

**FIRST AMENDMENT TO SOFTWARE SERVICES AGREEMENT  
BETWEEN SEESAW LEARNING, INC.  
AND POUDRE SCHOOL DISTRICT R-1**

This First Amendment (“Amendment”) effective as of the April 17, 2025, is attached to and forms part of the Software Services Agreement between Poudre School District R-1 (the “District”) and Seesaw Learning, Inc. (the “Contractor”) executed September 4, 2024 (“Agreement”), hereby attached and made part of the 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 First 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 June 30, 2025, as outlined in section 1.1 of the Agreement, the District and Contractor elect to extend the term of the Agreement beginning on July 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’s Student Data Information Request for Software Services, hereby attached to this First 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 Order Form Number Q-52231, hereby attached to this First Amendment and made part of this Agreement.

3.5. Section 12, Insurance is deleted hereby in its entirety.

3.6. Add Exhibit D with Poudre School District’s Tech Services with PII Insurance Coverages, hereby attached to this First Amendment and made part of this Agreement.

4. **Special Provisions.**

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

5. **General Provisions.**

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

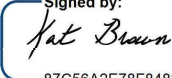
5.2. **Signatures.** This Agreement may be executed and delivered via portable document format (pdf), and the pdf signature of any party shall be considered valid, binding, effective and an original for all purposes.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

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

SEESAW LEARNING, INC.

POUDRE SCHOOL DISTRICT R-1

By:  Signed by:  
87C56A2E78F8482...

Kat Brown  
EVP of Customer Experience

  
By: \_\_\_\_\_

R. David Montoya  
Chief Finance Officer/  
Chief Operations Officer

  
By: \_\_\_\_\_

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.

Seesaw combines instructional tools, standards-aligned lessons, student portfolios, and inclusive communication features that bring learning to life. For more information, visit <https://seesaw.com>.

- 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.

Attached is Exhibit A for your reference, as this space is insufficient in size.

Student	Teacher	Admin	Meta Data
Please see attached docu	mentation (Exhibit A) for	this completed chart.	

3. What is the purpose of collecting student data?

To provide the Seesaw service.

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.*

Amazon Web Services, Datadog, Google, Snowflake, Slack

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

Attached is Exhibit B for your reference, as this space is insufficient in size.

6. Please provide:

- Current quote (if available)

Please see attached.

- Tiered pricing for future purchases

Please see attached.

- Name and email for contract notices

Ashley Anderson, aanderson@seesaw.me

- Name and title of person who will sign the contract

Kat Brown, EVP of Customer Experience

- Does the system allow integration for rostering?

☒ Yes ☐ No

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

Seesaw allows for CSV Rostering, Clever Rostering, Classlink Rostering, and Wonde Rostering. For more information and instructions, visit

<https://help.seesaw.me/hc/en-us/articles/360058195151-Choosing-your-rostering-method>

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.

See attached Exhibit C.

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

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

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

**What third-parties does the vendor partner with? Who may receive Student Data in any format?** See attached Exhibit D.

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

Poudre School District  
Student Data Information Request for Software Services

**Exhibit A**

**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.**

We intentionally limit our data collection to only what we need to provide the Seesaw service for you. Through our provision of the Seesaw Service, we may collect the following information:

**Account Information:** When you create an account on Seesaw we collect your name, email address, password, and optional profile picture. Seesaw may also collect your phone number if you enter it in your Account Settings. Teachers using Seesaw may add a Family Member's email or phone number to Seesaw in order to send messages or updates about school work. We do not collect student phone numbers.

Students are not permitted to create an account by themselves but must be invited to a Seesaw class by a teacher or school administrator. Where students have permission to use Seesaw, Seesaw collects personally identifiable information that is necessary to provide the Service, including a student's name and/or username, email address, and optional profile picture or avatar. This information may be entered by a teacher or the student or populated from the student's account with a third-party sign-in service, such as their Google account. We also collect information about the student's use of the Service and connections, such as the name of the student's School, teacher, and linked Family Members.

Users can make changes to their profile, messaging preferences, and other account details in Account Settings. Changes to some student settings may be controlled by the teacher.

**Journal Content:** Seesaw collects content that is added to a class or student journal. This content may include photos, audiovisual content (including from your device's camera, microphone, or photo/video library), drawings, files, notes, hyperlinks, and other ways of documenting student learning. We regularly add types of content that can be uploaded to a Journal, and these are all covered by this Policy. We also collect comments on posts in the class and student journals, including text and voice recordings. Journal Content that is uploaded by a student or teacher may be considered a student education record as defined by FERPA.

**Messages:** Seesaw collects all messages that are sent and received in Seesaw. Messages may include text, audio, video, photos, drawings, files, notes, hyperlinks, or other information.

**Activities:** Teachers may use Seesaw to create activities to use with their students. Activities may include text or voice instructions for how to complete the activity, an example of a correct response, or a template for students to edit.

**Activity Author Profiles:** Teachers who choose to publish their educator activities to the Community Activity Library or the Activity Library managed by their school or district can also create an Activity Author Profile. This includes the name and profile picture they choose to publish on their Author Profile, as well as their school name and location.

**Communications:** Seesaw collects any information you send to us directly, such as email, phone, or chat communications, or through your responses to our optional surveys.

**Information from your Google Account or other Third-Party Sign-in Service:** Seesaw allows school administrators, teachers, Family Members, and students (after being invited by a teacher) to sign up for and log into our service using a Google or Clever Account. Teachers can also create student accounts on behalf of students in their class using these services. When you create a Seesaw account using one of these Third-Party Services, we receive the name, profile picture, email address and other information (if available) provided by these services, subject to the data sharing preferences you have set with those third-party services. Seesaw does not share your personal information with these services.

**Account Usage and Log Data:** When you use Seesaw or visit our website, we collect information about your use of the Service, such as pages visited, amount of time spent on the Service, actions (e.g., views, uploads, messages) and similar information about your interactions with Seesaw. We also collect log data which includes information about your browser or device, such as your IP address, cookie identifiers, browser type, operating system, device information and identifiers, and your mobile carrier.

User Type	Category of Personal Data	Purpose of Processing

<p>Authorized Users who:</p> <ul style="list-style-type: none"><li>• access the Services through a School Administrator account (“Administrators”);</li><li>• access the Services through a teacher account (“Teachers”).</li></ul>	<p>Contact information, such as name, email address, phone number and Customer granting the Administrator or Teacher access to the Services.</p>	<p>Create and authenticate the Authorized User’s account on the Services.</p> <p>Send the Authorized User service-related communications in accordance with the Authorized User’s account preferences.</p> <p>Respond to support requests received in respect of the Services.</p> <p>Communicate with Administrators in relation to the administration of the Agreement and relationship between the Parties.</p>
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		Send promotional emails in accordance with the Authorized User's preferences.
	Single sign-on or third-party login authentication token	Create and authenticate the Authorized User's account on the Services.
	Questions, comments and other correspondence submitted by the Authorized User to Seesaw.	Respond to support requests in relation to the Services.
		Identify and remedy errors and inform product development.



	Communication preferences, such as preferences for service-related communications and promotional emails.	Send service-related communications only in accordance with the Authorized User's preferences.
		Send promotional emails only in accordance with the Authorized User's preferences.
	Activities and tasks created or uploaded to the Services and / or assigned to Students for completion.	Provide the interactive learning functionalities of the Services.
	Comments and feedback on Student activities (including approval of content uploaded by Students to the Services) and messages sent and received through the Services.	Provide the interactive learning functionalities of the Services.  Facilitate communication between Teachers, Students and Family Members.

