

**SOFTWARE SERVICES AGREEMENT
BETWEEN WAYSIDE PUBLISHING
AND POUFRE SCHOOL DISTRICT R-1**

This Software Services Agreement (“Agreement”) is entered into this 31st day of May, 2024, by and between Poudre School District R-1 (the “District”) and Wayside Publishing (the “Contractor”). The District and the Contractor are 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 of Agreement.

1.1. This Agreement shall commence on May 31, 2024, and continue through and including May 30, 2025. The Agreement, at the option of the District, may be extended for up to four (4) additional one-year terms, upon a written mutually agreed upon amendment for each one-year term.

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. **Termination For Cause.** Notwithstanding the provisions of section 1.1 and 1.2 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 seven (7) 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. **Termination Without Cause.** Notwithstanding the provisions of sections 1.1, 1.2 and 1.3 above, the District or the Contractor may terminate this Agreement at any time in its sole discretion for any reason, with or without cause, by giving the other party thirty (30) days’ advance written notice of the termination.

2. Deliverables and Purchase Price.

The Contractor shall make its software available for use in the District, in accordance with the scope of work set forth in the attached Exhibit B (hereinafter the “Services”).

2.1. The pricing for all Services under this Agreement shall not exceed that as set forth in the attached Exhibit B, due and payable thirty (30) days from receipt of Contractor’s invoice.

2.1.1. Additional Services purchases shall not exceed the pricing outlined in Exhibit B.

2.2. 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.

2.3. Fulfillment of Services under the terms and conditions set forth in this Agreement shall be exclusively through the issuance of a District purchase order.

2.4. Contractor shall maintain compliance with federal, state and local laws as pertains to accessibility for persons with disabilities, including but not limited to Colorado House Bill 21-1110, for the length of the Agreement and all extensions.

2.5. **Invoicing.** The District utilizes an online vendor portal to collect, validate, and manage vendor information, including but not limited to tax identification verification, sanction monitoring, receipt of W9 and other required forms. Prior to the issuance of a purchase order or payment, the Contractor will be required to complete the online registration process through the online vendor portal, which shall include the Contractor providing all required documentation, and receiving approval of the submission of all documentation, including but not limited to, taxpayer identification number and bank account verification.

2.5.1 Contractor will provide invoices for the Services at the rate specified in 2.1. Invoices for Services provided shall be submitted directly to the District's accounts payable department within thirty (30) days of completion of Services. Invoices for such Services shall include (a) date on which Services were provided, (b) the District Location for which the Service were provided, (c) details of Products delivered, (d) and if issues, a purchase order number.

2.5.2 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.

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

2.5.4 All invoices must be submitted within 30 days of fiscal year end June 30 and may not include items received by the District outside of the fiscal year July 1 – June 30.

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

2.5.6 The District is a political subdivision of the State of Colorado and considered a governmental entity for tax classification purposes. The District is exempt from city, county, and state sales tax. The District's state tax exempt number is 98-03335 and the District's Federal Tax Identification Number (TIN) is 84-6013733.

2.5.7 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 the Governmental Accounting Standards Board ("GASB") issued GASB Statement No. 87, Leases.

2.6. The Contractor grants the District a non-exclusive, non-transferable, non-sublicensable license to access and use, and permit authorized users to access and use the Services solely in the United States during the term of the Agreement.

2.7. 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 of 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.

2.8. 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.

2.9. 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 this 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 such as the Contractor.

3.3. As used in this Agreement, “confidential student records and information” is defined as education 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”) SP 800-88 Guidelines for Media Sanitization, 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 years 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; and/or (b) any use or disclosure of student personally identifiable 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 Contract 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 and information.

6.4. Contractor and Subcontractors shall promptly furnish to the District upon request all confidential student records and information they have collected and/or generated and not in the District's possession. Such requests may include but shall not be limited to those made in order to respond to parent/guardian and eligible student requests to inspect and review education records as authorized under the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g ("FERPA") and/or under the Colorado Open Records Act, C.R.S. §§ 24-72-200.1 *et seq.* ("CORA"). The District, not the Contractor or Subcontractors, shall respond to all parent/guardian and eligible student requests to inspect and review records, data and other information.

