waiver, express or implied, to any breach of any one or more of the covenants of this Agreement shall be construed as or deemed to be an assent to or a waiver of any subsequent breach.

16.3. **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's Executive Director of Communications or designee.

16.4. **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 through written amendments to the Agreement, in the same manner and with the same formality as was done for this Agreement.

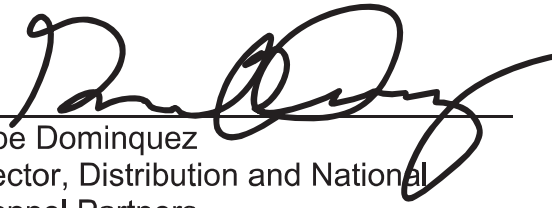
- 16.5. **Conflict of Terms.** In the event of any conflict of terms found between this Agreement, any incorporated exhibits, any other terms and conditions, end user license agreements or privacy policies, the terms of the Agreement shall prevail.
- 16.6. **Survival of Certain Contract Terms.** Notwithstanding anything herein to the contrary, the parties understand and agree that all terms and conditions of this Contract and the exhibits and/or attachments hereto which may require continued performance, compliance, or effect beyond the termination date of the Contract shall survive such termination date and shall be enforceable by the District as provided herein in the event of such a failure to perform or to comply by the Contractor.
- 16.7. **Governing Law and Venue.** All issues regarding the formation, performance and/or legal enforcement of the Contract 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 Contract shall be in Larimer County, Colorado.
- 16.8. **No Third-Party Beneficiary.** Enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the District and the Contractor. Nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any third person other than the District or the Contractor. It is the express intent of the parties that any third person receiving services or benefits pursuant to this Agreement shall be deemed an incidental beneficiary only.
- 16.9. **Binding Arbitration Prohibited.** The District does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary is null and void.
- 16.10. **Attorney Fees and Costs.** In the event it becomes necessary for either party to institute litigation to enforce any provision of this Agreement, the substantially prevailing party in such litigation shall receive, as part of any judgment or award entered, its reasonable attorney fees and costs, including expert witness fees.
- 16.11. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, legal representatives, successors and permitted assigns.
- 16.12. **Headings.** The headings used in this Agreement are for convenience only and shall have no effect upon the construction or interpretation of this Agreement.

- 16.13. **Conflict of Terms.** In the event of any conflict of terms found between this Agreement, any incorporated exhibits, any other terms and conditions, end user license agreements or privacy policies, the terms of this Agreement shall prevail.
- 16.14. **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.
- 16.15. **Entire Agreement.** This 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.
- 16.16. **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. This Agreement may be signed in counterparts, and each counterpart shall be deemed an original, and all the counterparts taken as a whole shall constitute one and the same instrument.
- 16.17. **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.

The remaining portion of this page is intentionally left blank.

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

BLUUM OF MINNESOTA

By: 
Gabe Dominquez
Director, Distribution and National
Channel Partners

POUDRE SCHOOL DISTRICT R-1

By: 
R. David Montoya
Chief Finance Officer

By: 
[Julie Chaplain \(Jul 29, 2025 13:25:16 MDT\)](#)
Julie Chaplain, PhD
Assistant Superintendent

Exhibit A



STUDENT DATA INFORMATION REQUEST FOR SOFTWARE SERVICES

Colorado's Student Data Transparency and Security Act [C.R.S. Section 22-16-101 et seq.] requires Poudre School District (PSD) to set forth certain contractual requirements before agreeing to the use of products that share student data. Due to the specificity of this language, PSD has opted to use its own contract to ensure compliance and alignment with the law and U.S. Department of Education recommendations regarding National Institutes of Standards and Technology Guidelines for Media Sanitization.

The law defines Student Identifiable Data as all items which are collected, maintained, generated, or inferred through use of the service, which includes metadata. This means any data element in the software's data table that can be connected to a student must be transparently identified along with how the data will be used. Because this may be different from what the company has reported under the Family Educational Rights and Privacy Act (FERPA), the District recommends pulling the data table to include all data elements.

Please provide the following information to facilitate the contracting process:

1. Detailed, formal description of product and scope of work to be completed.
 - *Descriptions should not include wording such as "most used" or "used by X number of schools."*
 - *Service descriptions should be detailed and free of sales language so it's clear what's being purchased.*

Lumio – an interactive learning platform designed to enhance collaboration and engagement. It allows educators to create dynamic lessons using a variety of multimedia tools, including videos, images, and interactive activities. Lumio supports real-time collaboration, enabling students to participate actively from their devices, whether in the classroom or remotely.

2. What student data is collected through use of the system?
 - *List all student data that's collected, maintained, generated, or inferred through use of the service; this includes information created or collected by the company.*

A list of all data collected can be found in our privacy policy at <https://www.smarttech.com/lumio/legal/privacy>

Student	Teacher	Admin	Meta Data

3. What is the purpose of collecting student data?

To provide Lumio. Students can access Lumio without signing in.