	Content and posts to online classrooms for access by all Students and Family Members enrolled to that class.	Facilitate communication between Teachers, Students and Family Members.
	Contributions to the Community Library [c]and Teacher Scrapbook[d].	<p>Provide community-driven resource libraries to teachers.</p> <p>Promote the Services and community engagement between teachers and schools using the Services.</p>

<p>Authorized Users who are granted access to the Services through a family member account (“Family Members”).</p>	<p>Account information such as name, email address, phone number and Teacher or Administrator granting the Family Member access to the Services.</p>	<p>Create and authenticate the Authorized User’s account on the Services.</p> <p>Send the Authorized User service-related communications in accordance with the Authorized User’s account preferences.</p> <p>Respond to support requests received in respect of the Services.</p>
	<p>Single sign-on or third-party login authentication token</p>	<p>Create and authenticate the Authorized User’s account on the Services.</p>

	<p>Linked student details, including name of the Family Member's child that accesses the Services.</p>	<p>Grant the Family Member access to the relevant Student's activities on the Services in accordance with the access settings set by the Administrator or Teacher.</p> <p>Grant the Family Member access to the content / updates posted by Teachers and Administrators in respect of the Student or the Student's class for review by Family Members.</p>
	<p>Messages and comments sent or uploaded by the Family Member through the Services.</p>	<p>Facilitate communication between family members, teachers and schools in accordance with the functionalities of the Seesaw Service.</p>

	Questions, comments and other correspondence submitted by the Authorized User to Seesaw.	Respond to support requests in relation to the Services.
		Identify and remedy errors and inform product development.
Authorized Users who are granted access to the Services through a student account ("Students")	Account information, such as name, email address, Teacher or Administrator granting the Student access to the Services.	<p>Create and authenticate the Authorized User's account on the Services.</p> <p>Send the Authorized User service-related communications in accordance with the Authorized User's account preferences.</p>

	Single sign-on or third-party login authentication token	Create and authenticate the Authorized User's account on the Services.
	Profile photo / avatar	Allow Students to personalize their accounts on the Services.
	Teacher and class to which the Student is enrolled.	Grant the Authorized User access to activities and content assigned to the Student's class.
	Activities assigned to the Student by their Teacher or Administrator and completed by the Student through the Services.	<p>Provide the interactive learning functionalities of the Services.</p> <p>Facilitate communication between Teachers, Students and Family Members.</p>

	<p>Content and comments uploaded by the Student as part of their journal on the Services, including images, text and audio.</p>	<p>Provide the interactive learning functionalities of the Services.</p> <p>Facilitate communication between Teachers, Students and Family Members.</p>
	<p>Feedback from Teachers on Student work uploaded to the Services.</p>	<p>Provide the interactive learning functionalities of the Services.</p> <p>Facilitate communication between Teachers, Students and Family Members.</p>

	<p>Messages sent between the Student and their Teacher on the Services, and between the Teacher and Family Members in relation to the Student.</p>	<p>Provide the interactive learning functionalities of the Services.</p> <p>Facilitate communication between Teachers, Students and Family Members.</p>
	<p>Linked Family Member account details, including name of Family Member.</p>	<p>Grant the Family Member access to the relevant Student's activities on the Services in accordance with the access settings set by the Administrator or Teacher.</p> <p>Grant the Family Member access to the content / updates posted by Teachers and Administrators in respect of the Student or the Student's class for review by Family Members.</p>



Administrators, Teachers, Family Members, Students	Information about the device used to access the Services, such as IP address, unique device identifying numbers, type of device used, operating system, screen size, browser type, browser window size and device model and approximate location derived from IP address.	Grant Authorized Users access to the Services and provide the features and functionalities of the Services.
Administrators, Teachers, Family Members, Students	Information about how the Authorized User interacts with the Services such as the pages viewed and visited and features used on the Services, and any errors that occur on the Services while the Authorized User uses it.	Detect and prevent fraudulent use of the Services.
Administrators, Teachers, Family Members, Students		

#### Exhibit B: What is the purpose of the third-party partners?

(Note: Below are third-party partners that process student data)

- **Amazon Web Services:** We use Amazon Web Services (AWS) to manage our data centers and the computers that we use to operate Seesaw. All information we collect is stored on computers and databases managed by AWS.
- **Datadog:** We use Datadog for analytics and reporting in the Seesaw app.
- **Google:** We use Google for analytics and reporting as well as for internal documentation.
- **Snowflake:** We use Snowflake for Analytics and Reporting

- **Slack:** We use Slack for internal employee communication. Seesaw teammates collaborate via Slack and may incidentally share limited user data like email address or user IDs of individuals submitting requests and the content of the requests itself (e.g., bug reports, any other help center requests, and data pull requests from teachers and schools).

**Exhibit C: What student data is collected through the use of the system?**

Data collected	General purpose of data collection
Account information, such as name, email address, Teacher or Administrator granting the Student access to the Services.	Create and authenticate the Authorized User’s account on the Services.  Send the Authorized User service-related communications in accordance with the Authorized User’s account preferences.
Single sign-on or third-party login authentication token	Create and authenticate the Authorized User’s account on the Services.
Profile photo / avatar	Allow Students to personalize their accounts on the Services.

<p>Teacher and class to which the Student is enrolled.</p>	<p>Grant the Authorized User access to activities and content assigned to the Student's class.</p>
<p>Activities assigned to the Student by their Teacher or Administrator and completed by the Student through the Services.</p>	<p>Provide the interactive learning functionalities of the Services.</p> <p>Facilitate communication between Teachers, Students and Family Members.</p>
<p>Content and comments uploaded by the Student as part of their journal on the Services, including images, text and audio.</p>	<p>Provide the interactive learning functionalities of the Services.</p> <p>Facilitate communication between Teachers, Students and Family Members.</p>

<p>Feedback from Teachers on Student work uploaded to the Services.</p>	<p>Provide the interactive learning functionalities of the Services.</p> <p>Facilitate communication between Teachers, Students and Family Members.</p>
<p>Messages sent between the Student and their Teacher on the Services, and between the Teacher and Family Members in relation to the Student.</p>	<p>Provide the interactive learning functionalities of the Services.</p> <p>Facilitate communication between Teachers, Students and Family Members.</p>

<p>Linked Family Member account details, including name of Family Member.</p>	<p>Grant the Family Member access to the relevant Student's activities on the Services in accordance with the access settings set by the Administrator or Teacher.</p> <p>Grant the Family Member access to the content / updates posted by Teachers and Administrators in respect of the Student or the Student's class for review by Family Members.</p>
<p>Information about the device used to access the Services, such as IP address, unique device identifying numbers, type of device used, operating system, screen size, browser type, browser window size and device model and approximate location derived from IP address.</p> <p>Information about how the Authorized User interacts with the Services such as the pages viewed and visited and features used on the Services, and any errors that occur on the Services while the Authorized User uses it.</p>	<p>Grant Authorized Users access to the Services and provide the features and functionalities of the Services.</p> <p>Detect and prevent fraudulent use of the Services.</p>

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

**\*indicates the subprocessor accesses student data**

**Category of Subprocessor:**

**User Support and Research**

Vendors used to provide support to current and prospective customers and conduct user experience research.

**Core Services**

Vendors used to make the Seesaw service operate.

**Website Services**

Vendors used to operate the Seesaw marketing website.

**Internal Tools**

Vendors used internally by Seesaw employees to operate the business.

