FIFTH AMENDMENT TO SOFTWARE SERVICES AGREEMENT
BETWEEN NEWSELA INC.
AND POUDRE SCHOOL DISTRICT R-1

This Fifth Amendment ("Fifth Amendment") effective as of the 8th day of April, 2025 ("Effective Date"), is attached to and forms part of the Software Services Agreement between Poudre School District R-1 (the "District") and Newsela Inc. (the "Contractor"), May 27, 2020, the First Amendment to the contract executed July 19, 2021, the Second Amendment to the contract executed June 1, 2022, the Third Amendment to the contract executed August 6, 2023, and the Fourth Amendment to the contract executed August 1, 2024, each of which are attached and made part of this Fifth Amendment. To the extent that any of the terms or conditions contained in this Fifth Amendment may contradict with any of the terms or conditions of the attached Agreement, the First Amendment, the Second Amendment, the Third Amendment or the Fourth Amendment ("Agreement"), it is expressly understood and agreed that the terms of this Amendment shall take precedence and supersede the attached Agreement. The parties agree to amend the Contract by adding the following language:

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

2. **Term of Agreement.**

   2.1.   At the conclusion of the term dated August 31, 2025, as outlined in section 2 of the Agreement, the District and Contractor elect to extend the term of the Agreement beginning on September 1, 2025 through June 30, 2026.

3. **Amended Responsibilities.**

   3.1.   Exhibit A is deleted hereby in its entirety.

   3.2.   Replace Exhibit A with Contractor's Poudre School District Student Data Information Request 2025 form, hereby attached to this Fifth Amendment and made part of this Agreement.

   3.3.   Exhibit B is deleted hereby in its entirety.

   3.4.   Replace Exhibit B with Contractor's Quote Q-153166, hereby attached to this Fifth Amendment and made part of this Agreement.

   3.5.   Exhibit C is deleted hereby in its entirety.

   3.6.   Replace Exhibit C with Contractor's Accessibility Conformance Report Version 2.4Rev1, hereby attached to this Fifth Amendment and made part of this Agreement.

   3.7.   Section 10.6, Insurance, is deleted hereby in its entirety.

3.8. Add Exhibit D with Poudre School District's Tech Services with PII Insurance Coverage, hereby attached to this Fifth Amendment and made part of this Agreement.

4. **Special Provisions.**

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

5. **General Provisions.**

5.1. **Entire Agreement.** The Agreement and this Fifth Amendment constitute the entire agreement of the parties regarding the subject matter addressed herein and supersedes all prior agreements, whether oral or written, pertaining to said subject matter.

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

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

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

NEWSELA INC.   POUDRE SCHOOL DISTRICT R-1

By:_____*Jose Carrera*_____   By:_____
                                                          Dave Montoya (May 2, 2025 13:18 MDT)

Jose Carrera   R. David Montoya
Chief Executive Officer   Chief Finance Officer/
                                                          Chief Operations Officer

By:_____
                                                          Julie Chaplain (May 2, 2025 13:10 MDT)

                                                          Julie Chaplain, PhD
                                                          Assistant Superintendent

Newela -2025-2026 - Fifth Amendment - ONLY - Vendor Signed

Final Audit Report   2025-05-02

Created:	2025-05-02
By:	Becky Hall (rehall@psdschools.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAp-MYrflbYCt6bH7rnDXnNDds6-JLfb3X

"Newela -2025-2026 - Fifth Amendment - ONLY - Vendor Signed" History

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Agreement completed.
2025-05-02 - 7:18:43 PM GMT

**FOURTH AMENDMENT TO SOFTWARE SERVICES AGREEMENT
BETWEEN NEWSELA
AND POUDRE SCHOOL DISTRICT R-1**

This Fourth Amendment ("Amendment") effective as of the 1st day of August 2024 ("Effective Date"), is attached to and forms part of the Software Services Agreement between Poudre School District R-1 (the "District") and Newsela (the "Contractor"), executed May 27, 2020, the First Amendment to the Agreement executed July 19, 2021, the Second Amendment to the Agreement executed June 1, 2022, and the Third Amendment to the Agreement executed August 6, 2023, each of which are attached and made part of this Amendment. To the extent that any of the terms or conditions contained in this Amendment may contradict with any of the terms or conditions of the attached Agreement, the First Amendment, the Second Amendment or the Third Amendment ("Agreement"), it is expressly understood and agreed that the terms of this Amendment shall take precedence and supersede the attached Agreement. The parties agree to amend the Contract by adding the following language:

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

2. **Term of Agreement.** At the conclusion of the term dated August 31, 2024, as outlined in section 2 of the Agreement, the District and Contractor elect to extend the term of the Agreement beginning on September 1, 2024 through August 31, 2025.

3. **Amended Responsibilities.**

   3.1.   Add Exhibit A with Contractor's PSD Student Data Information Request for Software Services, hereby attached to this Fourth Amendment and made part of this Agreement.

   3.2.   Exhibit B is deleted hereby in its entirety.

   3.3.   Replace Exhibit B with Contractor's Order Form No. Q-138682, hereby attached to this Fourth Amendment and made part of this Agreement.

   3.4.   Add Exhibit C with Contractor's Accessibility Conformance Report, hereby attached to this Fourth Amendment and made part of this Agreement

   3.5.   Within section 9, delete the language which has a strikethrough and replace with the following language which is underlined:

   Poudre School District R-1
   Attn: ~~Tracy Stibitz~~
   2407 LaPorte Avenue
   Fort Collins, CO 80521
   E-mail: ~~tstibitz@psdschools.org~~

-1-

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

4. **<u>Special Provisions.</u>**

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

5. **<u>General Provisions.</u>**

5.1. **<u>Entire Agreement.</u>** The Agreement and this Fourth Amendment constitute the entire agreement of the parties regarding the subject matter addressed herein and supersedes all prior agreements, whether oral or written, pertaining to said subject matter.

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

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

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

NEWSELA   POUDRE SCHOOL DISTRICT R-1

By: *Chris Mezzatesta*   By: *R. David Montoya*

Chris Mezzatesta   R. David Montoya
Chief Customer Officer   Chief Finance Officer

                                                 By: *Dr. Traci Gile*

                                                 Dr. Traci Gile, PhD
                                                 Assistant Superintendent

Exhibit A

Clear Form

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.*

   Newsela Services: Newsela provides content at differentiated consumption levels along with integrated assessments via www.newsela.com (the "Website"), the Newsela mobile application ("App") and any other websites or applications of Newsela, Inc. Services include ongoing upgrading of the consumption level algorithm, communications with teachers and administrators in support of their use of the product, as well as the benefits of related research and development, improvements and supplements supporting the Newsela offerings, the Website and/or the App (collectively, the "Services").

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.*

Student	Teacher	Admin	Meta Data
First name	Name		Browser user agents
Last name	Email		
Email	Grades taught		
in-platform work and responses, including written responses	Subjects taught		
ID	School affiliation		

Class/rostering

In-platform scores

Grade level

Date of birth

1

3. What is the purpose of collecting student data?

Newsela uses student data to operate, maintain and provide Newsela Services, and to make several features and functionality of the Services available to users.

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.*

See Newsela Data Subprocessors ("Exhibit A")

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

Third party partners, otherwise known as subprocessors, are necessary parties that processes data on behalf of Newsela, Inc. to provide our services. Newsela enters into a written agreement with each subprocessor imposing similar or more stringent data privacy and security obligations as required under applicable laws.

6. Please provide:
   - Current quote (if available)

   - Tiered pricing for future purchases

   - Name and email for contract notices

     Chris Frakes, chris.frakes@newsela.com

   - Name and title of person who will sign the contract

     Chris Mezzatesta, Chief Customer Officer

   - Does the system allow integration for rostering?

     ● Yes ○ No

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

     Newsela supports rostering utilizing Clever (as well as OneRoster, Classlink, Canvas, Schoology, and Google Classroom) to provision accounts in Newsela. Support features include nightly bulk account creation and maintenance via Clever or OneRoster v1.1 uploads via SFTP and on-demand rostering via Clever and Classlink Roster. That log file is updated on a daily basis and notes what data was processed, when it was processed, and if there were any errors in processing the 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.

Exhibit A

Newsela Data Subprocessors

Entity Name	Subprocessing Activities	Entity Country
Amazon Web Services, Inc.	Cloud and Data Warehouse Service Provider	United States
Datadog, Inc	Log Analysis and Monitoring	United States
FiveTran Inc.	Pipeline Data Processing Provider	United States
Functional Software, Inc.	Error Detection	United States
Google LLC	Traffic Analytics	United States
Heap Product Analytics	Cloud Analytics Services	United States
Kleene	Pipeline Data Processing Provider	United Kingdom
Loggly	Log Analysis and Monitoring	United States
Looker Data Sciences Inc	Data modeling and visualization platform	United States
Marketo	User Notification Services	United States
Postmark	Email Notification Services	United States
Salesforce	Customer Relationship Management System	United States
Slack Messaging	Internal Notification System	United States
SnapEngage	Customer Support Live Chat	United States
Snowflake Inc.	Data Warehouse Services	United States
Verint	Customer Engagement Platform	United States
Workato	Application Integration Platform	United States

Exhibit B

Order Form

Billing Information:
Billing Frequency: Upfront in full
Payment Terms: Net 30
Billing Schedule: Upon license start date

Order Form No.	Q-138682
Newsela Sales Rep:	Chris Frakes
Contact Email:	chris.frakes@newsela.com
Offer Date:	June 12, 2024
Expiration Date:	August 31, 2024

To:
Kristin Thetford
Poudre School District
2407 Laporte Ave
Fort Collins, CO 80521-2297

Qty	Products/Services	List Price
1	Newsela	$3,000.00
	Contract Total	**$3,000.00**

*See table above or Appendix for Product/Services details and License Dates.