4. What third parties does the company partner with who may receive student data in any format?

- *This includes storage and vendors receiving encrypted data.*

A list of all our subprocessors can be found in our privacy policy at <https://www.smarttech.com/lumio/legal/privacy>

5. What is the purpose of the third-party partners?

To facilitate the provision of our services

6. Please provide:

- Current quote (if available)
- Tiered pricing for future purchases
- Name and email for contract notices
Amy Lynch
amylynch@smarttech.com
- Name and title of person who will sign the contract
Amy Lynch
Senior Director, Global Education Sales and Professional Develop
- Does the system allow integration for rostering?

☐ Yes ☒ No

If the above answer is yes, how is it completed?

The following pages contain an example that will serve as a guide for the company's IT team; these items are known as data tables or data dictionaries.

PSD must have specific information from the company in a separate document, which will become an exhibit to the contract. Links to online privacy policies will not be accepted; these policies must be transparently identified in a static document.

What Student Data is collected through the use of the system?

Data Collected	General Purpose of Data Collection
Access Time	User research to improve the experience & provide technical support
Assessment Scores	Used for teacher data collection
Badges Earned	Used for teacher data collection
Browser Type	User research to improve the experience & provide technical support
Browser Version	User research to improve the experience & provide technical support
Contest Points	Used for teacher data collection
Device ID	User research to improve the experience & provide technical support
Device Type & OS	User research to improve the experience & provide technical support
Game Time Earned	Used for teacher data collection
IEP Progress Percentage	Used for teacher data collection
IEP Standards Passed	Used for teacher data collection
IP Address	User research to improve the experience & provide technical support
Lesson Questions Correct/Incorrect	Used for teacher data collection
Lesson Scores	Used for teacher data collection
Machine Model	User research to improve the experience & provide technical support
Operating System	User research to improve the experience & provide technical support
Placement test scores	Used for teacher data collection
School Address	Required to support product functionality
School Fax Number	Optional
School Leader Email Address	Optional
School Leader First & Last Name	Optional
School Leader Password	Optional
School Leader Role	Optional
School Name	Required to support product functionality
School Phone Number	Required to support product functionality
Standard Mastery Percentage	Used for teacher data collection
Standards Mastered	Used for teacher data collection
Student Answers on Lesson	Used for teacher data collection
Student First & Last Name	Required to support product functionality
Student Grade Level	Required to support product functionality
Student ID number	Optional

Student Password	Required to support product functionality
Student Username	Required to support product functionality
Teacher Email Address	Required to support product functionality
Teacher First & Last Name	Required to support product functionality
Teacher Password	Required to support product functionality
Time on Lesson	Used for teacher data collection
Time Spent in Subjects	Used for teacher data collection
Time Spent on individual problems	Used for teacher data collection

What third-parties does the vendor partner with? Who may receive Student Data in any format?

Vendor	URL	Description
Rackspace	rackspace.com	Web hosting
Amazon AWS	aws.amazon.com	Web hosting
Wormly	wormly.com	Alerts and monitoring
Realtime	framework.realtime.com	Cloud based realtime messaging
Twilio	twilio.com	SMS messaging
Sendgrid	sendgrid.com	Email delivery
Mailchimp	mailchimp.com	Email list management
Clever	clever.com	Student rostering
Edmodo	edmodo.com	Student rostering
Oneroster	oneroster.com	Student rostering
Freshdesk	freshdesk.com	Customer support
Google Classroom	developers.google.com/classroom	Student rostering
Salesforce	salesforce.com	CRM

Exhibit B



Bluum of Minnesota
1771 Energy Park Drive
Suite 100
St. Paul MN 55108
800-933-7337 | 612-331-5500
www.bluum.com

Quote

#360224

03/04/2025

Bill To

Accounts Payable
Poudre School District R-1
2407 LaPorte Avenue
Fort Collins CO 80521

Ship To

Kelly Shank
Poudre School District
1502 S. Timberline Rd
Fort Collins CO 80524

Memo:

Expires	Sales Rep	Contract	Terms
07/03/2025	593 Ashley DeVriendt		Net 30

Qty	Item	MFG	Price	Ext. Price
169	ED-SW-1 SMART Learning Suite, 1 year subscription **Smart Key Required for Subscription Extension** Lumio Standard Plan & SMART Notebook Plus, 1 year subscription	SMART	\$32.70	\$5,526.30

****Bluum provides professional development from former educators who are committed to providing world class instructional training. With the purchase of educational technology, we recommend including PD to ensure effective adoption. Ask about our getting started package, 3-hour remote and 6-hour onsite training.**

Subtotal	\$5,526.30
Tax Total	\$0.00
Shipping Cost	\$0.00
Total	\$5,526.30

Thank you,

Ashley DeVriendt

E: ashley.devriendt@bluum.com

bluum.com



360224



Quote

Bluum of Minnesota
1771 Energy Park Drive
Suite 100
St. Paul MN 55108
800-933-7337 | 612-331-5500
www.bluum.com

#360224

03/04/2025

To accept this quotation, sign here : _____

Printed Name/Title/Date : _____

Shipping and Billing Address listed on quote are accurate : ☐ Yes ☐ No

This document is subject to the terms and conditions found here: www.bluum.com/terms-conditions. For quotes over \$25,000 a Purchase Order is required, please reference this quote number on your PO. If purchasing via credit card a 2.5% surcharge fee will apply. For questions please contact your Bluum Account Representative.