<b>Subprocessor Name and Link to Privacy Policy</b>			
*indicates the vendor accesses student data	<b>Category of Subprocessor</b>	<b>How Seesaw uses this subprocessor</b>	<b>What is shared with the subprocessor</b>
<a href="#">Ada</a>	User Support and Research	We use Ada to provide automated customer support to adults via a chat interface.	If you use our support chatbot, Ada will receive all of the information you input. If you submit a support ticket through Ada, Ada will receive your name and email address.
<a href="#">Amazon Web Services</a> *	Core Services	We use Amazon Web Services (AWS) to manage our data centers and the computers that we use to operate Seesaw. All information we collect is stored on computers and databases managed by AWS.	Everything in Seesaw.

<a href="#">Amplitude</a>	Core Services	We use Amplitude for analytics and reporting in the Seesaw app.	User device information and actions or interactions with the app.
<a href="#">BigMarker</a>	User Support and Research	We use BigMarker to host webinars with admins and teachers.	Admin and teacher name and contact information.
<a href="#">Calendly</a>	Internal Tools	We use Calendly to schedule customer calls.	Admin name and contact information.
<a href="#">Chameleon</a>	User Support and Research	Seesaw uses Chameleon to give teachers and admins real-time updates on product updates and provide product tips to help them navigate and utilize the platform.	Limited user data such as role type (teacher or admin); email domain; district, user, and org IDs; and general account data (last seen, date created, etc.).
<a href="#">Chili Piper</a>	User Support and Research	We use Chili Piper to help prospective customers navigate the website, drive lead generation, and have live chat conversations to schedule meetings.	The information inputted in the request form- Admin name, email, title, school name and state or country
<a href="#">CookieYes</a>	Website Services	We use CookieYes to obtain and honor cookie consent preferences on <a href="http://web.seesaw.me">web.seesaw.me</a>	If you visit Seesaw's website, your IP address.
<a href="#">Datadog</a> *	Core Services	We use Datadog for analytics and reporting in the Seesaw app.	User device information and actions or interactions with the app.
<a href="#">Docusign</a>	Internal Tools	We use Docusign to electronically sign contracts.	If you receive a Docusign contract, your name and email address.
<a href="#">Form Assembly</a>	Internal Tools	We use Form Assembly to electronically sign contracts.	If you receive a Form Assembly contract, your name and email address.
<a href="#">Gong</a>	Internal Tools	We use Gong to record calls, emails and demos with current and prospective customers.	Admin name, contact information, and call recording if the call recipient consents.
<a href="#">Google</a> * (Analytics, Firebase, Google Workspace)	Core Services	We use Google for analytics and reporting as well as for internal documentation.	For Analytics and Firebase: Device information, county-level location.  For Google Workspace: Seesaw teammates collaborate via Google Workspace and may incidentally share limited user data like email

			address or user IDs of individuals submitting requests and the content of the requests itself (e.g., bug reports, any other help center requests, and data pull requests from teachers and schools).
<a href="#">HighTouch</a>	Core Services	We use HighTouch to sync data between two other systems.	Teacher and admin name and email address.
<a href="#">LeanData</a>	Internal Tools	We use LeanData to improve routing of opportunities for the Sales team.	Admin name and contact information.
<a href="#">Marketo</a>	Internal Tools	We use Marketo to manage email campaigns and marketing channels.	Marketo pulls data directly from Salesforce.
<a href="#">Maxio (SaaSOptics)</a>	Core Services	We use Maxio for business tracking.	Admin name and contact information.
<a href="#">Netsuite</a>	Core Services	We use Netsuite for billing and business tracking.	Admin name and school payment information.
<a href="#">Outreach</a>	Core Services	We use Outreach to send emails to current and prospective customers.	Admin name and contact information.
<a href="#">Quickbooks</a>	Core Services	We use Quickbooks for financial tracking and for auditing purposes.	Admin emails related to Purchase Orders.
<a href="#">Salesforce</a> And native apps: - <a href="#">Sonar</a> - <a href="#">Tableau</a> - <a href="#">Taskray</a> - <a href="#">Vicasso</a>	Core Services	We use Salesforce and its native apps for customer tracking.	Admin name and contact information.
<a href="#">Slack</a> *	Internal Tools	We use Slack for internal employee communication.	Seesaw teammates collaborate via Slack and may incidentally share limited user data like email address or user IDs of individuals submitting requests and the content of the requests itself (e.g., bug reports, any other help center requests, and data pull requests from teachers and schools).
<a href="#">Snowflake</a> *	Core Services	We use Snowflake for Analytics and Reporting	Your name and email address.
<a href="#">Stripe</a>	Core Services	We use Stripe for payment processing.	Admin name and school payment information.



<a href="#">Thinkific</a>	User Support and Research	We use Thinkific to provide Seesaw trainings to teachers.	Teacher name and contact information.
<a href="#">Twilio</a>	Core Services	We use Twilio to send text messages to Seesaw users about activity in their account.	User phone number (if you have provided it to us). Seesaw does not collect student phone numbers.
<a href="#">Typeform</a>	User Support and Research	We use Typeform to conduct surveys and user research.	Your name and contact information if you are asked to complete a survey. Students do not participate in surveys.
<a href="#">Zapier</a>	Internal Tools	We use Zapier to communicate between web applications.	Seesaw teammates use Zapier to efficiently manage multiple web applications and may incidentally share limited user data like email address or user IDs of individuals submitting requests and the content of the requests itself (e.g., bug reports, any other help center requests, and data pull requests from teachers and schools).
<a href="#">Zendesk</a>	User Support and Research	We use Zendesk to operate our internal customer support tools, such as our help center and support ticketing system.	If you submit a support ticket, Zendesk will receive your name, contact information, and the content of your support request. Seesaw takes steps to prevent students from contacting Seesaw support and deletes any support requests and associated data students submit to Zendesk.

# Exhibit B



Order Form Number: Q-52231

Seesaw Learning, Inc.  
548 Market Street  
PMB 98963  
San Francisco, CA 94104 US  
Billing: ar@seesaw.me

Bill To  
Poudre School District R 1  
2407 LaPorte Ave  
Fort Collins Colorado 80521

End User  
Poudre School District R 1

Contract Summary	
Order Form Number: Q-52231	Payment Terms: Net 30
Expiration Date: June 30, 2025	Billing Frequency: Upfront
Contract Start Date: July 1, 2025	Contract End Date: June 30, 2026
Contract Subscription Term: 12.0 months	
Contract Notes: Seesaw Instruction & Insights for the '25-'26 year, Early Literacy at each site included. Total Discount applied: \$137,723.43.	

Product Name	Description
Seesaw Instruction & Insights	Engaging multimodal learning tools that allow students to show what they know (photo, video, audio, drawing, and more). Comprehensive subject coverage to supplement your core-curriculum with thousands of ready-to-teach, standards and curriculum aligned PreK-6 lessons in the Seesaw Library with Full access to Seesaw's Computer Science Solution. Premium chat support for school & district administrators.
Early Literacy	Over 400 engaging, meaningful, evidence-backed lessons that bring joy and student autonomy to foundational reading skills.
TOTAL:	USD 62,574.58



Order Form Number: Q-52231

For more information on funding resources, please review our [Funding Guide](#).



Order Form Number: Q-52231

Key Contacts

Admin Sponsor

Decided to purchase (or renew) Seesaw. Will be included in conversations about our partnership progress

Name:	_____	Email:	_____
Title:	_____	Phone:	_____

Seesaw Lead

Responsible for Seesaw training and adoption. Main Seesaw point of contact throughout the contract

Name:	_____	Email:	_____
Title:	_____	Phone:	_____

Tech Lead (Who can help set up your school?)