This Order Form and the Terms of Service available here, which are hereby incorporated by this reference, is entered into by and between Newsela, Inc., and its parents, subsidiaries and affiliates, having an office at 169 Madison Ave., #2770, New York, NY 10016 (together "Newsela") and the customer named above, having an office at the address set forth above ("Customer"). All capitalized terms used in this Order Form and not defined herein shall have the meanings ascribed to them in the Terms of Service linked above. This Order Form is subject to the Terms of Service linked above, Newsela's Privacy Policy and, where applicable, any additional Terms and Conditions, or other binding RFP or binding bid signed by and between the Parties (together the "Customer Agreement").

The Customer Agreement constitutes the entire agreement between the parties with regards to this subject matter, and supersedes all written or oral understandings, proposals, bids, offers, purchase or delivery orders, negotiations, agreements or communications of every kind. Additionally, the Customer Agreement specifically supersedes the terms and conditions of any Purchase Order delivered to Newsela after this Customer Agreement is executed and any such terms and conditions shall not be applicable or considered a part of the terms and conditions that govern this engagement. The Customer's internal requirements for Purchase Orders does not relieve Customer of its obligation to pay Newsela for all years included herein. This Customer Agreement and the terms contained therein are intended only for the Customer and should be kept confidential.

Term: The subscription for the above-identified Newsela Products will commence and end as defined above, or in the License Dates Section of the Appendix in this Customer Agreement. By signing this Order Form, the Customer agrees to the pricing per product and quantity breakdowns underlying this Order Form, which will be provided by Newsela upon request at any time and will also be provided on the invoice unless requested otherwise. Failure of the Customer to make

use of the Products during their respective License Dates specified herein will not extend Newsela's obligation to deliver those Products/Services beyond those dates.

Following the Subscription End Date, unless prohibited by law, this Customer Agreement will renew for the Products/Services licensed hereunder for successive periods equal in length to the greater of the Term or 12 months (a 'Renewal Term'). If this Customer Agreement is so renewed, Customer agrees the prices payable for such Renewal Term shall be the prevailing rates then offered by Newsela for the licensed products stated above.

Fees: The Customer agrees to pay the Contract Grand Total set forth above per the Billing Terms noted above upon execution of this Customer Agreement. If a Purchase Order is required, Customer shall submit the Purchase Order to Newsela in accordance with the Billing Information set forth hereinabove by emailing it to billing@newsela.com and including "Customer Agreement No. Q-138682" in the subject line, otherwise a purchase order shall not be required for payment. Service will be suspended at Newsela's discretion if payment is not received by Newsela in accordance with the Billing Terms noted above. Failure of the Customer to use the Products/Services will not relieve Customer of its obligation to pay hereunder.

Prices shown above do not include any state and local taxes that may apply. Any such taxes are the responsibility of the Customer and will appear on the final invoice (if applicable). If the contracting entity is exempt from sales tax, please send the required tax exemption documents immediately to salestax@newsela.com.

Purchase Order Information
If you need a Purchase Order, please fill out the following information.
PO Required:
PO Number:
PO Amount:

Billing Information
Provide the billing service representative to whom the invoice should be addressed.
Bill-To Name:
Bill-To Email:
By initialing here, I agree that the billing details stated above are current and accurate. _____

The individual executing this Customer Agreement has the authority to execute this agreement and bind the Customer, and Newsela has the right to rely on that authorization. The individual executing this Customer Agreement also certifies that there is funding in place for years included herein.

Authorized Signature: Date of Signature:

Appendix

Products/Services Breakdown:

Sites	Product Code	Products/Services	License Dates
1	ATG145	Newsela ELA	09/01/24 - 08/31/25

Product/Service Breakdown Per School:

Line#	Schools	Products/Services	License Dates
1	CACHE LA POUDRE MIDDLE SCHOOL	Newsela ELA	09/01/24 - 08/31/25

Exhibit C

Formative Accessibility Conformance Report

International Edition

Based on VPAT[®] Version 2.4Rev

Name of Product/Version: 1.0

Report Date: December 2022

Product Description: www.formative.com, EdTech site

Contact information: support@formative.com

Notes:

Formative Accessibility Conformance Report

1.0	December 14 2022	Initial WCAG
2.0	December 20 2022	Added Chapter 3, 4 and 5

Evaluation Methods Used: Manual accessibility assessment techniques were used for this internal evaluation of the Formative site. Manual testing using assistive technology was performed on some of the selective pages representative of the application as a whole.

Applicable Standards/Guidelines

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

Standard/Guideline	Included In Report
Web Content Accessibility Guidelines 2.0	Level A (Yes / No

[Web Content Accessibility Guidelines 2.1](#)	Level A (<u>Yes</u> / No) Level AA (<u>Yes</u> / No) Level AAA (<u>Yes</u> / 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.

- **Supports with Exceptions**: 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.

Doc ID: bee2fa878e0042129c0ca40c98a573def478ed09

Formative Accessibility Conformance Report

- EN 301 549: Chapter 9 - Web, Sections 10.1-10.4 of Chapter 10 - Non-Web documents, and Sections 11.1-11.4 and 11.8.2 of Chapter 11 - Non-Web Software (open and closed functionality), and Sections 12.1.2 and 12.2.4 of Chapter 12 — Documentation

- Revised Section 508: Chapter 5 — 501.1 Scope, 504.2 Content Creation or Editing, and Chapter 6 — 602.3 Electronic Support Documentation.

Note: When reporting on conformance with the WCAG 2.x Success Criteria, they are scoped for full pages, complete processes, and accessibility-supported ways of using technology as documented in the WCAG 2.0 Conformance Requirements.

Table 1: Success Criteria, WCAG 2.0 Level A Conformance

Notes: * All 2017 Section 508 Reference:

Criteria	Level	Conformance Level	Remarks and Explanations
1.1.1 Non-text Content **Also applies to:** **2017 Section 508*** **All non-text content that is**	**A**	**Partially Supports**	• Navigation buttons are clearly labeled. • Iconic thumbnails are accompanied by descriptive text upon hover.

Formative Accessibility Conformance Report

presented to the user has a text alternative that serves the equivalent purpose, except in situations listed in WCAG 2.0 1.1.1.			• Closed-Captioning on videos can be generated when available. • Teachers can choose appropriate assessment formats for their classes' characteristics. • Uploaded Images do not support Aria text for written descriptions
1.2.1 Audio-only and Video-only **(Prerecorded)** **Also applies to:** **2017 Section 508*** **All non-text content that is presented to the user has a text alternative that serves the equivalent purpose, except in situations listed in WCAG 2.0 1.1.1.**	**A**	**Partially Supports**	• Closed-Captioning on videos can be generated when available. • Teachers can choose appropriate assessment formats for their classes' characteristics.
1.2.2 Captions (Prerecorded) **Also applies to:** **2017 Section 508*** **Captions are provided for all prerecorded audio content in synchronized media, except when the media is a media alternative for text and is clearly labeled as such.**	**A**	**Supports with Exceptions**	• Closed-Captioning on videos can be generated when available.

Formative Accessibility Conformance Report

Updated automatically every 5 minutes

1.2.3 Audio Description or Media Alternative **(Prerecorded)** **Also applies to:** **2017 Section 508*** **An alternative for time-based media or audio description of the prerecorded video content is provided for synchronized media, except when the media is a media alternative for text and is clearly labeled as such.**	A	**Does Not Support**	● · Remarks pending	
1.3.1 Info and Relationships **Also applies to:** **2017 Section 508*** **Audio description is provided for all prerecorded video content in synchronized media.**	A	**Supports with Exceptions**	● Design semantics allow users to establish content separation during navigation. ● Formative content is presented so that next steps are intuitive for users. ● The site's Interfaces for user actions over dropdown, filters and other components are in direct proximity to the control mechanisms throughout the site	
1.3.2 Meaningful Sequence **Also applies to:** **2017 Section 508*** **When the sequence in which content is**	A	**Supports**	● Formative's pages and content are sequenced to help users through an intuitive experience. ● Interactions are designed to guide users to the next intuitive steps.	

Formative Accessibility Conformance Report

presented affects its meaning, a correct reading sequence can be programmatically determined.