Please inspect product upon delivery. All claims for defective merchandise or errors in shipping must be made within five days after receipt of goods. Returns require an authorization number and must be made within 30 days. A minimum 25% restocking fee may apply with the exception of out of box failures and replacements under warranty.



360224

Exhibit C

Accessibility for e stude



ive instruction.

arning tool that supports Universal Design for Learning b
ollaborative learning experiences that engage students

udents including those with varying abilities and needs
ademic and social participation at home or at school. It o
ltiple means of representation and expression as well a
n, practice, and show their learning.

iple forms of providing feedback, both instantaneous t
eeform teacher provided responses, so students can ge
they need it.

possibility

bility

possibility

munication tools

for active learning

ing and social-

arning



accessible for all students.

- **Deliver lessons to student devices.** Teachers can deliver lessons from the front of room display, while simultaneously displaying annotations on student devices in real time. This allows for mobility challenges can follow along.
- **Supports the hardware accessibility features.** The platform is agnostic, web-based interface allows students to use their existing accessibility hardware.
- **Teacher and student-paced delivery modes.** The platform supports the lesson material, benefiting students with different learning styles. Delivery to allows students to navigate the flow of the lesson and opportunities to review content and understand concepts.
- **Support for synchronous and asynchronous learning.** The platform allows students to access and participate anytime with easy to access content. Teachers can deliver a lesson or click a teacher's shared link to collaborate anytime outside of class. This allows students to review content, and continue their learning.



all challenges, can follow along, interact and contribute to the lessons

mentative and alternative communication (AAC) for
can engage with text easier. Integration with
translation, contrast, and additional text accessibility
ents. Students can display the text with different colors
picture to support aided language simulation. Build
ding comprehension, and increase fluency for English
ate more equitably.

audio to accompany any lesson page, providing
upport learning, and lesson recall for students with

. Students can easily zoom in on content for better
tudents to navigate and review the file independently,
y content and understand the material deeper at their

eatures students already use. Lumio is web-based and
o use their existing visual accessibility devices.

Lessons can provide greater visual support with video,



- 
- A hand is shown reaching out from the bottom left towards a large, purple, abstract, cloud-like shape that occupies the lower right portion of the page. The background is white.
- **Integration with Immersive Reader.** With text-to-speech, accessibility features Lumio's integration with Immersive Reader builds confidence for developing readers, helping all students participate.
 - **Flexible ways to show student learning.** Lumio's student response tool offers multiple means of action and expression so they can take ownership of their knowledge in a way that works for them, move at their own pace, and share with students. Students can communicate with auditory, communication and other related means. Lumio's communication (AAC) in accordance with the participation of all students.
 - **Flexible ways provide digital feedback.** For students with diverse needs, Lumio lets teachers see each student's work with the click of a button. Lumio provides a digital format to fit each student's learning needs. More than 100 different digital formats are available. Lumio lets you give individualized feedback like notes, questions, and more. Lumio also lets you give individualized feedback like notes, questions, and more.

work with others with collaborative workspaces. Whether a student-led group activities, collaboration in Lumio can be comfortably. Students can work in pairs, in small groups. This allows students to see the teacher, or their peers, and receive guidance supporting Aided Language Communication.

Support instant brainstorming and collaboration. Students can participate with text and images to create a story or a presentation. This is a great way to differentiate so students with social, emotional, and communication needs can share.

World and learning. Nonverbal students may struggle to express their needs, questions, thoughts and learnings with words. Visual aids and communication tools can help to close that communication gap.

Ready use. Apps like [Proloquo2go](#) and [Dynavox](#) were designed for students who have limited or no speech with an alternative

help them take charge of their learning while clearly demonstrating

Enable Peer-to-peer and small group work: Create an environment where students can collaborate in small groups to share ideas, connect with prior knowledge, and think critically about their reading helps develop the skills they need to succeed.

- **Allow for easier differentiation.** Lumio lets teachers remix resources for groups of students according to their needs, saving them time building and compiling.

- **Student-paced learning.** Lumio lets teachers move from teacher-based to student-paced anytime during delivery and conduct mini-lessons based on each group's ability.

- **Help students read critically together.** Lumio's collaborative workspaces let students collectively read and mark up texts. Groups can create visual

Empower

develop
better re

• **Equit**

Read

reade

increa

• **Give**

respo

highli

image

• **Get s**

Provi

io lessons, allowing students to
I share their voice.

ons with interactive activities. Shout
students share contributions and
customize games create team

nd at home, with collaborative
r ideation and co-creation.

ment skills by offering students
le means of engagement that tap
terials, media, and learning paths
avigate the lesson on their own,
eir own direction and allows
| levels of work depending on their

high-impact teaching practices. Its
ities into Lumio lessons with