Lead for Seesaw's technical implementation. Point of contact for technical issues or updates.

Name:	_____	Email:	_____
Title:	_____	Phone:	_____

Billing Contact - Accounts Payable (Who will pay the invoice?)

Receives invoices. Point of contact on payment-related matters.

Name:	_____	Email:	_____
Title:	_____	Phone:	_____

School Address

Address:	_____	City:	_____
State:	_____	Zip/Post Code:	_____



Order Form Number: Q-52231

**Purchase Order Information**

PO Number  
(if  
required): \_\_\_\_\_

**Tax Information**

Is your school or district tax exempt?

\_\_\_\_\_  
If yes, please provide your tax ID  
number  
\_\_\_\_\_



Order Form Number: Q-52231

### **Terms and Conditions**

Upon signing by Customer and submission to

<https://web.seesaw.me/>

or your sales representative, this Order Form shall become legally binding unless this Order Form is rejected by Seesaw Learning, Inc. for any of the following reasons: (1) the signatory below does not have the authority to bind Customer to this Order Form, (2) changes have been made to this Order Form (other than completion of the purchase order information and the signature block), or (3) the requested purchase order information or signature is incomplete or does not match our records or the rest of this Order Form.

Sales and use tax, if applicable, will be shown on your invoice. Tax exempt customers will be asked to provide proof of exemption. Total amount does not include sales/value added/applicable withholding taxes as required by local jurisdiction. If Seesaw is responsible for collecting and remitting taxes, the taxes will be invoiced to customer, unless customer provides Seesaw with a valid tax exemption certificate authorized by the appropriate taxing authority.

This Order Form is governed by the terms of the Seesaw Learning, Inc. Terms of Service ("Terms") found

<https://seesaw.com/terms-of-service>

unless (i) Customer has a written Terms of Service executed by Seesaw Learning, Inc. for the Services, in which case such written terms of service will govern or (ii) otherwise set forth herein. By signing below, the parties agree to be bound by the Terms

▪



Order Form Number: Q-52231

**Customer**

Company: \_\_\_\_\_

Signature: \_\_\_\_\_

Name \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Email: \_\_\_\_\_

**Seesaw Learning, Inc.**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



# Exhibit D

Poudre School District Tech Services with PII

Insurance. Provider, at its expense, shall purchase and maintain in effect at all times throughout the duration of the Agreement, all insurance requirements and limits as set forth below. Policies providing such limits of coverage via a primary policy plus an umbrella or following form excess policy will be satisfactory. All insurance shall be written by a carrier legally authorized to write such insurance in the state of Colorado provided the carrier has a current A.M. Best rating of A- VII or higher. All policies shall be primary and non-contributory with any insurance maintained by additional insureds. Insurance and/or self-insurance carried by the District is excess of the coverage extended to the District by Provider. The insurance requirements specified in this section 12 shall not reduce the indemnification liability that Provider has assumed in section 13.

Provider shall furnish the District with certificates of the required insurance prior to the District's approval and signing of this Agreement, and with renewal certificates within ten days of the expiration of any required insurance that expires during the term of this Agreement showing no lapse in coverage. Such certificates shall specifically state the inclusion, or the coverages and the provisions set forth herein and shall state whether the coverage is written on a "claims made" or "per occurrence" basis. For any policies written on a "claims made" basis, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Receipt, review, or acceptance by the District of any insurance policies or certificates of insurance required by this Agreement shall not be construed as a waiver or relieve the Provider from its obligation to meet the insurance requirements contained herein. Memorandums of Insurance will not be accepted. Certificates of insurance must be sent to: [COI@psdschools.org](mailto:COI@psdschools.org).

Commercial General Liability

Minimum Limits

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

Technology Errors & Omissions and Network Security & Privacy

Minimum Limits

- Per Claim \$3,000,000
- Aggregate \$3,000,000

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

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

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

**SOFTWARE SERVICES AGREEMENT  
BETWEEN SEESAW LEARNING INC.  
AND POUDRE SCHOOL DISTRICT R-1**

This Software Services Agreement (“Agreement”) is entered into this 4<sup>th</sup> day of September 2024, by and between Poudre School District R-1 (the “District”) and Seesaw Learning Inc. (the “Contractor”). The District and the Contractor are collectively referenced herein as the “parties.” In consideration of the mutual covenants and promises contained in this Agreement, the sufficiency of which is hereby acknowledged, the parties agree as follows:

**1. Term of Agreement.**

1.1. This Agreement shall commence on July 1, 2024, and continue through and including June 30, 2025. The Agreement, at the option of the District, may be extended for up to four (4) additional one-year terms, upon a written mutually agreed upon amendment for each one-year term.

1.2. Notwithstanding any other term or provision of this Agreement, the District’s obligations hereunder are expressly subject to its budgeting and appropriation of sufficient funds for each fiscal year (July 1 - June 30) an Agreement is in effect. In no event, shall the District’s obligations in an Agreement constitute a multiple-fiscal year direct or indirect debt or other financial obligation under Article X, Section 20(4)(b) of the Colorado Constitution.

1.3. **Termination For Cause.** Notwithstanding the provisions of section 1.1 and 1.2 above, if either party is in breach of an obligation or covenant under this Agreement the non-breaching party may give written notice to the breaching party describing the breach and demanding that it be cured. If the breach is not cured within thirty (30) days after the breaching party’s receipt of said notice, the non-breaching party may immediately terminate the Agreement and avail itself of any and all remedies available at law or in equity.

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

**2. Deliverables and Purchase Price.**

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

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

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

2.2. Additional District schools may participate in Services under all terms and conditions specified within this Agreement, not to exceed the term within section 1.1. This Agreement in no way binds the District or District Schools to exclusive use of Contractor's Services. Discretion to utilize Services is under the direction of each District School Principal or Principal designee. District Principals or Principal designee will adhere to applicable laws, regulations, and District policies.

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

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

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

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

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

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

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

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

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

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

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

### **3. Definitions.**

3.1. As used in this Agreement, “personally identifiable information” is defined as information (including metadata) that, alone or in combination, is linked or linkable to a specific student so as to allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty. Personally identifiable information includes but is not limited to: (a) the student’s name; (b) the name of the student’s parent or other family members; (c) the address or phone number of the student or student’s family; (d) personal identifiers such as the student’s social security number, student number or biometric record; and (e) indirect identifiers such as the student’s date of birth, place of birth or mother’s maiden name.

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

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

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

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

3.6. As used in this Agreement, “securely destroy” is defined as removing confidential student records and information from the Contractor’s systems, paper files, hard-copy and electronic records, databases and any other media regardless of format, in accordance with the standard detailed in the National Institute of Standards and Technology (“NIST”) SP 800-88 Guidelines for Media Sanitization, so that the confidential student records and information are permanently irretrievable in the Contractor’s normal course of business.

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

**4. Ownership of Confidential Student Records, Information.** All confidential student records and information shall remain the exclusive property of the District and all rights, title and interest in the confidential student records and information, including but not limited to intellectual property rights in the confidential student records and information, belong to and are retained solely by the District. The District hereby grants to the Contractor a limited, nonexclusive license to access, view, collect, generate and use confidential student records and information solely for the purpose of performing its obligations under this Agreement.