1.3.3 Sensory Characteristics **Also applies to:** **2017 Section 508*** **Instructions provided for understanding and operating content do not rely solely on sensory characteristics of components such as shape, size, visual location, orientation, or sound.**	A	**Supports**	• Formative's site instructions do not rely on one sensory mode. Users are presented with more than one mode of instruction across the majority of the app.
1.4.1 Use of Color **Also applies to:** **2017 Section 508*** **Color is not used as the only visual means of conveying information, indicating an action, prompting a response, or distinguishing a visual element.**	A	**Supports**	• Formative's use of color to communicate meaning is accompanied by text description throughout the site.
1.4.2 Audio Control **Also applies to:** **2017 Section 508*** **If any audio on a Web page plays automatically for more than 3 seconds, either a mechanism is available to pause or stop the audio,**	A	**Supports with Exceptions**	• Automated audio is not a feature of the site. Occasional marketing videos upon sign up, have stop/pause ability

or a mechanism is available to control audio volume independently.

2.1.1 Keyboard
 	
Also applies to:
 	
2017 Section 508*
 	
All functionality of the content is operable through a keyboard interface without requiring specific timings for individual keystrokes, except where the underlying function requires input that depends on the path of the user's movement and not just the endpoints.
	A	**Supports**	• Formative's app can be navigated using keyboard in most part of the site
			
			• Elements of site are navigable using the following shortcuts:
			
			  ○ Tab - Keyboard focus indicator present (Navigate space)
			
			  ○ Arrow Keys - Secondary way to navigation (interior to main element)
			
			  ○ Spacebar - Activate element
			
			  ○ Enter - Select element

2.1.2 No Keyboard Trap Also applies to: **2017 Section 508*** **If keyboard focus can be moved to a component of the page using a keyboard interface, then focus can be moved away from that component**	**A**	**Supports**	• Formative site does not cause a keyboard trap

using only a keyboard interface, and, if it requires more than unmodified arrow or tab keys or other standard exit methods, the user is Advised.

2.1.4 Character Key Shortcuts **Also applies to:** **2017 Section 508***	**A**	**Supports**	• No Formative content uses only letters (including upper- and lower-case letters), punctuation, number, or symbol characters, to implement a short cut.
2.2.1 Timing Adjustable **Also applies to:** **2017 Section 508*** **For each time limit that is set by the content, at least one of the following is true:** **– Turn off: User is allowed to turn off time limit before encountering it; or** **– Adjust: The user is allowed to adjust the time limit before encountering it over a wide range that is at least ten times the length of the default setting; or** **– Extend: The user is warned before time expires and given at least 20 seconds to extend the time limit with a simple action (for example, "press the space bar"), and**	**A**	**Supports**	• Formative's time limit functionality is set by teachers according to the classes' characteristics. Teachers can adjust pause and cancel time limits.

the user is allowed to extend the time

limit at least ten times; or

– Real-time Exception: The time limit is a required part of a real-time event (for example, an auction), and no alternative to the time limit is possible; or

– Essential Exception: The time limit is essential and extending it would invalidate the activity; or

– 20-Hour Exception: The time limit is

longer than 20 hours.

| 2.2.2 Pause, Stop, Hide | A | Supports | • The site does not use any moving, blinking or scrolling information that starts automatically and lasts more than five seconds |

Also applies to:

2017 Section 508*

For moving, blinking, scrolling, or auto-updating information, all of the following are true:

• Moving, blinking, scrolling: For any moving, blinking or scrolling information that (1) starts automatically, (2) lasts

more than five seconds, and (3) is presented in parallel with other content, there is a

mechanism for the user to

pause, stop, or hide it unless the movement, blinking, or scrolling is part of an activity where it is essential; and

• Auto-updating: For any auto-updating information that (1) starts automatically and (2) is presented in parallel with other content, there is a mechanism for the user

to pause, stop, or hide it or to control the frequency of the update unless the auto-updating is part of an activity where it is essential.

2.3.1 Three Flashes or Below Threshold Also applies to: 2017 Section 508* Web pages do not contain anything that flashes more than three times in any one second period, or the flash is below the general flash and red flash thresholds.	A	Supports	• The Formative site does not contain anything that flashes more than three times in any one second period, or the flash is below the general flash and red flash thresholds.
2.4.1 Bypass Blocks Also applies to: 2017 Section 508	A	Supports	• Site allows keyboard navigation to skip repetitive component in header, Progress bar.

● **501 (Web) (Software) — Does not**

apply to non-web software

● **504.2 (Authoring Tool)**

● **602.3 (Support Docs) — Does not**

apply to non-web docs

A mechanism is available to bypass blocks of content that are repeated on multiple Web pages.

2.4.2 Page Titled **Also applies to:** **2017 Section 508*** **Web pages have titles that describe topic** **or purpose.**	A	Supports	● Formative site's page titles are descriptive of the content therein.
2.4.3 Focus Order **Also applies to:** **2017 Section 508*** **If a Web page can be navigated sequentially and the navigation sequences affect meaning or operation, focusable components receive focus in an order that preserves meaning and operability.**	A	Supports	● Focusable components receive focus in an order that preserves meaning and operability. Items with sequential use components tab intuitively from one step to the next.

Formative Accessibility Conformance Report

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2.4.4 Link Purpose (In Context) **Also applies to:** **2017 Section 508*** **The purpose of each link can be** **determined from the link text alone or** **from the link text together with its** **programmatically determined link context,** **except where the purpose of the link** **would be ambiguous to users in general.**	**A**	**Supports**	● The purpose of each link can be determined from the link text alone or from the link text together with its programmatically determined link context throughout the Formative site.
2.5.1 Pointer Gestures	**A**	**Supports**	● Formative site functionality that uses multipoint or path-based gestures for operation, can be operated with a single pointer without a path-based gesture. There are no instances where a path based gesture is essential.
2.5.2 Pointer Cancellation	**A**	**Supports**	' For functionality that can be operated using a single pointer, there is either No Down-Event: users can Abort or Undo, perform an Up Reversal, or completing the function on the down-event is essential.

Formative Accessibility Conformance Report

Updated automatically every 5 minutes

2.5.3 Label in Name	A	**Supports with Exceptions**		• Formative user interface components with labels that include text or images of text, the name contains the text that is presented visually, with few exceptions.
2.5.4 Motion Actuation	A	**Supports with Exceptions**		• Formative site functionality that can be operated by device motion or user motion can also be operated by user interface components and responding to the motion can be disabled to prevent accidental actuation, with few exceptions.
3.1.1 Language of Page	A	**Supports**		• Formative page language can be programmatically determined.
3.2.1 On Focus **Also applies to:** **2017 Section 508** **When any component receives focus, it** **does not initiate a change of context.**	A	**Supports**		• Formative's user interface components do not initiate a change of context when they receive focus.
3.2.2 On Input **Also applies to:** **2017 Section 508*** **Changing the setting of any user interface**	A	**Supports**		• Formative's UI components do not change automatically with the change of context.

Doc ID: bee2fa878e0042129c0ca40c98a573def478ed09

component does not automatically cause a

change of context unless the user has been

advised of the behavior before using the

component.

3.3.1 Error Identification Also applies to: 2017 Section 508*	A	Partially Supports	• Formative's input errors that are automatically detected, identifies the item and describes the error in text in parts of the site.
3.3.2 Labels or Instructions Also applies to: 2017 Section 508* Labels or instructions are provided when content requires user input.	A	Supports	• Labels or instructions are provided when content requires user input.
4.1.1 Parsing Also applies to: 2017 Section 508* In content implemented using markup languages, elements have complete start and end tags, elements are nested	A	Supports	• Formative's content implemented using markup languages, elements have complete start and end tags, elements are nested according to their specifications, elements do not contain duplicate attributes, and any IDs are unique, except where the

Formative Accessibility Conformance Report

according to their specifications, elements do not contain duplicate attributes, and any IDs are unique, except where the specifications allow these features.			specifications allow these features.
4.1.2 Name, Role, Value Also applies to: 2017 Section 508* In content implemented using markup languages, elements have complete start and end tags, elements are nested according to their specifications, elements do not contain duplicate attributes, and any IDs are unique, except where the specifications allow these features.	A	Partially Supports	• Formative's UI components can be set by the user can be programmatically set; and notification of changes to these items is available to user agents, including assistive technologies.

Table 2: Success Criteria, WCAG 2.0 Level AA Conformance

Notes: * All 2017 Section 508 Reference:

Criteria	Level	Conformance Level	Remarks and Explanations
1.2.4 Captions (Live) Also applies to: 2017 Section 508* Captions are provided for all live audio content in synchronized media.	AA	**Supports with Exceptions**	• Live audio content is not a feature of the app
1.2.5 Audio Description (Prerecorded) Also applies to: 2017 Section 508* Audio description is provided for all prerecorded video content in synchronized media.	AA	**Does Not Support**	• Remarks pending
1.3.4 Orientation Also applies to: 2017 Section 508*	AA	**Supports**	• Formative's design aims to allow access to content on most common screen types and orientations.
1.3.5 Identify Input Purpose Also applies to:	AA	**Supports with Exception**	• The purpose of each input field collecting information about the user can be

			expected meaning for form input data.
1.4.3 - Contrast (Minimum) Also applies to: 2017 Section 508* The visual presentation of text and images of text has a contrast ratio of at least 4.5:1, except for the following: – Large Text: Large-scale text and images of large-scale text have a contrast ratio of at least 3:1; – Incidental: Text or images of text that are part of an inactive user interface component, that are pure decoration, that are not visible to anyone, or that are part of a picture that contains significant other visual content, have no contrast requirement. – Logotypes: Text that is part of a logo or	AA	Supports	• Formative's site displays in an range of color to create appropriate contrast. The most dense colors are found in text against a background that creates suitable separation and contrast.