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 Contract 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 a 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 service 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 Contract, regardless of whether the data elements are 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 Standards for Individuals with a Disability. The Contractor shall comply with the Services provided under this agreement, Exhibit C, and 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 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 or 7 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 protection against malware and viruses upon connection to the District network.

10.5 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.

11. 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 e-mail to the other party via the e-mail address set forth below.

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

Wayside Publishing
Attn: Bridgett Ball
2 Stonewood Drive
Freeport, ME 04032
Email: Bball@waysidepublishing.com

12. 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. 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 Certificate to: 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 11 shall not reduce the indemnification liability that Contractor has assumed in section 12.

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.

13. 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.

14. 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

Constitution or Governmental Immunity Act, C.R.S. §§ 24-10-101 *et seq*, as now or hereafter amended.

15. General Provisions.

15.1 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.

15.2 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.

15.3 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.

15.4 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.

15.5 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 this Agreement shall prevail.

15.6 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 failure to perform or to comply by the Contractor.

15.7 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.

15.8 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.

15.9 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.

15.10 Severability Clause. Should any provision of this Agreement be determined to be void, invalid, unenforceable or illegal for whatever reason, such provision(s) shall be null and void; provided, however, that the remaining provisions of this Agreement shall be unaffected thereby and shall continue to be valid and enforceable.

15.11 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.

15.12 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.

15.13 Headings. The headings used in this Agreement are for convenience only and shall have no effect upon the construction or interpretation of this Agreement.

15.14 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.

15.15 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.

15.16 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.

WAYSIDE PUBLISHING

By: 

Greg Greuel
President

POUDRE SCHOOL DISTRICT

By: Amanda Kreiger

Amanda Kreiger
Director of Curriculum & Instruction

By: R David Montoya

R. David Montoya
Chief Finance Officer

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.
Learning site content, curriculum, and materials for student language instruction.

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.

<i>Student</i>	<i>Teacher</i>	<i>Admin</i>	<i>Meta Data</i>
Course grade	ame		IP address
School enrollment			Use of cookies
mail			
Scheduled course			
Username, name, password, Local ID number			

3. What is the purpose of collecting student data?

To provide Learning Site service/product in accordance with obligations arising from contract agreement.

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

Amazon Web Services

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

Storage of encrypted data

6. Please provide:

Current quote (if available)

\$2,568

Tiered pricing for future purchases

None

Name and email for contract notices

Bridgett Ball

Bball@waysidepublishing.com

888-302-2519

Name and title of person who will sign the contract

Greg Greuel

President, Wayside Publishing

Does the system allow integration for rostering?

Yes No

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

This is done by connecting school systems, like the Student Information System (SIS) and/or Learning Management Systems (LMSs), with Learning Site, allowing for easy exchange of this data.

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
On roster	oneroster.com	Student rostering
Freshdesk	freshdesk.com	Customer support
Google Classroom	developers.google.com/classroom	Student rostering
Salesforce	salesforce.com	CRM

SCHEDULE OF DATA TO BE COLLECTED FOR LEARNING SITE ACCESS

Category of Data	Elements	Check if Used by Your System
Application Technology meta Data	Ip Addresses of users, Use of cookies, etc.	X
	Other application technology meta data-Please specify:	
Application Use Statistics meta data on user interaction with application		
Assessment	Standardized test scores	
	Observation data	
	Other assessment data-Please specify: Course grade	X
Attendance	Student school (daily) attendance data	
	Student class attendance data	
Communications	Online communications captured (emails, blog entries)	
Conduct Conduct or behavioral data		
Demographics	Certificate of Birth	
	Place of Birth	
	Gender	
	Ethnicity or race	
	Language information (native, or primary language spoken by student)	
	Other demographic information-Please specify:	
Enrollment	Student school enrollment	X
	Student grade level	
	Homeroom	
	Guidance counselor	

	Specific curriculum programs	
	Year of graduation	
	Other emollment information-Please specify:	