## **5. Security of Confidential Student Records and Information.**

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

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

## **6. Use of Confidential Student Records and Information.**

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

6.2. Contractor may to the extent necessary to perform its obligations under the Contract disclose confidential student records and information to subcontractors as identified in Exhibit A ("Subcontractors") pursuant to written subcontracts specifying the purpose of the disclosure and providing that: (a) Subcontractors shall not disclose confidential student records and information, in whole or in part, to any other party; (b) Subcontractors shall not use any confidential student records or information to advertise or market to students or their parents/guardians; (c) Subcontractors shall access, view, collect, generate and use confidential student records and information only to the extent necessary to assist Contractor in performing its obligations under the Agreement; and (d) at the conclusion of their work under their subcontracts Subcontractors shall, as directed by the District through the Contractor, either



securely destroy all confidential student records and information in their possession, custody or control, or return such confidential student records and information to the District.

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

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

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

7.1. As a school service contract provider under the Act, the Contractor has provided the following information the attached Exhibit A: (a) the data elements of confidential student records and information that Contractor collects under the Contract, regardless of whether the data elements are initially collected or ultimately held individually or in the aggregate using protocols that are effective for preserving the anonymity of each student included in the data; (b) the learning purpose for which Contractor collects the confidential student records and information; and (c) how the Contractor uses and shares the confidential student records and information. Contractor shall update this information as necessary to maintain accuracy.

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

**8. Accessibility Standards.** The Contractor shall comply with and the Services provided under this agreement shall be in compliance with all applicable provisions of §§24-85-101, *et seq.*, C.R.S., and the *Accessibility Standards for Individuals with a Disability*, as

established by the State of Colorado's Governor's Office of Information Technology pursuant to Section §24-85-103 (2.5), C.R.S. The Contractor shall also comply with all State of Colorado technology standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards.

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

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

**9. Access to District Server.** If access to any District server is necessary for the functionality of the Contractor's services. Upon written approval by the Executive Director of Information Technology or designee, the District grants the Contractor limited access to the District server for the sole purpose of providing Services.

9.1. The Contractor agrees to protect the confidentiality, integrity and availability of all electronic District or student information at all times.

9.2. The Contractor agrees to take proper steps to ensure the security of the device in which they connect to the District's systems remotely. The Contractor agrees not to copy information accessed remotely to local devices and or portable devices. Printing information is not permitted unless specific authorization has been granted.

9.3. The Contractor shall not share passwords, codes, credentials or user accounts with others.

9.4. The Contractor shall have a valid and up-to-date antivirus agent installed to ensure protection against malware and viruses upon connection to the District network.

9.5. The Contractor acknowledges that if the District determines in its discretion that remote access has been compromised by unauthorized parties, or that remote access has been misused, the Contractor's access will be disabled or terminated immediately.

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

**11. Notices and Communications.** All notices and communications required or permitted under this Agreement shall be in writing and shall be: (a) sent via certified mail, return receipt requested and postage prepaid, to the address of the other party set forth below; or (b) sent via e-mail to the other party via the e-mail address set forth below.

Poudre School District R-1  
Attn: Contract Administrator  
2407 LaPorte Avenue

Fort Collins, CO 80521  
E-mail: [contracts@psdschools.org](mailto:contracts@psdschools.org)

Seesaw Learning Inc.  
Attn: James Drennan  
548 Market St PMB 98963

San Francisco, CA 94104  
Email: jdrennan@seesaw.me

**12. Insurance.** Contractor shall procure and maintain the required insurance specified below for the duration of this Agreement, which insurance shall be written for not less than the amounts specified or greater if required by law. The District’s receipt of a Certificate of Insurance from the Contractor with limits and or coverages that do not meet the requirements does not waive the requirements and the Contractor shall still be responsible for the limits and coverages stated in this Agreement. Specified coverages and amounts may be provided by a combination of a primary policy plus an umbrella or following form excess policy. All insurance shall be with a carrier licensed in the state of Colorado and shall have a minimum A.M. Best rating of A- VII. Contractor shall furnish the District’s Director of Records and Risk Management with certificates of the required insurance prior to the District’s approval and signing of this Agreement, and with renewal certificates within 10 days of the expiration of any required insurance that expires during the term of this Agreement. Memorandums of Insurance will not be accepted. Certificates of Insurance and all communication regarding insurance shall be addressed to:

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

Any insurance and/or self-insurance carried by the District is excess of the coverage extended to the District by Contractor. Contractor shall provide at least thirty (30) days’ advance written notice to the District prior to cancellation, change of coverage, or non-renewal. The insurance requirements specified in this section 11 shall not reduce the indemnification liability that Contractor has assumed in section 12.

**Commercial General Liability**

Minimum Limits

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

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

### **Minimum Limits**

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

The insurance shall provide coverage for:

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

**13. Indemnification.** The Contractor shall indemnify and hold harmless the District and the District's Board members, employees, representatives and agents from and against any and all liability arising from any suit, action, third party claims, grievance, or proceeding, including all attorneys' fees, costs and expenses, incurred as a result of any negligent or intentional act or omission by Contractor, or its employees, agents, Subcontractors, or assignees related to the terms of this Agreement and any Services provided under this Agreement.

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

### **15. General Provisions.**

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

**14.2. 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.

**14.3. Press Contacts/News Releases.** The Contractor shall not initiate any press, media, or social media, contact nor respond to press, media or social media requests regarding this Agreement and/or any related matters concerning the District without the prior written approval of the District.

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

**14.5. Conflict of Terms.** In the event of any conflict of terms found between this Agreement, any incorporated exhibits, any other terms and conditions, end user license agreements or privacy policies, the terms of this Agreement shall prevail.

**14.6. Survival of Certain Contract Terms.** Notwithstanding anything herein to the contrary, the parties understand and agree that all terms and conditions of this Contract and the exhibits and/or attachments hereto which may require continued performance, compliance, or effect beyond the termination date of the Contract shall survive such termination date and shall be enforceable by the District as provided herein in the event of such failure to perform or to comply by the Contractor.

**14.7. Governing Law and Venue.** All issues regarding the formation, performance and/or legal enforcement of the Contract shall be governed by and construed in accordance with the laws of the State of Colorado. Venue for the resolution of any disputes arising out of or relating to the Contract shall be in Larimer County, Colorado.

**14.8. No Third-Party Beneficiary.** Enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the District and the Contractor. Nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any third person other than the District or the Contractor. It is the express intent of the parties that any third person receiving services or benefits pursuant to this Agreement shall be deemed an incidental beneficiary only.

**14.9. Binding Arbitration Prohibited.** The District does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary is null and void.

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

**14.11. Attorney Fees and Costs.** In the event it becomes necessary for either party to institute litigation to enforce any provision of this Agreement, the substantially prevailing party in such litigation shall receive, as part of any judgment or award entered, its reasonable attorney fees and costs, including expert witness fees.

**14.12. Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, legal representatives, successors and permitted assigns.

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

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

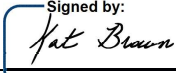
**14.15. Signatures.** This Agreement may be executed and delivered via portable document format (pdf), and the pdf signature of any party shall be considered valid, binding, effective and an original for all purposes. This Agreement may be signed in counterparts, and each counterpart shall be deemed an original, and all the counterparts taken as a whole shall constitute one and the same instrument.


**14.16. Warranty of Authority.** The individuals signing below represent and warrant that they have the authority to execute this Agreement on behalf of their respective organizations and bind their respective organizations to the terms of this Agreement.

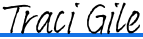
IN WITNESS WHEREOF, the District and the Contractor have signed this Agreement as of the date first set forth above.

SEESAW LEARNING INC.

POUDRE SCHOOL DISTRICT R-1

By:   
87C56A2E78F8482...  
Full Name: Kat Brown  
Title: EVP, Customer Experience

By:   
R David Montoya (Sep 13, 2024 20:24 MDT)  
R. David Montoya  
Chief Finance Officer

By:   
Traci Gile (Sep 13, 2024 15:50 MDT)  
Traci Gile  
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.