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Formative Accessibility Conformance Report

		Exceptions	
Also applies to: 2017 Section 508* Except for captions and images of text, text can be resized without assistive technology up to 200 percent without loss of content or functionality			resized in many instances with the exception of the text content item type.
1.4.5 Images of Text Also applies to: 2017 Section 508* If the technologies being used can achieve the visual presentation, text is used to convey information rather than images of text except for the following: – Customizable: The image of text can be visually customized to the user's requirements; – Essential: A particular presentation of text is essential to the information being conveyed.	AA	Supports	• Formative's design uses text, rather than images of text to convey information .
1.4.10 Reflow Also applies to: 2017 Section 508*	AA	Supports	• Formative's pages are designed to be responsive content and to avoid excess

			dashboard Class cards will decrease in width as a browser windows shrinks however once the browser hits mobile width the content will stop resizing, the cards will stack.
1.4.11 Non-text Contrast Also applies to: 2017 Section 508*	AA	**Supports**	• Formative's visuals within the UI leverage the same principles of contrast for text. This includes promotional banners, menu panels, buttons icons and graphics. • User generated content is sometimes hard to plan for and therefore our interface elements that are leveraged in proximity or on top of user content should maintain enough contrast no matter what user content is at play
1.4.12 Text Spacing Also applies to: 2017 Section 508*	AA	**Supports**	• Formative's UI leverages native font spacing as much as possible.
1.4.13 Content on Hover or Focus Also applies to: 2017 Section 508*	AA	**Supports**	• Hover states in most parts of the app can be dismissed by using the Keyboard Esc key

			keystrokes.
2.4.5 Multiple Ways Also applies to: 2017 Section 508* More than one way is available to locate a web page within a set of web pages except where the web page is the result of, or a step in, a process.	AA	**Partially Supports**	• Formative's site provides a search mechanism • Site links pages in a sequential rationale to some extent, opportunity for additional linking between pages
2.4.6 Heading and Labels Also applies to: 2017 Section 508 Headings and labels describe topic or purpose	AA	**Supports with Exceptions**	• Formative's headings and labels describe topic or purpose consistently throughout site.
2.4.7 Focus Visible Also applies to: 2017 Section 508* Any keyboard operable user interface has a mode of operation where the keyboard focus indicator is visible.	AA	**Supports with Exceptions**	• Formative's keyboard operable user interface has a mode of operation where the keyboard focus indicator is visible, with few exceptions.
3.1.2 Language of Parts Also applies to: 2017 Section 508* The human language of each passage or phrase in the content can be programmatically	AA	**Supports with Exceptions**	• Formative provides a site where the language of a passage or phrase in the content can be programmatically determined except for proper names, technical terms, words of indeterminate language, and

vernacular of the immediately surrounding text.			fall outside this rule.
3.2.3 Consistent Navigation Also applies to: 2017 Section 508 apply to non-web docs Navigational mechanisms that are repeated on multiple web pages within a set of web pages occur in the same relative order each time they are repeated, unless a change is initiated by the user. Supports	**AA**	**Supports with Exceptions**	- Formative's navigation patterns remain consistent across various positions in the interface in the majority of use cases.
3.2.4 Consistent Identification Also applies to: 2017 Section 508* Components that have the same functionality within a set of web pages are identified consistently.	**AA**	**Supports with Exceptions**	- Formative's icons and icon labels carry the same meaning across the app. Labels are used as frequently as possible to assist with communication in contextual changes.
3.3.3 Error Suggestion Also applies to: 2017 Section 508* Labels or instructions are provided when	**AA**	**Partially Supports**	• Formative input errors that are automatically detected and suggestions for correction are known, provide suggestions to the user, unless it would jeopardize the security or

Also applies to: 2017 Section 508*x For web pages that cause legal commitments or financial transactions for the user to occur, that modify or delete user-controllable data in data storage systems, or that submit user test responses, at least one of the following is true: 1. Reversible: Submissions are reversible. 2. Checked: Data entered by the user is checked for input errors and the user is provided an opportunity to correct them. 3. Confirmed: A mechanism is available for reviewing, confirming, and correcting information before finalizing the submission.				allowing reversals, checks and confirmations.
4.1.3 Status Messages Also applies to:	AA	Supports with Exceptions		• Formative's content implemented using markup languages, status messages

			technologies without receiving focus.

Table 3: Success Criteria, Level AAA

Notes: Formative has not been evaluated for WCAG 2.0 Level AAA conformance.

Section 508 Report

Chapter 3: Functional Performance Criteria (FPC)

Criteria	Conformance Level	Remarks and Explanations
302.1 Without Vision	Supports	Formative uses standard HTML attributes to describe the identity, operation, and state of user interface elements to Assistive Technologies.

			and contrast adjustments.
302.3 Without Perception of Color	Supports		Color is only used as a decorative or supplemental attribute of user interface elements. A textual representation is always used as the primary mechanism for conveying information.
302.4 Without Hearing	Does Not Support		Formative does not include support for its audio-only features that requires hearing to be used.
302.5 With Limited Hearing	Does Not Support		Formative does not provide support for its audio-only features that require hearing to be used.
302.6 Without Speech	Supports with Exception		Formative allows multiple modes of response and

302.7 With Limited Manipulation	Supports	Formative supports standard input mechanisms such as user-provided keyboards and pointing devices. Usage of the product does not require fine motor controls nor simultaneous actions.
302.8 With Limited Reach and Strength	Not Applicable	
302.9 With Limited Language, Cognitive, and Learning Abilities	Supports	

Chapter 4: Hardware

Notes: Formative is a web software application and is not subject to the requirements of this section.

Chapter 5: Software

501.1 Scope Incorporation of WCAG 2.0 AA	See WCAG 2.0 section	See information in WCAG section
502 Interoperability with Assistive Technology		
502.2.1 User Control of Accessibility Features[TL1]		IS Formative a platform software
502.2.2 No Disruption of Accessibility Features	Supports	Formative is compatible with operating system and browser accessibility features configured by the user.
502.3 Accessibility Services		
502.3.1 Object Information	Supports	Formative uses HTML attributes to describe the description of user interface elements to Assistive Technologies.
502.3.2 Modification of Object Information	Supports	Formative uses standard HTML object roles for maximum compatibility with

Headers			attributes to define table structure and relationships, including column and row headers, to Assistive Technologies.
502.3.4 Values	Supports		Formative uses standard HTML object attributes for maximum compatibility with assistive technologies.
502.3.5 Modification of Values	Supports		Formative uses standard HTML object attributes for maximum compatibility with assistive technologies.
502.3.6 Label Relationships	Supports		Formative uses standard HTML attributes to describe label relationships of user interface elements to Assistive Technologies. This includes the use of <label> attributes.
502.3.7 Hierarchical Relationships	Supports		Formative uses standard HTML markup to express hierarchical relationships.

			compatibility with assistive technologies.
502.3.9 Modification of Text	Supports		Formative renders strings as plain text values in HTML for maximum compatibility with assistive technologies.
502.3.10 List of Actions	Supports		Formative uses standard HTML object attributes for maximum compatibility with assistive technologies.
502.3.11 Actions on Objects	Supports		Formative uses standard HTML object attributes for maximum compatibility with assistive technologies.
502.3.12 Focus Cursor	Supports		Formative uses visual changes to elements to indicate the current position of focus.
502.3.13 Modification of Focus Cursor	Supports		Formative uses standard HTML elements with standard cursor

Notification			alert to notify users when a session is about to end. Assistive technologies do not announce this message as an alert, although users may navigate via mouse or keyboard to read the message and choose to extend their session.
502.4 Platform Accessibility Features	{ }		Is Formative a platform software according to 508

503 Applications

503.2 User Preferences	Supports	Formative respects user preferences from platform or OS settings. For example, if a user enables high contrast mode, Formative user interface will display with high contrast.
503.3 Alternative User Interfaces	Not Applicable	Formative does not provide any alternative user interfaces that function as

Formative Accessibility Conformance Report

Captions and Audio Description

503.4.1 Caption Controls	Does Not Support	Formative does not provide capabilities for captioning or defining audio descriptions of user-specified video content.
503.4.2 Audio Description Controls	Does Not Support	Formative does not provide capabilities for captioning or defining audio descriptions of user-specified video content.