Category of Data	Elements	Check if Used by Your System
Parent/Guardian Contact Information	Address	
	Email	
	Phone	
Parent/Guardian ID	Parent ID number (created to link parents to students)	
Parent/Guardian Name	First and/or Last	
Schedule	Student scheduled courses	X
	Teacher names	X
Special Indicator	English language learner information	
	Low income status	
	Medical alerts/ health data	
	Student disability information	
	Specialized education services (IEP or 504)	
	Living situations (homeless/foster care)	
	Other indicator information-Please specify:	
Student Contact Information	Address	
	Email - School email address only	X
	Phone	
Student Identifiers	Local (School district) ID number	X
	State ID number	
	Provider/App assigned student ID number	
	Student app username	X
	Student app passwords	X
Student Name	First and/or Last	X
Student In App Performance	Program/application performance (typing program-student types 60 wpm, reading program-student reads	

	below grade level)	
Student Program Membership	Academic or extracurricular activities a student may belong to or participate in	
Student Survey Responses	Student responses to surveys or questionnaires	
Student work	Student generated content; writing, pictures, etc.	X
	Other student work data -Please specify:	

Category of Data	Elements	Check if Used by Your System
Transcript	Student course grades- Enrolled course(s) only	X
	Student course data	
	Student course grades/ performance scores	
	Other transcript data - Please specify:	
Transportation	Student bus assignment	
	Student pick up and/or drop off location	
	Student bus card ID number	
	Other transportation data - Please specify:	

Other	Please list each additional data element used, stored, or collected by your application:	
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Exhibit B



2 Stonewood Drive
Freeport, ME 04032

Phone: (888) 302-2519
Fax: (888) 302-2519
info@waysidepublishing.com
www.waysidepublishing.com
TIN: 27-1825295

Quote

Quote #: Q-148312
Date: 1/26/2024
Expiration Date: 5/25/2024

Quote To:

Poudre School District R-1
Attn:
2407 LaPorte Ave
Ft. Collins, CO 80521
US

Ship To:

Poudre School District R-1
Attn: Mary Beth Johnson
2407 LaPorte Avenue
Ft. Collins, CO 80524
US

German Student Licenses

QTY	ISBN	DESCRIPTION	SUBSCRIPTION LENGTH {Years}	LIST PRICE	EXTENDED PRICE
48	9781944876623	Neue Blickwinkel, 2nd Edition, Digital (FlexText + Explorer) (ISBN:9781944876623)		\$3,209.76	\$2,568.00
German Student Licenses TOTAL:					\$2,568.00

German Teacher Licenses

QTY	ISBN	DESCRIPTION	SUBSCRIPTION LENGTH {Years}	LIST PRICE	EXTENDED PRICE
	9781944876630	Neue Blickwinkel, 2nd Edition, Teacher Digital Package (Teacher FlexText + Student FlexText + Explorer) (ISBN:9781944876630)		\$74.60	\$0.00
German Teacher Licenses TOTAL:					\$0.00

TOTAL: \$2,568.00

Notes:

Customer Return Policy:

If there is a defective, damaged, or incorrect product, please immediately contact Customer Support at (888) 302-2519. The purchaser has 30 days from the date of receipt to make a claim on items received in damaged condition.

To return Digital Products for a refund to your original payment method, they must be un-activated and returned within 30 days of the invoice date. Digital Products are not eligible to return after 30 days from the invoice date.

To return Print titles and Print and Digital Packages for a refund to your original payment method, you must ship your return within 30 days of the invoice date. Returns made after 30 days, and up to 90 days after the invoice date, will have a 10% restocking fee applied, and your refund will be credited to your Wayside account in the form of a credit memo. Print titles must be new, unmarked, and in salable condition. Entire Print and Digital packages must be returned with digital codes un-activated; partial returns of a Package will not be accepted. Returns must be accompanied by a copy of the invoice. Original and return shipping costs are the responsibility of the purchaser. Exchanges will require a purchase order for the new product.

Click below to read our complete Privacy Policy:
<https://www.waysidepublishing.com/privacy-policy>

Exhibit C

Wayside Publishing

Accessibility Conformance Report

WCAG Edition

(Based on VPAT®Version 2.4)

Name of Product/Version: learningsite.waysidepublishing.com

Report Date: January 5, 2024

Product Description: With Wayside products, students learn languages and develop an awareness of other peoples and cultures. Beyond that, our programs help students gain confidence in assessing their own learning.

Contact Information: Catrina Belcher; cbelcher@audioeye.com

Notes: BoIA performed manual testing of the WCAG 2.1 A/AA checkpoints on pages in scope as well as conducted use case testing to check how usability is affected by accessibility.