Through interactive lessons, digital portfolios, and two-way communication features, Seesaw keeps everyone in the learning loop by providing continuous visibility into the student's learning experience to support and celebrate their learning. Seesaw combines instructional tools, standards-aligned lessons, student portfolios, and inclusive communication features that bring learning to life.

- 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.

See Exhibit A.

Student	Teacher	Admin	Meta Data



3. What is the purpose of collecting student data?

See Exhibit A: "Purpose of Data Collection" column.

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 Exhibit B.

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

See columns "How we use this subprocessor" on the table of Exhibit B.

6. Please provide:

- Current quote (if available)
- Tiered pricing for future purchases
- Name and email for contract notices
- Name and title of person who will sign the contract
- Does the system allow integration for rostering?

☒ Yes ☐ No

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

Seesaw allows for CSV, Clever, or Classlink rostering.

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

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

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

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

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

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

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

# Exhibit B

Seesaw Learning, Inc.  
548 Market Street  
PMB 98963  
San Francisco, CA 94104 US  
Billing: ar@seesaw.me

Bill To  
Poudre School District R 1  
2407 LaPorte Ave  
Fort Collins Colorado 80521

End User  
Poudre School District R 1

Contract Summary	
Order Form Number: Q-28899	Payment Terms: Net 30
Expiration Date: August 30, 2024	Billing Frequency: Upfront
Contract Start Date: July 1, 2024	Contract End Date: June 30, 2025
Contract Subscription Term: 12.0 months	
Contract Notes: 55% discount on Seesaw Instruction and Insights, 100% discount on Early Literacy Package---can only be included with Seesaw Instruction and Insights platform.	
	Grand Total: USD 58,480.92

Group1

Product Name	Description	Subtotal
Seesaw Instruction & Insights	Engaging multimodal learning tools that allow students to show what they know (photo, video, audio, drawing, and more).Comprehensive subject coverage to supplement your core-curriculum with thousands of ready-to-teach, standards and curriculum aligned PreK-6 lessons in the Seesaw Library with Full access to Seesaw’s Computer Science Solution. Premium chat support for school & district administrators.	USD 58,480.92
Early Literacy	Over 400 engaging, meaningful, evidence-backed lessons that bring joy and student autonomy to foundational reading skills.	USD 0.00
Group1 TOTAL:		USD 58,480.92

For more information on funding resources, please review our [Funding Guide](#).

Key Contacts

**Admin Sponsor**  
Decided to purchase (or renew) Seesaw. Will be included in conversations about our partnership progress

Name: Email:

Title: \_\_\_\_\_

Phone: \_\_\_\_\_

**Seesaw Lead**

Responsible for Seesaw training and adoption. Main Seesaw point of contact throughout the contract

Name: \_\_\_\_\_

Email: \_\_\_\_\_

Title: \_\_\_\_\_

Phone: \_\_\_\_\_

**Tech Lead (Who can help set up your school?)**

Lead for Seesaw's technical implementation. Point of contact for technical issues or updates.

Name: \_\_\_\_\_

Email: \_\_\_\_\_

Title: \_\_\_\_\_

Phone: \_\_\_\_\_

**Billing Contact - Accounts Payable (Who will pay the invoice?)**

Receives invoices. Point of contact on payment-related matters.

Name: \_\_\_\_\_

Email: \_\_\_\_\_

Title: \_\_\_\_\_

Phone: \_\_\_\_\_

**School Address**

Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_

Zip/Post Code: \_\_\_\_\_

**Purchase Order Information**

PO Number  
(if  
required): \_\_\_\_\_

### Tax Information

Is your school or district tax exempt?

\_\_\_\_\_  
If yes, please provide your tax ID  
number  
\_\_\_\_\_

### Terms and Conditions

Upon signing by Customer and submission to

<https://web.seesaw.me/>

or your sales representative, this Order Form shall become legally binding unless this Order Form is rejected by Seesaw Learning, Inc. for any of the following reasons: (1) the signatory below does not have the authority to bind Customer to this Order Form, (2) changes have been made to this Order Form (other than completion of the purchase order information and the signature block), or (3) the requested purchase order information or signature is incomplete or does not match our records or the rest of this Order Form.

Sales and use tax, if applicable, will be shown on your invoice. Tax exempt customers will be asked to provide proof of exemption. Total amount does not include sales/value added/applicable withholding taxes as required by local jurisdiction. If Seesaw is responsible for collecting and remitting taxes, the taxes will be invoiced to customer, unless customer provides Seesaw with a valid tax exemption certificate authorized by the appropriate taxing authority.

This Order Form is governed by the terms of the Seesaw Learning, Inc. Terms of Service ("Terms") found

<https://seesaw.com/terms-of-service>

unless (i) Customer has a written Terms of Service executed by Seesaw Learning, Inc. for the Services, in which case such written terms of service will govern or (ii) otherwise set forth herein. By signing below, the parties agree to be bound by the Terms

.

#### Customer

Company: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
Email: \_\_\_\_\_

#### Seesaw Learning, Inc.

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

# Exhibit C





Keeps everyone in the learning loop

## Seesaw Accessibility Conformance Report

### WCAG Edition

(Based on VPAT® Version 2.4Rev)

**Name of Product/Version:** Seesaw

**Report Date:** January 2024

**Product Description:** Trusted and loved by 25 million educators, students, and families worldwide, Seesaw is the only elementary learning experience platform, offering a suite of award-winning tools, resources, and curriculum for teachers to deliver joyful, inclusive instruction. Through interactive lessons, digital portfolios, and two-way communication features, Seesaw keeps everyone in the learning loop by providing continuous visibility into the student's learning experience to support and celebrate their learning.

**Contact Information:** To report an accessibility issue or request more information, please submit a request here: <https://help.seesaw.me/hc/en-us/requests/new>

**Notes:** This Voluntary Product Accessibility Template (VPAT) is a tool that helps decision-makers to evaluate Seesaw's conformance with the accessibility standards under Act World Wide Web Consortium's Web Content Accessibility Guidelines (WCAG 2.1) Level A and AA standards. The scope of this VPAT includes features of the customer-facing software application (web, iOS, Android), digital curriculum and support documentation. More information can be found here: <https://help.seesaw.me/hc/en-us/articles/360047206692-Accessibility-and-Seesaw>

### Evaluation Methods Used:

- Full-service 3rd party evaluation and remediation plan by TPG Interactive: <https://www.tpgi.com/accessibility-solutions/accessibility-conformance/>
- Ongoing manual testing with assistive technologies on web and mobile devices by Seesaw product/engineering/QA teams.
- Weekly automated testing for WCAG 2.1 compliance of components as part of our product release process

### Applicable Standards/Guidelines

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

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"Voluntary Product Accessibility Template" and "VPAT" are registered service marks of the Information Technology Industry Council (ITI)

Standard/Guideline	Included In Report
<a href="#">Web Content Accessibility Guidelines 2.0</a>	Level A (Yes) Level AA (Yes) Level AAA (No)
<a href="#">Web Content Accessibility Guidelines 2.1</a>	Level A (Yes) Level AA (Yes) Level AAA (No)

**Terms**

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

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

**WCAG 2.x Report**

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, Level A**

Notes:

Criteria	Conformance Level	Remarks and Explanations
<p><b><u>1.1.1 Non-text Content</u></b> (Level A)</p> <p>Also applies to:</p> <p>Revised Section 508</p> <ul style="list-style-type: none"> <li>501 (Web)(Software)</li> <li>504.2 (Authoring Tool)</li> <li>602.3 (Support Docs)</li> </ul> <p>Also applies to:</p> <p>EN 301 549 Criteria</p> <ul style="list-style-type: none"> <li>9.1.1.1.1 (Web)</li> <li>10.1.1.1 (Non-web document)</li> <li>11.1.1.1.1 (Open Functionality Software)</li> <li>11.1.1.1.2 (Closed Functionality Software)</li> <li>11.8.2 (Authoring Tool)</li> <li>12.1.2 (Product Docs)</li> <li>12.2.4 (Support Docs)</li> </ul>	<p>Web: <b>Supports</b></p> <p>Electronic Docs: <b>Supports</b></p> <p>Software: <b>Supports</b></p> <p>Authoring Tool: <b>Supports</b></p>	<p>Web: <b>Alt text</b> is provided for UI elements. Generic alt text is provided for all user-generated content. For example “Javier’s post, in response to Writers Workshop, 2 pages”. Users can also provide custom alt text for non-text content.</p> <p>Authoring Tool: Users can provide custom alt text for non-text content.</p>
<p><b><u>1.2.1 Audio-only and Video-only (Prerecorded)</u></b> (Level A)</p> <p>Also applies to:</p> <p>Revised Section 508</p> <ul style="list-style-type: none"> <li>501 (Web)(Software)</li> <li>504.2 (Authoring Tool)</li> <li>602.3 (Support Docs)</li> </ul> <p>Also applies to:</p> <p>EN 301 549 Criteria</p> <ul style="list-style-type: none"> <li>9.1.1.1.1 (Web)</li> <li>10.1.1.1 (Non-web document)</li> <li>11.1.1.1.1 (Open Functionality Software)</li> <li>11.1.1.1.2 (Closed Functionality Software)</li> <li>11.8.2 (Authoring Tool)</li> <li>12.1.2 (Product Docs)</li> <li>12.2.4 (Support Docs)</li> </ul>	<p>Web: <b>Partially Supports</b></p> <p>Electronic Docs: <b>Supports</b></p> <p>Software: <b>Supports</b></p> <p>Authoring Tool: <b>Supports</b></p>	<p>Web: Most multimedia content in Seesaw is user-generated content (ex: presentations created by students or teachers). Users can provide closed captioning for videos they upload. Users can also provide text alternatives via text captions and comment tools for all multimedia content, but these supports are not synchronized with the video/audio presentation.</p> <p>Authoring Tool: Most multimedia content in Seesaw is user-generated content (ex: presentations created by students or teachers). Users can provide closed captioning for videos they upload. Users can provide closed captioning for videos they upload. Users can also provide text alternatives via text captions and comment tools for all multimedia content, but these supports are</p>

Criteria	Conformance Level	Remarks and Explanations
		not synchronized with the video/audio presentation.
<p><a href="#">1.2.2 Captions (Prerecorded)</a> (Level A)</p> <p>Also applies to:</p> <p>Revised Section 508</p> <ul style="list-style-type: none"> <li>• 501 (Web)(Software)</li> <li>• 504.2 (Authoring Tool)</li> <li>• 602.3 (Support Docs)</li> </ul>	<p>Web: <b>Supports</b></p> <p>Electronic Docs: <b>Supports</b></p> <p>Software: <b>Supports</b></p> <p>Authoring Tool: <b>Supports</b></p>	<p>Web: Most multimedia content in Seesaw is user-generated content (ex: presentations created by students or teachers). Users can provide closed captioning for videos they upload. Users can also provide text alternatives via text captions and comment tools for all multimedia content, but these supports are not synchronized with the video/audio presentation.</p> <p>Authoring Tool: Most multimedia content in Seesaw is user-generated content (ex: presentations created by students or teachers). Users can provide closed captioning for videos they upload. They can also provide text alternatives via text captions and comment tools for all multimedia content, but these supports are not synchronized with the video/audio presentation.</p>
<p><a href="#">1.2.3 Audio Description or Media Alternative (Prerecorded)</a> (Level A)</p>	<p>Web: <b>Supports</b></p> <p>Electronic Docs: <b>Supports</b></p> <p>Software: <b>Supports</b></p> <p>Authoring Tool: <b>Supports</b></p>	<p>Web: Most multimedia content in Seesaw is user-generated content (ex: presentations created by students or teachers). Users can provide closed captioning for videos they upload. They can also provide text alternatives via text captions and comment tools for all multimedia content, but these supports are not synchronized with the video/audio presentation.</p> <p>Authoring Tool: Most multimedia content in Seesaw is user-generated content (ex: presentations created by students or teachers). Users can provide closed captioning for videos they upload. They can also provide text alternatives via text captions and comment tools for all multimedia content, but these supports are not synchronized with the video/audio presentation.</p>

Criteria		Conformance Level	Remarks and Explanations
			not synchronized with the video/audio presentation.
<a href="#">1.3.1 Info and Relationships</a> (Level A)		Web: <b>Supports</b> Electronic Docs: <b>Supports</b> Software: <b>Supports</b> Authoring Tool: <b>Supports</b>	
<a href="#">1.3.2 Meaningful Sequence</a> (Level A)		Web: <b>Supports</b> Electronic Docs: <b>Supports</b> Software: <b>Supports</b> Authoring Tool: <b>Supports</b>	
<a href="#">1.3.3 Sensory Characteristics</a> (Level A)		Web: <b>Supports</b> Electronic Docs: <b>Supports</b> Software: <b>Supports</b> Authoring Tool: <b>Supports</b>	
<a href="#">1.4.1 Use of Color</a> (Level A)		Web: <b>Supports</b> Electronic Docs: <b>Supports</b> Software: <b>Supports</b> Closed: <b>Not Applicable</b> Authoring Tool: <b>Supports</b>	
<a href="#">1.4.2 Audio Control</a> (Level A)		Web: <b>Supports</b> Electronic Docs: <b>Supports</b> Software: <b>Supports</b> Authoring Tool: <b>Supports</b>	
<a href="#">2.1.1 Keyboard</a> (Level A)		Web: <b>Supports</b> Electronic Docs: <b>Supports</b> Software: <b>Supports</b> Authoring Tool: <b>Supports</b>	
<a href="#">2.1.2 No Keyboard Trap</a> (Level A)		Web: <b>Supports</b> Electronic Docs: <b>Supports</b> Software: <b>Supports</b> Authoring Tool: <b>Supports</b>	
<a href="#">2.1.4 Character Key Shortcuts</a> (Level A 2.1 only)		Web: <b>Supports</b> Electronic Docs: <b>Supports</b> Software: <b>Supports</b> Authoring Tool: <b>Supports</b>	Not used anywhere in the program.