504 Authoring Tools

504.2 Content Creation or Editing (if not authoring tool, enter)	Not Applicable
504.2.1 Preservation of Information Provided for Accessibility in Format Conversion	Not Applicable

| 504.3 Prompts | Not Applicable |
| 504.4 Templates | Not Applicable |

[TL1]Verify whether formative is considered a platform software

**THIRD AMENDMENT TO SOFTWARE SERVICES AGREEMENT
BETWEEN NEWSELA, INC. AND POUDRE SCHOOL DISTRICT R-1**

This Third Amendment ("Third Amendment") dated the 6th day of August 2023 ("Effective Date"), is attached to and forms part of the Software Services Agreement between Poudre School District R-1 (the "District") and Newsela, Inc. (the "Contractor"), executed May 27, 2020, the First Amendment to the contract executed July 19, 2021 and the Second Amendment to the contract executed June 1, 2022, each of which are attached and made part of this Third Amendment. To the extent that any of the terms or conditions contained in this Third Amendment may contradict with any of the terms or conditions of the attached Software Services Agreement, the First Amendment or the Second Amendment ("Agreement"), it is expressly understood and agreed that the terms of this Amendment shall take precedence and supersede the attached Agreement. The parties agree to amend the Contract by adding the following language:

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

2. **Term of Agreement.** At the conclusion of the term dated August 31, 2023, as outlined in section 1.1 of the Agreement, the District and Contractor elect to extend the term of the Agreement beginning on September 1, 2023, through August 31, 2024.

3. **Amended Responsibilities.**

    3.1.   Exhibit B is deleted hereby in its entirety.

    3.2.   Replace Exhibit B with Contractor's Customer Agreement Q-94204 hereby attached to this Third Amendment and made part of this Agreement.

4. **Special Provisions.**

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

5. **General Provisions.**

    5.1.   **Entire Agreement.** The Agreement and this Third Amendment constitute the entire agreement of the parties regarding the subject matter addressed herein and supersedes all prior agreements, whether oral or written, pertaining to said subject matter.

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

THE REMAINDER OF THIS AGREEMENT WAS INTENTIONALLY LEFT BLANK

-1-

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

NEWSELA, INC.   POUDRE SCHOOL DISTRICT R-1

By: _Chris Mezzatesta_   By: _R. David Montoya_

Chris Mezzatesta   R. David Montoya
Chief Customer Officer   Chief Finance Officer

                                                 By: _Julie Chaplain_

                                                 Dr. Julie Chaplain
                                                 Assistant Superintendent

Exhibit B

Customer Agreement

Billing Information:
Billing Frequency: Upfront in full
Payment Terms: Net 30
Billing Schedule: Upon license start date

Customer Agreement No.	Q-94204	**To:**
Newsela Sales Rep:	Chris Frakes	Tracy Stibitz
Contact Email:	chris.frakes@newsela.com	Poudre School District
Offer Date:	May 19, 2023	2407 Laporte Ave
Expiration Date:	August 31, 2023	Fort Collins, CO 80521-2297

Qty	Products/Services	List Price
1	Newsela	$3,060.00
	Contract Grand Total	**$3,060.00**

*See table above or Appendix for Product/Services details and License Dates.

The subscription for the above-identified Newsela Products/Services will commence and end as defined above, or in the License Dates Section of the Appendix in this Customer Agreement. By signing this agreement, the Customer agrees to the pricing per product and quantity breakdowns underlying this quote, which will be provided by Newsela upon request at any time and will also be provided on the invoice unless requested otherwise.

Failure of the Customer to make use of the Products/Services during their respective License Dates specified herein will not extend Newsela's obligation to deliver those Products/Services beyond those dates.

Following the Subscription End Date, unless prohibited by law, this Customer Agreement will renew for the Products/Services licensed hereunder for successive periods equal in length to the greater of the Term or 12 months (a 'Renewal Term'). If this Customer Agreement is so renewed, Customer agrees the prices payable for such Renewal Term shall be the prevailing rates then offered by Newsela for the licensed products stated above.

The Customer agrees to pay the Contract Grand Total set forth above per the Billing Terms noted above upon execution of this Customer Agreement. If a Purchase Order is required, Customer shall submit the PO to Newsela in accordance with the Billing Information set forth hereinabove by emailing it to billing@newsela.com and including "Customer Agreement No. Q-94204" in the subject line, otherwise a purchase order shall not be required for payment. Service will be suspended at Newsela's discretion if payment is not received by Newsela in accordance with the Billing Terms noted above. Failure of the Customer to use the Products/Services will not relieve Customer of its obligation to pay hereunder.

This Customer Agreement is subject to Newsela's Terms of Use, Newsela's Privacy Policy and, where applicable, any Terms and Conditions, Master Services Agreement or other binding RFP or binding bid signed by and between the Parties ("Service Contract").

Terms of Use: https://newsela.com/pages/terms-of-use/
Privacy Policy: https://newsela.com/pages/privacy-policy/

The Service Contract constitutes the entire agreement between the parties with regards to this subject matter, and supersedes all written or oral understandings, proposals, bids, offers, purchase or delivery orders, negotiations, agreements or communications of every kind. Additionally, this Service Contract specifically supersedes the terms and conditions of any Purchase Order delivered to Newsela after this Customer Agreement is executed and any such terms and conditions shall not be applicable or considered a part of the terms and conditions that govern this engagement. The Customer's internal requirements for Purchase Orders does not relieve Customer of its obligation to pay Newsela for all years included herein. This Customer Agreement and the terms contained herein are intended only for the Customer and should be kept confidential.

Prices shown above do not include any state and local taxes that may apply. Any such taxes are the responsibility of the Customer and will appear on the final invoice (if applicable). If the contracting entity is exempt from sales tax, please send the required tax exemption documents immediately to salestax@newsela.com.

Notes:
Honoring legacy pricing of $10/student for Newsela Essentials School License.

Cache La Poudre Middle School - 306 Students x $10/Student = $3,060

Purchase Order Information
If you need a Purchase Order, please fill out the following information.
  PO Required:
  PO Number:
  PO Amount:

Billing Information
Provide the billing service representative to whom the invoice should be addressed.
  Bill-To Name: Traci Stibitz
  Bill-To Email: tstibitz@psdschools.org
  By initialing here, I agree that the billing details stated above are current and accurate. _____

The individual executing this Customer Agreement has the authority to execute this agreement and bind the Customer, and Newsela has the right to rely on that authorization. The individual executing this Customer Agreement also certifies that there is funding in place for years included herein.

Authorized Signature:	Date of Signature:

Appendix

School	Products/Services	License Dates
CACHE LA POUDRE MIDDLE SCHOOL	Newsela ELA	09/01/23 - 08/31/24

**SECOND AMENDMENT TO SOFTWARE SERVICES AGREEMENT
BETWEEN NEWSELA, INC. AND POUDRE SCHOOL DISTRICT R-1**

This Second Amendment ("Second Amendment") effective as of the 1st day of June 2022, is attached to and forms part of the Software Services Agreement between Poudre School District R-1 (the "District") and Newsela, Inc. (the "Contractor") executed May 27, 2020 and the First Amendment to the Agreement executed July 19, 2021 ("Agreement"), both of which are attached and made part of this Second Amendment. To the extent that any of the terms or conditions contained in this Second Amendment may contradict with any of the terms or conditions of the attached Agreement, it is expressly understood and agreed that the terms of this Second Amendment shall take precedence and supersede the attached Agreement. The parties agree to amend the Contract by adding the following language:

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

2. **Term of Agreement.**

    2.1. At the conclusion of the term dated August 31, 2022, as outlined in section 1.1 of the Agreement, the District and Vendor elect to extend the term of the Agreement beginning on September 1, 2022 through August 31, 2023.

3. **Amended Responsibilities.**

    3.1. Exhibit B is deleted hereby in its entirety.

    3.2. Replace Exhibit B with Contractor's Customer Agreement Q-79748 hereby attached to this First Amendment and made part of this agreement.

    3.3. The total cost for the Services on the attached Exhibit B is Twelve Thousand, Five Hundred and Fifty-Five Dollars and No Cents ($12,555.00), due and payable by the District thirty (30) days after receipt of Contractor's invoice.

4. **Special Provisions.**

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

5. **General Provisions.**

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

-1-

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

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

NEWSELA, INC.   POUDRE SCHOOL DISTRICT R-1

By:_____   By:_____
Chris Mezzatesta   R. David Montoya
Chief Customer Officer   Executive Director of Finance

By:_____
Scott Nielsen
Assistant Superintendent of Secondary Schools

-2-

Exhibit B

![Newsela logo]

Customer Agreement

Billing Information:
Billing Frequency: Upfront in full
Payment Terms: Net 30
Billing Schedule: Upon Contract Signature

Customer Agreement No.	Q-79748
Newsela Sales Rep:	Tami Valentino
Contact Email:	tami.valentino@newsela.com
Offer Date:	May 23, 2022
Expiration Date:	August 31, 2022

To:
Traci Stibitz
Poudre School District
2407 Laporte Ave
Fort Collins, CO 80521-2297

Qty	Products/Services	List Price
1	Newsela	$12,555.00
	Contract Grand Total	**$12,555.00**

*See table above or Appendix for Product/Services details and License Dates.