Evaluation Methods Used: Manual WCAG 2.1 testing performed by two subject matter experts using best practices, screen reader software and various tools including color contrast checker.

Applicable Standards/Guidelines

This report covers the degree of conformance for the following accessibility standard/guidelines:

Standard/Guideline	Included In Report
<u>Web Content Accessibility Guidelines 2.0</u>	Level A (Yes) Level AA (Yes) Level AAA (No)
<u>Web Content Accessibility Guidelines 2.1</u>	Level A (Yes) Level AA (Yes) Level MA (No)

Terms

The terms used in the Conformance Level information are defined as follows:

- **Supports:** The functionality of the product has at least one method that meets the criterion without known defects or meets with equivalent facilitation.
- **Partially Supports:** Some functionality of the product does not meet the criterion.
- **Does Not Support:** The majority of product functionality does not meet the criterion.
- **Not Applicable:** The criterion is not relevant to the product.
- **Not Evaluated:** The product has not been evaluated against the criterion. This can be used only in WCAG 2.0 Level AAA.

WCAG 2.1 Report

Note: When reporting on conformance with the WCAG 2.1 Success Criteria, they are scoped for full pages, complete processes, and accessibility-supported ways of using technology as documented in the [WCAG 2.1 Conformance Requirements](#).

Table 1: Success Criteria, Level A

Notes:

Criteria	Conformance Level	Remarks and Explanations
1.1.1 Non-text Content (Level A)	A	Supports
1.2.1 Audio-only and Video-only (Prerecorded) (Level A)	A	Supports
1.2.2 Captions (Prerecorded) (Level A)	A	Supports
1.2.3 Audio Description or Media Alternative (Prerecorded) (Level A)	A	Supports
1.3.1 Info and Relationships (Level A)	A	Supports
1.3.2 Meaningful Sequence (Level A)	A	Supports
1.3.3 Sensory Characteristics (Level A)	A	Supports
1.4.1 Use of Color (Level A)	A	Supports
1.4.2 Audio Control (Level A)	A	Supports
2.1.1 Keyboard (Level A)	A	Supports
2.1.2 No Keyboard Trap (Level A)	A	Supports
2.1.4 Character Key Shortcuts (Level A 2.1 only)	A	ot Applicable
2.2.1 Timing Adjustable (Level A)	A	Supports
2.2.2 Pause, Stop, Hide (Level A)	A	ot Applicable
2.3.1 Three Flashes or Below Threshold (Level A)	A	ot Applicable
2.4.1 Bypass Blocks (Level A)	A	Supports
2.4.2 Page Titled (Level A)	A	Supports
2.4.3 Focus Order (Level A)	A	Supports
2.4.4 Link Purpose (In Context) (Level A)	IA	Supports
2.5.1 Pointer Gestures (Level A 2.1 only)	IA	ot Applicable
2.5.2 Pointer Cancellation (Level A 2.1 only)	IA	ot Applicable
2.5.3 Label in Name (Level A 2.1 only)	IA	Supports
2.5.4 Motion Actuation (Level A 2.1 only)	A	Not Applicable

Criteria	Conformance Level	Remarks and Explanations
3.1.1 Language of Page (Level A)	A	Supports
3.2.1 On Focus (Level A)	A	Supports
3.2.2 On Input (Level A)	A	Supports
3.3.1 Error Identification (Level A)	A	Supports
3.3.2 Labels or Instructions (Level A)	A	Supports
4.1.1 Parsing (Level A)	A	Partially Supports: There are 3 instances where element IDs are not unique, making it difficult for screen reader users to differentiate between elements. Page: https://stagelearningsite.waysidepublishing.com/classes
4.1.2 Name, Role, Value (Level A)	A	Partially Supports: There are 5 instances where a role with implied hidden content receives focus. Screen readers will ignore any content with a <i>presentation</i> role. If this includes focusable sub-elements, then these will not be announced to the user who might miss out on important information. Page: https://stagelearningsite.waysidepublishing.com/explorer/16128256/settings

Table 2: Success Criteria, Level AA

Notes:

Criteria	Conformance Level	Remarks and Explanations
1.2.4 Captions (Live) (Level AA)	AA	Not Applicable
1.2.5 Audio Description (Prerecorded) (Level AA)	AA	Supports
1.3.4 Orientation (Level AA 2.1 only)	AA	Supports
1.3.5 Identify Input Purpose (Level AA 2.1 only)	AA	Supports
1.4.3 Contrast (Minimum) (Level AA)	AA	Supports
1.4.4 Resize text (Level AA)	AA	Supports
1.4.5 Images of Text (Level AA)	AA	Supports
1.4.10 Reflow (Level AA 2.1 only)	AA	Supports
1.4.11 Non-text Contrast (Level AA 2.1 only)	AA	Supports

Criteria	Conformance Level	Remarks and Explanations
1.4.12 Text Spacing (Level AA 2.1 only)	AA	Supports
1.4.13 Content on Hover or Focus (Level AA 2.1 only)	AA	Supports
2.4.5 Multiple Ways (Level AA)	AA	Supports
2.4.6 Headings and Labels (Level AA)	AA	Supports
2.4.7 Focus Visible (Level AA)	AA	Supports
3.1.2 Language of Parts (Level AA)	AA	Supports
3.2.3 Consistent Navigation (Level AA)	AA	Supports
3.2.4 Consistent Identification (Level AA)	AA	Supports
3.3.3 Error Suggestion (Level AA)	AA	Supports
3.3.4 Error Prevention (Legal, Financial, Data) (Level AA)	AA	Not Applicable
4.1.3 Status Messages (Level AA 2.1 only)	AA	Supports

Table 3: Success Criteria, Level AAA

Notes:

Criteria	Conformance Level	Remarks and Explanations
1.2.6 Sign Language (Prerecorded) (Level AAA)	Not Evaluated	
1.2.7 Extended Audio Description (Prerecorded) (Level MA)	Not Evaluated	
1.2.8 Media Alternative (Prerecorded) (Level AAA)	Not Evaluated	
1.2.9 Audio-only (Live) (Level AAA)	Not Evaluated	
1.3.6 Identify Purpose (Level AAA 2.1 only)	Not Evaluated	
1.4.6 Contrast (Enhanced) (Level AAA)	Not Evaluated	
1.4.7 Low or No Background Audio (Level AAA)	Not Evaluated	
1.4.8 Visual Presentation (Level AAA)	Not Evaluated	
1.4.9 Images of Text (No Exception) (Level AAA)	Not Evaluated	

Criteria	Conformance Level	Remarks and Explanations
2.1.3 Keyboard (No Exception) (Level AAA)	Not Evaluated	
2.2.3 No Timing (Level AAA)	Not Evaluated	
2.2.4 Interruptions (Level AAA)	Not Evaluated	
2.2.5 Re-authenticating (Level AAA)	Not Evaluated	
2.2.6 Timeouts (Level AAA 2.1 only)	Not Evaluated	
2.3.2 Three Flashes (Level AAA)	Not Evaluated	
2.3.3 Animation from Interactions (Level AAA 2.1 only)	Not Evaluated	
2.4.8 Location (Level AAA)	Not Evaluated	
2.4.9 Link Purpose (Link Only) (Level AAA)	Not Evaluated	
2.4.10 Section Headings (Level AAA)	Not Evaluated	
2.5.5 Target Size (Level AAA 2.1 only)	Not Evaluated	
2.5.6 Concurrent Input Mechanisms (Level AAA 2.1 only)	Not Evaluated	
3.1.3 Unusual Words (Level AAA)	Not Evaluated	

3.1.4 Abbreviations (Level AAA)	Not Evaluated	
3.1.5 Reading Level (Level AAA)	Not Evaluated	
3.1.6 Pronunciation (Level AAA)	Not Evaluated	
3.2.5 Change on Request (Level AAA)	Not Evaluated	
3.3.5 Help (Level AAA)	Not Evaluated	
3.3.6 Error Prevention (All) (Level AAA)	Not Evaluated	

Legal Disclaimer (Company)

Include your company legal disclaimer here, if needed

Signature: *Amanda J Kreiger*

Amanda J Kreiger (Aug 7, 2024 16:12 MDT)

Email: akreiger@psdschools.org

Signature: *R David Montoya*

Email: davem@psdschools.org