Criteria	Conformance Level	Remarks and Explanations
	Authoring Tool: <b>Not Applicable</b>	
<a href="#">2.2.1 Timing Adjustable</a> (Level A)	Web: <b>Supports</b> Electronic Docs: <b>Supports</b> Software: <b>Supports</b> Authoring Tool: <b>Supports</b>	
<a href="#">2.2.2 Pause, Stop, Hide</a> (Level A)	Web: <b>Supports</b> Electronic Docs: <b>Supports</b> Software: <b>Supports</b> Authoring Tool: <b>Supports</b>	Not used anywhere in the program.
<a href="#">2.3.1 Three Flashes or Below Threshold</a> (Level A)	Web: <b>Supports</b> Electronic Docs: <b>Supports</b> Software: <b>Supports</b> Authoring Tool: <b>Supports</b>	
<a href="#">2.4.1 Bypass Blocks</a> (Level A)	Web: <b>Supports</b> Electronic Docs: <b>Supports</b> Software: <b>Supports</b> Authoring Tool: <b>Supports</b>	
<a href="#">2.4.2 Page Titled</a> (Level A)	Web: <b>Supports</b> Electronic Docs: <b>Supports</b> Software: <b>Supports</b> Authoring Tool: <b>Supports</b>	
<a href="#">2.4.3 Focus Order</a> (Level A)	Web: <b>Supports</b> Electronic Docs: <b>Supports</b> Software: <b>Supports</b> Authoring Tool: <b>Supports</b>	
<a href="#">2.4.4 Link Purpose (In Context)</a> (Level A)	Web: <b>Supports</b> Electronic Docs: <b>Supports</b> Software: <b>Supports</b> Authoring Tool: <b>Supports</b>	
<a href="#">2.5.1 Pointer Gestures</a> (Level A 2.1 only)	Web: <b>Supports</b> Electronic Docs: <b>Supports</b> Software: <b>Supports</b> Authoring Tool: <b>Supports</b>	
<a href="#">2.5.2 Pointer Cancellation</a> (Level A 2.1 only)	Web: <b>Supports</b> Electronic Docs: <b>Supports</b>	

Criteria		Conformance Level	Remarks and Explanations
		Software: <b>Supports</b> Authoring Tool: <b>Supports</b>	
	<a href="#">2.5.3 Label in Name</a> (Level A 2.1 only)	Web: <b>Supports</b> Electronic Docs: <b>Supports</b> Software: <b>Supports</b> Authoring Tool: <b>Supports</b>	
	<a href="#">2.5.4 Motion Actuation</a> (Level A 2.1 only)	Web: <b>Supports</b> Electronic Docs: <b>Supports</b> Software: <b>Supports</b> Authoring Tool: <b>Supports</b>	Not used anywhere in the program.
	<a href="#">3.1.1 Language of Page</a> (Level A)	Web: <b>Supports</b> Electronic Docs: <b>Supports</b> Software: <b>Supports</b> Authoring Tool: <b>Supports</b>	
	<a href="#">3.2.1 On Focus</a> (Level A)	Web: <b>Supports</b> Electronic Docs: <b>Supports</b> Software: <b>Supports</b> Authoring Tool: <b>Supports</b>	
	<a href="#">3.2.2 On Input</a> (Level A)	Web: <b>Supports</b> Electronic Docs: <b>Supports</b> Software: <b>Supports</b> Authoring Tool: <b>Supports</b>	
	<a href="#">3.3.1 Error Identification</a> (Level A)	Web: <b>Supports</b> Electronic Docs: <b>Supports</b> Software: <b>Supports</b> Authoring Tool: <b>Supports</b>	
	<a href="#">3.3.2 Labels or Instructions</a> (Level A)	Web: <b>Supports</b> Electronic Docs: <b>Supports</b> Software: <b>Supports</b> Authoring Tool: <b>Supports</b>	
	<a href="#">4.1.1 Parsing</a> (Level A)	Web: <b>Supports</b> Electronic Docs: <b>Supports</b> Software: <b>Supports</b> Authoring Tool: <b>Supports</b> Authoring Tool: <b>Not Applicable</b>	Not used anywhere in the program.

Criteria		Conformance Level	Remarks and Explanations
<a href="#">4.1.2 Name, Role, Value</a> (Level A)		Web: <b>Supports</b> Electronic Docs: <b>Supports</b> Software: <b>Supports</b> Authoring Tool: <b>Supports</b>	Not used anywhere in the program.

**Table 2: Success Criteria, Level AA**

Notes:

Criteria		Conformance Level	Remarks and Explanations
<a href="#">1.2.4 Captions (Live)</a> (Level AA)		Web: <b>Supports</b> Electronic Docs: <b>Supports</b> Software: <b>Supports</b> Authoring Tool: <b>Supports</b>	Not used anywhere in the program.
<a href="#">1.2.5 Audio Description (Prerecorded)</a> (Level AA)		Web: <b>Supports</b> Electronic Docs: <b>Supports</b> Software: <b>Supports</b> Authoring Tool: <b>Supports</b>	Web: <b>Most multimedia content in Seesaw is user-generated content (ex: presentations created by students or teachers). Users can provide text alternatives via text captions and comment tools for all multimedia content. These supports are not synchronized with the audio presentation.</b>  Authoring Tool: <b>Most multimedia content in Seesaw is user-generated content (ex: presentations created by students or teachers). Users can provide text alternatives via text captions and comment tools for all multimedia content. These supports are not synchronized with the audio presentation.</b>
<a href="#">1.3.4 Orientation</a> (Level AA 2.1 only)		Web: <b>Supports</b> Electronic Docs: <b>Supports</b> Software: <b>Supports</b> Authoring Tool: <b>Supports</b>	
<a href="#">1.3.5 Identify Input Purpose</a> (Level AA 2.1 only)		Web: <b>Supports</b> Electronic Docs: <b>Supports</b> Software: <b>Supports</b>	





Criteria	Conformance Level	Remarks and Explanations
	Authoring Tool: <b>Supports</b>	
<b><u>2.4.7 Focus Visible</u></b> (Level AA)	Web: <b>Supports</b> Electronic Docs: <b>Supports</b> Software: <b>Supports</b> Authoring Tool: <b>Supports</b>	
<b><u>3.1.2 Language of Parts</u></b> (Level AA)	Web: <b>Supports</b> Electronic Docs: <b>Supports</b> Software: <b>Supports</b> Authoring Tool: <b>Supports</b>	
<b><u>3.2.3 Consistent Navigation</u></b> (Level AA) Also applies to: Revised Section 508 <ul style="list-style-type: none"> <li>• 501 (Web)(Software)</li> <li>• 504.2 (Authoring Tool)</li> <li>• 602.3 (Support Docs)</li> </ul>	Web: <b>Supports</b> Electronic Docs: <b>Supports</b> Software: <b>Supports</b> Authoring Tool: <b>Supports</b>	
<b><u>3.2.4 Consistent Identification</u></b> (Level AA) Also applies to: Revised Section 508 <ul style="list-style-type: none"> <li>• 501 (Web)(Software)</li> <li>• 504.2 (Authoring Tool)</li> <li>• 602.3 (Support Docs)</li> </ul>	Web: <b>Supports</b> Electronic Docs: <b>Supports</b> Software: <b>Supports</b> Authoring Tool: <b>Supports</b>	
<b><u>3.3.3 Error Suggestion</u></b> (Level AA) Also applies to: Revised Section 508 <ul style="list-style-type: none"> <li>• 501 (Web)(Software)</li> <li>• 504.2 (Authoring Tool)</li> <li>• 602.3 (Support Docs)</li> </ul>	Web: <b>Supports</b> Electronic Docs: <b>Supports</b> Software: <b>Supports</b> Authoring Tool: <b>Supports</b>	
<b><u>3.3.4 Error Prevention (Legal, Financial, Data)</u></b> (Level AA)	Web: <b>Supports</b> Electronic Docs: <b>Supports</b> Software: <b>Supports</b> Authoring Tool: <b>Supports</b>	
<b><u>4.1.3 Status Messages</u></b> (Level AA 2.1 only)	Web: <b>Supports</b> Electronic Docs: <b>Supports</b> Software: <b>Supports</b> Authoring Tool: <b>Supports</b>	

**Table 3: Success Criteria, Level AAA**

Notes: Table 3 has been removed because this product has not been tested for conformance to WCAG Level AAA criteria.

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