The subscription for the above-identified Newsela Products/Services will commence and end as defined above, or in the License Dates Section of the Appendix in this Customer Agreement. By signing this agreement, the Customer agrees to the pricing per product breakdown underlying this quote which will be provided by Newsela upon request at any time and will also be provided on the invoice unless requested otherwise.

Failure of the Customer to make use of the Products/Services during their respective License Dates specified herein will not extend Newsela's obligation to deliver those Products/Services beyond those dates.

Following the Subscription End Date, unless prohibited by law, this Customer Agreement will automatically renew for the Products/Services licensed hereunder for successive periods equal in length to the greater of the Term or 12 months (a 'Renewal Term'), unless either party provides the other party with written notice of cancellation at least thirty (30) days prior to the then current Subscription End Date. Prices in any Renewal Term will increase by up to 10% above the applicable pricing (excluding any One-Time Discounts) in the prior Contract Term, unless Newsela provides notice of different pricing at least 60 days prior to the applicable Renewal Term.

The Customer agrees to pay the Contract Grand Total set forth above per the Billing Terms noted above upon execution of this Customer Agreement. Service will be suspended at Newsela's discretion if payment is not received by Newsela in accordance with the Billing Terms noted above. Failure of the Customer to use the Products/Services will not relieve Customer of its obligation to pay hereunder.

This Customer Agreement is subject to Newsela's Terms of Use, Newsela's Privacy Policy and, where applicable, any Terms and Conditions, Master Services Agreement or other binding RFP or binding bid signed by and between the Parties ("Service Contract").

Terms of Use: https://newsela.com/pages/terms-of-use/
Privacy Policy: https://newsela.com/pages/privacy-policy/

The Service Contract constitutes the entire agreement between the parties with regards to this subject matter, and supersedes all prior written or oral understandings, proposals, bids, offers, negotiations, agreements or communications of every kind. The Customer's internal requirements for Purchase Orders does not relieve Customer of its obligation to pay Newsela for all years included herein. This Customer Agreement and the terms contained herein are intended only for the Customer and should be kept confidential.

Prices shown above do not include any state and local taxes that may apply. Any such taxes are the responsibility of the Customer and will appear on the final invoice (if applicable). If the contracting entity is exempt from sales tax, please send the required tax exemption documents immediately to salestax@newsela.com.

Notes:
Honoring legacy pricing of $9/student for Newsela Essentials School License, and Teacher Licenses of $750/Teacher License.

Cache La Poudre Middle School - 315 Students x 9/Student = $2,835
Boltz Middle School - 580 Students x $9/Student = $5,220
Ft Collins High School - 6 Teacher Licenses x $750/license = $4,500

Total = $12,555

Purchase Order Information
If you need a Purchase Order, please fill out the following information.

PO Required: No
PO Number:
PO Amount:

Billing Information
Provide the billing service representative to whom the invoice should be addressed.

Bill-To Name: Traci Stibitz
Bill-To Email: tstibitz@psdschools.org
By initialing here, I agree that the billing details stated above are current and accurate. _____

The individual executing this Customer Agreement has the authority to execute this agreement and bind the Customer, and Newsela has the right to rely on that authorization. The individual executing this Customer Agreement also certifies that there is funding in place for years included herein.

Authorized Signature: Date of Signature:

Appendix

School	Products/Services	License Dates
FORT COLLINS HIGH SCHOOL	Newsela Essentials - Teacher	09/01/22 - 08/31/23
BOLTZ MIDDLE SCHOOL	Newsela Essentials	09/01/22 - 08/31/23
CACHE LA POUDRE MIDDLE SCHOOL	Newsela Essentials	09/01/22 - 08/31/23

FIRST AMENDMENT TO SOFTWARE SERVICE AGREEMENT
BETWEEN NEWSELA, INC.
AND POUDRE SCHOOL DISTRICT R-1

This First Amendment ("Amendment") dated the 19th day of July 2021, is attached to and forms part of the Software Service Agreement between Poudre School District R-1 (the "District") and Newsela, Inc. (the "Contractor") executed May 27, 2020 ("Agreement"), herby attached and made part of this Amendment. To the extent that any of the terms or conditions contained in this Amendment may contradict with any of the terms or conditions of the attached Agreement, it is expressly understood and agreed that the terms of this Amendment shall take precedence and supersede the attached Agreement. The parties agree to amend the Contract by adding the following language:

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

2. **Term of Agreement.**

   2.1. At the conclusion of the term dated August 31, 2021, as outlined in section 1.1 of the Agreement, the District and Contractor elect to extend the term of the Agreement beginning on September 1, 2021 through August 31, 2022.

3. **Amended Responsibilities.**

   3.1. Exhibit B is deleted hereby in its entirety.

   3.2. Replace Exhibit B with Contractor's 2021-22 quote, hereby attached to this First Amendment and made part of this agreement.

   3.3. The total cost for the Services on the attached Exhibit B is Eleven Thousand, Seven Hundred and Forty-Two Dollars and Seventy-Eight Cents ($11,742.78), due and payable by the District thirty (30) days after receipt of Contractor's invoice.

   3.4. Within section 10.6, delete the language which has a strikethrough and replace with the following language which is underlined:

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

~~practical following the expiration of any required insurance that expires during the term of this Agreement. All communication regarding insurance and certificates of insurance shall be sent to:~~

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

~~Any insurance and/or self-insurance carried by the District is excess of the coverage extended to the District by Contractor. Contractor shall provide at least thirty (30) days' advance written notice to the District prior to cancellation or change of coverage. The insurance requirements specified in this section 10.6, shall not reduce the indemnification liability that Contractor has assumed in section 10.7.~~

~~Commercial General Liability~~
~~a. Each Occurrence Bodily Injury &~~
~~Property Damage $1,000,000~~
~~b. Each Event Personal Injury $1,000,000~~
~~c. Products/Completed Operations Aggregate $1,000,000~~
~~d. General Aggregate $2,000,000~~
~~e. Coverage must be written on an "occurrence" basis~~
~~f. Poudre School District and its elected officials and employees shall be named as additional insureds; copy of policy endorsement must be attached to the Certificate of Insurance.~~

~~Technology Errors & Omissions Liability including Network Security and Privacy Liability~~

~~a. Per Loss $1,000,000~~
~~b. Aggregate Limit $1,000,000~~
~~c. If policy is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Agreement and that either continuous coverage will be maintained, or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Agreement is complete. Contractor shall also maintain such insurance for an additional period of three (3) years following termination of the Agreement.~~
~~d. If policy is written on an occurrence form basis, Contractor shall maintain such insurance for an additional period of one (1) year following termination of the Agreement.~~

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

-2-

the amounts specified or greater if required by law. The District's receipt of a Certificate of Insurance from the Provider with limits and or coverages that do not meet the requirements does not waive the requirements and the Provider 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. Provider shall furnish the District's Director of Records and Risk Management with certificates of the required insurance prior to the District's approval and signing of this Agreement, and with renewal certificates prior to the expiration of any required insurance that expires during the term of this Agreement. Memorandums of Insurance will not be accepted. Certificates of Insurance and all communication regarding insurance shall be addressed to:

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

Any insurance and/or self-insurance carried by the District is excess of the coverage extended to the District by Provider. Provider 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 10.6 shall not reduce the indemnification liability that Provider has assumed in section 10.7.

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 Provider 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

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under this Agreement is completed. Provider 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 Provider's services including denial of service, unless caused by a mechanical or electrical failure.
c. Liability arising from the introduction of a computer virus into, or otherwise causing damage to, a District or third person's computer, computer system, network, or similar computer related property and the data, software, and programs thereon.

4. **Special Provisions.**

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

5. **General Provisions.**

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

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

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

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

NEWSELA, INC.   POUDRE SCHOOL DISTRICT R-1

By: _Chris Mezzatesta_   By: _R David Montoya_

Chris Mezzatesta   R. David Montoya
Chief Customer Officer   Executive Director of Finance

By: _snielsen@psdschools.org snielsen@psdschools.org (Aug 5, 2021 17:15 MDT)_

Scott Nielsen
Assistant Superintendent of Secondary Schools

Exhibit B

![newsela logo]

Customer Agreement

Billing Information:
Billing Frequency: Upfront in full
Payment Terms: Net 30
Billing Schedule: Upon Contract Signature

Customer Agreement No.	Q-52279
Newsela Sales Rep:	Amy Banta
Contact Email:	amy.banta@newsela.com
Offer Date:	April 23, 2021
Expiration Date:	August 31, 2021

To:

Tracy Stibitz
Poudre School District
2407 Laporte Ave
Fort Collins, CO 80521-2297

Qty	School	Products/Services	License Dates	Line Total
6	FORT COLLINS HIGH SCHOOL	Newsela Essentials - Teacher	09/01/21 - 08/31/22	$5,253.78
1	BOLTZ MIDDLE SCHOOL	Newsela Essentials	09/01/21 - 08/31/22	$4,228.00
1	CACHE LA POUDRE MIDDLE SCHOOL	Newsela Essentials	09/01/21 - 08/31/22	$2,261.00
			Contract Total	**$11,742.78**

The subscription for the Products/Services will commence as of the "Subscription Start Date" and continue through the "Subscription End Date" (a "Contract Term"). The Subscription Start Date for this Customer Agreement will be the later of (a) the Target Start Date set forth above, (b) the date on which this Customer Agreement has been executed by the Customer (the "Execution Date") or (c) the invoice date within the "Billing Information" section above. The Subscription End Date for this Customer Agreement will be that date which is the length of the Term after the Subscription Start Date.

Failure of the Customer to make use of the Products/Services during the Contract Term will not extend Newsela's obligation to deliver those Products/Services beyond the Subscription End Date of that Contract Term.

Following the Subscription End Date, unless prohibited by law, this Customer Agreement will automatically renew for the Products/Services licensed hereunder for successive periods equal in length to the greater of the Term or 12 months (a 'Renewal Term'), unless either party provides the other party with written notice of cancellation at least thirty (30) days prior to the then current Subscription End Date. Prices in any Renewal Term will increase by up to 10% above the applicable pricing (excluding any One-Time Discounts) in the prior Contract Term, unless Newsela provides notice of different pricing at least 60 days prior to the applicable Renewal Term.

The Customer agrees to pay the Contract Grand Total set forth above per the Billing Terms noted above upon execution of this Customer Agreement. Service will be suspended at Newsela's discretion if payment is not received by Newsela in

accordance with the Payment Terms noted above. Failure of the Customer to use the Products/Services will not relieve Customer of its obligation to pay hereunder.

This Customer Agreement is subject to Newsela's Terms of Use and Privacy Policy.
Terms of Use: https://newsela.com/pages/terms-of-use/
Privacy Policy: https://newsela.com/pages/privacy-policy/

This Customer Agreement constitutes the entire agreement between the parties and supersedes all prior written or oral understandings, proposals, bids, offers, negotiations, agreements or communications of every kind. This Customer Agreement and the terms contained herein are intended only for the Customer and should be kept confidential.

Prices shown above do not include any state and local taxes that may apply. Any such taxes are the responsibility of the Customer and will appear on the final invoice (if applicable). If the contracting entity is exempt from sales tax, please send the required tax exemption documents immediately to salestax@newsela.com.

Purchase Order Information
If you need a Purchase Order, please fill out the following information.
   PO Required:
   PO Number:
   PO Amount:

Billing Information
Provide the billing service representative to whom the invoice should be addressed.
   Bill-To Name:
   Bill-To Email:
   By initialing here, I agree that the billing details stated above are current and accurate. _____

The individual executing this Customer Agreement has the authority to execute this agreement and bind the Customer and Newsela has the right to rely on that authorization.

Authorized Signature:	Date of Signature:

SOFTWARE SERVICES AGREEMENT
BETWEEN NEWSELA, INC.
AND POUDRE SCHOOL DISTRICT R-1

This Software Services Agreement ("Agreement") is effective as of the 27th day of May 2020, by and between Poudre School District R-1 ("District") and Newsela, Inc. ("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 September 1, 2020 and continue through and including August 31, 2021, unless earlier terminated as provided herein. 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) the Agreement is in effect. In no event, shall the District's obligations under the 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 original term of the Agreement and/or any extensions thereof as provided in section 1.1 and 1.2 above, the District may terminate the Agreement at any time in its sole discretion for any reason, with or without cause, upon written notice served on the Contractor no less than thirty (30) days prior to the date of termination.

2. **Deliverables and Purchase Price.**

    2.1.   The Contractor shall make its online instructional content platform, providing assessments and curriculum alignment for nonfiction news articles and historical texts for use in the District's Poudre Global Academy and Boltz Middle School, in accordance with the scope of work set forth in the attached Exhibit A (hereinafter the "Services").

    2.2.   The total cost for Services as set forth on the attached Exhibit B is Four Thousand, Seven Hundred and Fifty Dollars and No Cents ($4,750.00), due and payable by the District within thirty (30) days of receipt of Contractor's invoice.

    2.3.   Additional District schools may participate in Services under all terms and conditions specified within this Agreement. 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.   Fulfillment of Services under the terms and conditions set forth in this Agreement shall be exclusively through the issuance of a District purchase order.

2.5. Site-based credit cards and/or site-based restricted checks shall not be permitted for payment.

2.6. The Contractor grants the District a non-exclusive, non-transferable, non-sublicenseable 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 Contractor's web-based system under this Agreement requires 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

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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 and 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 Top 20 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 *et seq.* 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 in writing by the District, initiate the process to 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 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.** Contractor is a "school service contract provider" under the Colorado Student Data Transparency and Security Act (the "Act"). 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 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 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.   **Remedies.** If Contractor or Subcontractors fail 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 and any one or more of Subcontractors from future contracts and subcontracts with the District. Excluding any data breach, the District may allow an opportunity to cure a breach within thirty (30) days of written notice.

9.   **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: Tracy Stibitz
2407 LaPorte Avenue
Fort Collins, CO 80521
E-mail: tstibitz@psdschools.org

Newsela
Attn: Alexandra Carmody
475 10th Avenue 4 FL
New York, NY 10019
Email: Alexandra.carmody@newsela.com

10. General Provisions.

10.1. **No Assignment.** Except with respect to its affiliates or a successor entity that may result from corporate merger or acquisition, 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.

10.2. **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.

10.3. **Amendment or Modification.** No amendment or modification of this Agreement shall be valid unless set forth in writing and executed by the District and the Contractor in the same manner and with the same formality as was done for this Agreement.

10.4. **Conflict of Terms.** In the event of a conflict between this Agreement and those of any Exhibit, other terms and conditions, end user license agreements, contractor quotes or privacy policies, the relevant conflicting provisions of this Agreement, shall prevail.

10.5. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado.

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

Poudre School District
Attn: Risk Management
2407 LaPorte Avenue

Fort Collins, CO 80521
Email: risk@psdschools.org

Any insurance and/or self-insurance carried by the District is excess of the coverage extended to the District by Contractor. Contractor shall provide at least thirty (30) days' advance written notice to the District prior to cancellation or change of coverage. The insurance requirements specified in this section 10.6, shall not reduce the indemnification liability that Contractor has assumed in section 10.7.

Commercial General Liability

a.	Each Occurrence Bodily Injury & Property Damage	$1,000,000
b.	Each Event Personal Injury	$1,000,000
c.	Products/Completed Operations Aggregate	$1,000,000
d.	General Aggregate	$2,000,000
e.	Coverage must be written on an "occurrence" basis	
f.	Poudre School District and its elected officials and employees shall be named as additional insureds; copy of policy endorsement must be attached to the Certificate of Insurance.	

Technology Errors & Omissions Liability including Network Security and Privacy Liability

a.	Per Loss	$1,000,000
b.	Aggregate Limit	$1,000,000

c. If policy is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Agreement and that either continuous coverage will be maintained, or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Agreement is complete. Contractor shall also maintain such insurance for an additional period of three (3) years following termination of the Agreement.

d. If policy is written on an occurrence form basis, Contractor shall maintain such insurance for an additional period of one (1) year following termination of the Agreement.

10.7. **Indemnification.** The Contractor shall indemnify and hold harmless the District and the District's Board members, employees, representatives and agents from and against any and all liability arising from any suit, action, grievance, charge or proceeding brought in connection with or related to: (a) the Contractor's operations; (b) the Contractor's provision of the Services; (c) the Contractor's actual or alleged infringement of any third party's patent or copyright; and/or (d) the conduct of any of the Contractor's employees, volunteers, agents or representatives. The indemnification and hold harmless obligation hereunder shall include all attorney fees, costs and expenses incurred by the District and/or the District's Board members, employees, representatives and/or agents in defense of said suits, actions, grievances, charges and/or proceedings. Nothing in this section 10.7 or otherwise in this Agreement shall be

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

NEWSELA, INC.   POUDRE SCHOOL DISTRICT R-1

DocuSigned by:

By: _Chris Mezzatesta_   By: _R David Montoya_
    B4D98E5C0C40438...

Chris Mezzatesta   R. David Montoya
Chief Customer Officer   Executive Director of Finance

                                                 By: _snielsen@psdschools.org snielsen@psdschools.org (Jul 20, 2020 10:32 MDT)_

                                                 Scott Nielson
                                                 Assistant Superintendent of
                                                 Secondary Schools

Exhibit A

NEWSELA

- **Provide a detailed specific description of the product and scope of work to be completed. Descriptions should not include wording such as "most used" or "used by x amount of schools".**
    - Newsela is the best way for students to master nonfiction in any subject. Newsela is adaptive and delivers texts at the appropriate reading level for each and every student. With a teacher account, you can see insights on your students' progress and assignments so you can improve their critical thinking skills and measure their growth in real time.
    - Fort Collins HS currently uses teacher level licensing with Newsela
    - Newsela PRO Teacher License (limited to students of licensed teacher) includes:
        - Limited one-to-one teacher-student relationships for licensed users
        - Teacher Binder access for all licensed users -- assessment tools
        - Writing tools for all licensed users -- Newsela Write and interactive annotation
        - PRO Assign instructions on all assignments
        - Click-to-chat support for all users at support.newsela.com

- **What Student Data is collected through the use of the system?**
    - *List all Student Data that is collected, maintained, generated, or inferred through use of service.*
    - *This includes information created or collected by the company.*

We collect personal information you provide to us, which may include personal information of your students if you provide us with such information. For example, in connection with your use of the Services, you may provide us your name, country, postal code, email address, username, password, and other information, including demographic information and information about your classroom, your school, and your students. We also collect writing by teachers, including but not limited to annotations, feedback and assignment prompts that teachers provide to students using the Services.

We collect any personal information your Child provides to us, including your Child's name, classroom affiliation, username, and password. We also collect information about how your Child interacts with the Services, including the articles that your Child reads, the types of articles your Child has expressed interest in, quiz-related information, responses your Child writes to teacher assignment prompts, how much time your Child spends reading the articles, and other performance related information. We also collect writing by your Child in

NEWSELA

many forms, including but not limited to their annotations and written responses to writing prompts. We may also collect information about your Child provided by your school.

Complete list of what student data points we capture and why:

Data collected:	General purpose of data collection:
Student username and password	Required to support product functionality
Student email address	Optional
Student full name	Optional
Student external ID (e.g. Google Classroom ID), if using a rostering or SSO integration	Allow students to log into Newsela using their Google or Clever credentials
Student's actual grade level	Required to support product functionality
Student's inferred reading level (based on quiz scores)	Required to support product functionality; used to tailor the difficulty of articles that are shown to each student
Classrooms a student belongs to	Required to support product functionality
Browser type, device, access time, IP address, screen size	Required to support product functionality
Articles viewed, including the URL of the article, date and time viewed, length of time spent reading, and whether the article was read independently or assigned by a teacher	Required to support product functionality
Quizzes completed, including date and time, answers submitted, and calculated quiz score	Required to support product functionality
Annotations the student creates on articles they view	Required to support product functionality

NEWSELA

Write responses the student creates on any articles they view	Required to support product functionality
Articles and quizzes that have been assigned to the student by their teacher(s), including the date assigned, whether the student completed the assignment, and any customized instructions added by the teacher	Required to support product functionality
Teacher review of the student's written work, including grades and teacher comments on the student's write responses	Required to support product functionality
Keywords for which the student has searched, and whether they clicked on any of the search results	Required to support product functionality, and to improve the quality of our search results

- **What is the purpose for collecting Student Data?**

We use information collected through our Services, or disclosed by you on our Site or App or in connection with our Services, for the purposes described in our Privacy Policy. For example, we may use your and your student's information to:

- understand your student's performance in relation to others, and to provide you and your student with insight into their performance;
- understand your and your student's preferences and to enhance your and your student's experience and enjoyment using our Site, App, and Services;
- operate, maintain, and improve our Site, App, and Services;
- respond to comments and questions and provide customer service;
- send you related information including confirmations, invoices, technical notices, updates, security alerts, and support and administrative messages;
- customize advertisements and communicate about promotions and other news about Services offered by us;
- protect, investigate, and deter against fraudulent, unauthorized, or illegal activity;
- link or combine with other personal information we get from third parties such as your associated school, to help understand your needs and provide you with better service; and
- provide and deliver products and services that you request.

We will not use your personal information in any way other than in connection with providing the Services, as described in this Policy, as directed by a teacher or school, or upon obtaining your consent.

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- **What third-parties does the vendor partner with, who may receive Student Data in any format?**
  - *This includes storage and vendors receiving encrypted data.*
  - What is the purpose of these third-party partners?

All user data is stored on Amazon Web Services' Relational Database Service (RDS), which is a cloud hosted version of MySQL. Data transmitted from the user to our servers is encrypted over SSL, and Amazon handles encryption of the data layer itself within their data centers, along with physical security of the actual underlying hardware. Users within Newsela are granted access to this data store only on a need-to-have basis, and access control is handled by our operations team.

We use other technologies and analytics services (including Google Analytics) to help analyze how users use the Services. These analytics use cookies, digital images called web beacons and other technological methods to collect and store information such as how often users visit the Services, what features they use, what pages they visit, what emails they open, and what other sites or applications they used prior to and after visiting the Services. We use the information we get from analytics services to improve our Site, App and Services. For clarity, our third party business partners do not have access to Tracking Tools set by Newsela or on our Services except to the extent necessary to provide services to the Services.

If you or your student chooses to log on or otherwise associate the Services with another third party account (for example, a Google Account), we may receive information from that third party site to make it easier for you or your student to create an account on the Services and display relevant content. Any information that we collect from these third party accounts may depend on the privacy settings you or your student has with that third party, so please consult their privacy and data practices. Newsela currently offers integrations with Google Classroom, Clever, and Canvas.

List of current third-party vendors who may receive, track, or store Newsela student data:

Vendor	Purpose
Amazon Web Services	Website and database hosting
Postmark	Email delivery tracking and reporting
GetSentry	Error logging

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Sendgrid	Daily and weekly emails
Google Analytics	Web site traffic analysis
Tableau	Data visualization
Birst	Data visualization
Chart.io	Data visualization
Salesforce.com	Customer relationship management
Marketo	Email marketing campaigns
Google Classroom	Rostering/single sign-on
Clever	Rostering/single sign-on
Canvas	Rostering

- Please provide:
    - W9 (attached in email)
    - Notice and email for contract notices
        - Contract notices will come from the Account Manager directly – alexandra.carmody@newsela.com
        - Billing notices and invoicing will come from Newsela Billing- billing@newsela.com
    - Name and title of the person who will signing the contract (included in email)
        - Contracts are signed by the clients directly- in this case Fort Collins HS purchasing dept. or teacher/administrator
        - Newsela billing is signed off by Brian Berman our Accounts Receivable Manager who can be contacted here: billing@newsela.com

NEWSELA

Exhibit B

newsela

Customer Agreement

Newsela
620 8th Avenue, 21st Floor
New York, NY 10018
United States of America

Customer Agreement No.	Q-27883
Newsela Sales Rep:	Mark Harriman
Contact Email:	mark.harriman@newsela.com
Offer Date:	May 19, 2020
Expiration Date:	August 31, 2020

To Tracy Stibitz
Poudre School District
2407 Laporte Ave
Fort Collins, CO
80521-2297

Billing Information

Billing Frequency: Upfront in full
Payment Terms: Net 30
Billing Schedule: Upon Contract Signature

Qty	School	Products/Services	License Dates	Line Total
1	BOLTZ MIDDLE SCHOOL	Newsela Essentials	09/01/20 To 08/31/21	$4,000.00
1	POUDRE SCHOOL DISTRICT GLOBAL ACADEMY	Newsela Essentials - Teacher	09/01/20 To 08/31/21	$750.00
			Contract Total	**$4,750.00**

The subscription for the Products/Services shall commence as of the "Subscription Start Date" and continue through the "Subscription End Date" (a "Contract Term"). The Subscription Start Date for this Customer Agreement will be the later of (a) the Target Start Date set forth above, (b) the date on which this Customer Agreement has been executed by the Customer (the "Execution Date") or (c) the invoice date within the "Billing Information" section above. The Subscription End Date for this Customer Agreement will be that date which is the length of the Term after the Subscription Start Date.

Failure of the Customer to make use of the Products/Services during the Contract Term shall not extend Newsela's obligation to deliver those Products/Services beyond the Subscription End Date of that Contract Term.

Following the Subscription End Date, unless prohibited by law, this Customer Agreement will automatically renew for the Products/Services licensed hereunder for successive periods equal in length to the greater of the Term or 12 months (a 'Renewal Term'), unless either party provides the other party with written notice of cancellation at least thirty (30) days prior to the then current Subscription End Date. Prices in any Renewal Term will increase by up to 10% above the applicable pricing (excluding any One-Time Discounts) in the prior Contract Term, unless Newsela provides notice of different pricing at least 60 days prior to the applicable Renewal Term.

Once this Customer Agreement has been signed, the Customer agrees to pay the Contract Grand Total set forth above per the Billing Terms noted above. Service will be suspended at Newsela's discretion if payment is not received by Newsela in accordance with the Payment Terms noted above. Failure of the Customer to use the Products/Services shall not relieve Customer of its obligation to pay hereunder.

This Customer Agreement is subject to Newsela's Terms of Use and Privacy Policy.
Terms of Use: https://newsela.com/pages/terms-of-use/
Privacy Policy: https://newsela.com/pages/privacy-policy/

This Customer Agreement constitutes the entire agreement between the parties and supersedes all prior written or oral understandings, proposals, bids, offers, negotiations, agreements or communications of every kind. This Customer Agreement and the terms contained herein are intended only for the Customer and should be kept confidential.

Prices shown above do not include any state and local taxes that may apply. Any such taxes are the responsibility of the Customer and will appear on the final invoice (if applicable). If the contracting entity is exempt from sales tax, please send the required tax exemption documents immediately to salestax@newsela.com.

Purchase Order Information
If you need a Purchase Order, please fill out the following information.

PO Required:
PO Number:
PO Amount:

The Individual executing this Customer Agreement has the authority to execute this agreement and bind the Customer and Newsela has the right to rely on that authorization.

Authorized Signature:	Date of Signature: