

**FIRST AMENDMENT TO SOFTWARE SERVICES AGREEMENT
BETWEEN READ NATURALLY INC. AND POUDRE SCHOOL DISTRICT R-1**

This First Amendment (“Amendment”) effective March 27, 2024, is attached to and forms part of the Software Services Agreement between Poudre School District R-1 (the “District”) and Read Naturally Inc. (the “Contractor”) executed June 12, 2023 (“Agreement”), hereby attached and made part of this Amendment. To the extent that any of the terms or conditions contained in this Amendment may contradict with any of the terms or conditions of the attached Agreement, it is expressly understood and agreed that the terms of this Amendment shall take precedence and supersede the attached Agreement. The parties agree to amend the Agreement by adding the following language:

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

2. **Term of Agreement.**
 - 2.1. At the conclusion of the term dated June 30, 2024, 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, 2024 through June 30, 2025.

3. **Amended Responsibilities.**
 - 3.1. Exhibit A is deleted hereby in its entirety.
 - 3.2. Replace Exhibit A with Contractor’s Student Data Collection, 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 Pricing Guide 2024, hereby attached to this First Amendment and made part of this Agreement.
 - 3.5. Within section 10, delete the language which has a strikethrough and replace with the following language which is underlined:

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

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

Fort Collins, CO 80521
E-mail: contracts@psdschools.org

Special Provisions.

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

4. **General Provisions.**

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

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

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

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

READ NATURALLY INC.

POUDRE SCHOOL DISTRICT R-1

By: Robert Lay

By: _____

Robert Lay
Security Contract Representative

R. David Montoya
Chief Finance Officer

By: _____

Julie Chaplain
Assistant Superintendent

Exhibit A



STUDENT DATA INFORMATION REQUEST FOR SOFTWARE SERVICES

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

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

Please provide the following information to facilitate the contracting process:

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

Read Live, a web-based suite of reading programs, including:

- **Read Naturally Live:** Semi-independent reading intervention for fluency, phonics, vocabulary, and comprehension.
- **Word Warm-ups Live:** Semi-independent phonics instruction program for intervention or supplemental instruction.
- **Read Naturally Live—Español:** Spanish version of our semi-independent reading intervention for fluency, phonics, vocabulary, and comprehension.
- **One Minute Reader Live:** Independent, structured reading program to develop fluency, phonics, and vocabulary.

In all four programs, students work on a computer or iPad, completing highly structured reading activities. Teachers can log in to manage students, adjust assignments, and produce reports for monitoring student achievement.

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

Student Data collected through the use of Read Live

Data	Purpose
Student first and last name	Required to support program functionality
Student ID	Optional for single sign on
Student user ID	Required to support program functionality

Student password	Required to support program functionality
Student email address	Optional
Student's grade	Required to support program functionality
Student's school name	Required to support program functionality
Student's program teacher	Required to support program functionality
Student's homeroom	Optional
Contact 1 relationship	Optional
Contact 1 first and last name	Optional
Contact 1 email address	Optional
Contact 2 relationship	Optional
Contact 2 first and last name	Optional
Contact 2 email address	Optional
Teacher first and last name	Required to support program functionality
Teacher email address	Required to support program functionality
Teacher's school name	Optional
Teacher user ID	Required to support program functionality
Teacher password	Required to support program functionality
Student assignment data (reading level and goal)	Required to support program functionality and provide reporting to teachers
Student reading performance data	Required to support program functionality and provide reporting to teachers
Student quiz performance data	Required to support program functionality and provide reporting to teachers
SSO ID	Optional for rostering

Staff Member Data collected through the use of Read Live

Data	Purpose
Staff Member first and last name	Required to support program functionality
Staff Member user ID	Required to support program functionality
Staff Member password	Required to support program functionality
Staff Member email address	Required to support program functionality
Staff Member role	Determine permissions within the program

Meta Data collected through the use of Read Live

Data	Purpose
IP address	Required to evaluate, monitor, and improve program functionality and performance
Device type, model and OS	Required to evaluate, monitor, and improve program functionality and performance
Browser type and version	Required to evaluate, monitor, and Improve program functionality and performance

3. What is the purpose of collecting student data?

Within the program, licensed students receive reading assignments from their teachers and complete the required read-along, repeated reading, and comprehension-monitoring tasks based on the options set for the student.

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 and Softensity

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

Third parties who may receive student data in some format

Vendor	URL	Description
Amazon Web Services (AWS)	aws.com	Web hosting
Softensity	softensity.com	Application development support - deidentified/anonymized data only

6. Please provide:

- Current quote (if available)

Attached to end of document

- Tiered pricing for future purchases

The pricing below reflects the price per student seat for one year, with a MINIMUM OF 6 SEATS.

Description	Item Number	Item Price\$
6-29 seats	RL01B	\$29.00
30-129 seats	RL01C	\$23.00
130+ seats	RL01D	\$19.00

- Name and email for contract notices

Customer Service (customerservice@readnaturally.com)

- Name and title of person who will sign the contract

Robert Lay (Security Contract Representative)

- Does the system allow integration for rostering?

Yes No

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

Currently, integrated rostering is only supported using ClassLink via an SFTP site. Use this [link](#) for more information.



1284 Corporate Center Dr, Ste 600
 Saint Paul, MN 55121-1279
 phone: 800.788.4085 651.452.4085
 fax: 651.452.9204
 website: www.readnaturally.com

Quote No: Q220497
 Quote Date: 2/7/2024

QUOTATION This Quote Expires on: 6/30/2024

PO #
Bill to: POUDRE SCHOOL DISTRICT
 Ivy Sipes
 2407 LA PORTE AVE
 FORT COLLINS, CO 80521

PO #
Ship to: POUDRE SCHOOL DISTRICT
 Ivy Sipes
 2407 LA PORTE AVE
 FORT COLLINS, CO 80521

QUANTITY	ITEM NO.	DESCRIPTION	UNIT PRICE	AMOUNT
150	RL01D	Read Live Licenses	19.00	3,021.00
Subscription period: 6/30/2024 through 6/30/2025				

SUBTOTAL:	\$3,021.00
SHIPPING:	\$0.00
SALES TAX:	\$0.00

ORDER TOTAL: \$3,021.00

ORDER NOTES

Read Live Account Information:
 Read Live Account ID: 00011289
 Current Main Account Administrator: Ivy Sipes

Read Live Account Manager:
 Customer Service, customerservice@readnaturally.com
 800.788.4085 option 2

ORDER OPTIONS

- Purchase Order:**
- Email: customerservice@readnaturally.com
 - Mail: 1284 Corporate Center Dr. #600
Saint Paul, MN 55121

- Credit Card:**
- Phone: 800.788.4085 option 2
 - Online: www.readnaturally.com/make-payment
and follow on-screen prompts

Exhibit B

The pricing below reflects the price per student seat for one year, with a MINIMUM OF 6 SEATS.

Description	Item Number	Item Price\$
6-29 seats	RL01B	\$29.00
30-129 seats	RL01C	\$23.00
130+ seats	RL01D	\$19.00



1284 Corporate Center Dr, Ste 600
 Saint Paul, MN 55121-1279
 phone: 800.788.4085 651.452.4085
 fax: 651.452.9204
 website: www.readnaturally.com

Quote No: Q220497
 Quote Date: 2/7/2024

QUOTATION This Quote Expires on: 6/30/2024

Bill to: PO #
 Poudre School District
 Ivy Sipes
 2407 LA PORTE AVE
 FORT COLLINS, CO 80521

Ship to: PO #
 Poudre School District
 Ivy Sipes
 2407 LA PORTE AVE
 FORT COLLINS, CO 80521

QUANTITY	ITEM NO.	DESCRIPTION	UNIT PRICE	AMOUNT
159	RL01D	Read Live Licenses Subscription period: 6/30/2024 through 6/30/2025	19.00	3,021.00

SUBTOTAL:	\$3,021.00
SHIPPING:	\$0.00
SALES TAX:	\$0.00
ORDER TOTAL:	\$3,021.00

ORDER NOTES

Read Live Account Information:
 Read Live Account ID: 00011289
 Current Main Account Administrator: Ivy Sipes

Read Live Account Manager:
 Customer Service, customerservice@readnaturally.com
 800.788.4085 option 2

ORDER OPTIONS

Purchase Order:

- Email: customerservice@readnaturally.com
- Mail: 1284 Corporate Center Dr. #600
Saint Paul, MN 55121

Credit Card:

- Phone: 800.788.4085 option 2
- Online: www.readnaturally.com/make-payment
and follow on-screen prompts

**SOFTWARE SERVICES AGREEMENT
BETWEEN READ NATURALLY INC.
AND POUDBRE SCHOOL DISTRICT R-1**

This Software Services Agreement (“Agreement”) is entered into this 12th day of June 2023, by and between Poudre School District R-1 (the “District”) and Read Naturally 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, 2023 and continue through and including June 30, 2024. The Agreement, at the option of the District, may be extended for up to four (4) additional one-year terms, upon a written mutually agreed upon amendment for each one-year term.

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

1.3. **Termination For Cause.** Notwithstanding the provisions of section 1.1 and 1.2 above, if either party is in breach of an obligation or covenant under this Agreement the non-breaching party may give written notice to the breaching party describing the breach and demanding that it be cured. If the breach is not cured within seven (7) days after the breaching party’s receipt of said notice, the non-breaching party may immediately terminate the Agreement and avail itself of any and all remedies available at law or in equity.

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

2. **Deliverables and Purchase Price.**

The Contractor shall make its web-based reading intervention curriculum for use in the District, in accordance with the scope of work set forth in the attached Exhibit A (hereinafter the “Services”).

2.1. The total cost for all Services under this contract as set forth on the attached Exhibit B, due and payable thirty (30) days from receipt of Contractor’s invoice.

2.1.1. Additional Services purchased shall not exceed the pricing outlined in Exhibit B, and shall be provided to additional District locations at the rate of the last received Contractor quote for any additional purchases.

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

- 2.3.1. The Contractor shall provide the contact in section 10 a quote for Services conforming to the pricing, which shall be payable by the District thirty (30) days after receipt of Contractor's invoice.
- 2.3.2. Products, quotes or Services provided to schools, which do not comply with this section 2.3 will be considered non-conforming and unauthorized.
- 2.3.3. Dates for Services shall not exceed the dates specified in section 1.1.
- 2.3.4. Site-based credit cards and/or site-based restricted checks shall not be permitted for payment.
- 2.3.5. Services provided by Contractor without conforming to section 2.3 of the Agreement shall be considered unauthorized and payment shall not be issued by the District.
- 2.3.6. Contractor shall assure compliance with the District Policy DJG/DJGA, attached as Exhibit C and hereby made part of this Agreement, direct communication with schools or sales must be approved by contact in section 10 of this agreement.

2.3. 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.

2.4. **Invoicing.** The District utilizes an online vendor portal to collect, validate, and manage vendor information, including but not limited to tax ID 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, TIN and bank account verification.

- 2.4.1. Contractor will provide invoices for the Services at the rate specified in B. 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.
- 2.4.2. 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.

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

2.4.4. 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.

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

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

2.4.7. 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.

2.5. 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.

2.6. The District shall access and use the Services solely for non-commercial instructional and administrative purposes within the District. Further, the District shall not, except as expressly authorized or directed by the Contractor: (a) copy, modify, translate, distribute, disclose or create derivative works based on the contents of, or sell, the Services, or any part thereof; (b) decompile, disassemble or otherwise reverse engineer Services or otherwise use the Services to develop functionally similar products or services; (c) modify, alter or delete any 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.

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

Services, and shall reasonably assist Contractor as necessary to remedy any such violation. Contractor Services are protected by patents.

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

3. **Definitions.**

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

3.2. As used in 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 3.4 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. **Remedies.** If Contractor fails to comply with any of the foregoing requirements in sections 4, 5, 6 or 7 at any time during or after the term of the Agreement the District may, as applicable, terminate the Agreement and/or disqualify Contractor from future contracts and subcontracts with the District.

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

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

Read Naturally Inc.
Attn: Dan Evans
1284 Corporate Center Drive
Suite 600
Saint Paul, MN 55121
Email: devans@readnaturally.com

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

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

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

Commercial General Liability

Minimum Limits

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

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

Minimum Limits

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

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

The insurance shall provide coverage for:

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

12. **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.

13. **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.

14. **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.

Read Naturally Inc.

POUDRE SCHOOL DISTRICT R-1

By:  _____

Dan Evans
Operations Manager

By:  _____
R David Montoya (Jun 20, 2023 14:40 MDT)

R. David Montoya
Chief Finance Officer

By:  _____
Traci Gile (Jun 20, 2023 13:18 MDT)

Traci Gile, PhD
Assistant Superintendent of Schools

Exhibit A

1. Provide a detailed specific description of the product and scope of work to be completed. Descriptions should not include wording such as “most used” or “used by x amount of schools”. *Service descriptions should be in detail and free of sales language, so that it is clear to the common person- “What are we buying?”*

Read Live is a web-based reading intervention curriculum with content serving the 1st through 8th grade reading intervention range. It can be set up to include logins for many teachers and many schools, based on the needs of the school or school district. Within the program, licensed students receive reading assignments from their teachers and complete the required read-along, repeated reading, and comprehension-monitoring tasks based on the options set for the student. The program contains a reporting functionality for ongoing progress monitoring. Read Live is available on a subscription basis only, licensed annually based on the student licensing needs of the school or school district.

Student Data collected through the use of Read Live

Data	Purpose of Data Collection
IP address	Required to evaluate, monitor, and improve program functionality and performance
Device type, model and OS	Required to evaluate, monitor, and improve program functionality and performance
Browser type and version	Required to evaluate, monitor, and improve program functionality and performance
Student first and last name	Required to support program functionality
Student ID	Optional
Student user ID	Required to support program functionality
Student password	Required to support program functionality
Student's grade	Required to support program functionality
Student's school name	Required to support program functionality
Student's program teacher	Required to support program functionality
Student's homeroom teacher	Optional
Parent/Guardian first and last name	Optional
Parent/Guardian phone	Optional
Parent/Guardian email address	Optional
Teacher first and last name	Required to support program functionality
Teacher email address	Required to support program functionality
Teacher phone number	Required to support program functionality
Teacher's school name	Optional
Teacher user ID	Required to support program functionality
Teacher password	Required to support program functionality
Student assignment data (reading level and goal)	Required to support program functionality and provide reporting to teachers
Student reading performance data	Required to support program functionality and provide reporting to teachers
Student quiz performance data	Required to support program functionality and provide reporting to teachers

Third parties who may receive student data in some format

Vendor	Description
Amazon Web Services (www.amazon.com)	Web hosting
Softensity (www.softensity.com) - deidentified/anonymized data only	Application development support

Exhibit B

Hi Tracy,

Thank you for your email.

This link is for our [current catalog](#) and this link is for our [current price list](#).

Your district has purchased Read Live subscription since 2013. Read Live includes complete access to [Read Naturally Live](#), [Word Warm-ups Live](#), [One Minute Reader Live](#), and [Read Naturally Live—Español](#)—four powerful programs, one easy-to-use platform.

The pricing below reflects the price per seat for one year, with a MINIMUM OF 6 SEATS.

Description	Item Number	Item Price, \$
6-29 seats	RL01B	\$29.00
30-129 seats	RL01C	\$23.00
130+ seats	RL01D	\$19.00

The more Read Live seats you purchase, the less you pay per seat.

Examples:
10 seats x \$29.00 per seat = \$290.00
50 seats x \$23.00 per seat = \$1150.00
200 seats x \$19.00 per seat = \$3800.00

Read Live iPad App

Teachers set up and manage Read Live using a web browser ([System requirements](#)). Students can access the Read Live curriculum either by using a web browser or by using the free [Read Live app for Apple iPads](#).

Let me know if you have any questions or need additional information.

Thank you!

Exhibit C



Poudre School District

DJG/DJGA - VENDOR RELATIONS, SALES CALLS AND DEMONSTRATIONS

VENDOR QUALIFICATIONS

No favoritism shall be extended to any vendor. The Finance Department, in cooperation with other interested District departments, sites and employees, may establish required vendor qualifications for certain District purchases, and may prequalify vendors, as they determine necessary or appropriate.

CONFLICT OF INTEREST

District employees have a fiduciary duty to act in the best interests of the District regarding all work they perform in connection with any District contract or purchase. No vendor shall offer, and no District employee shall accept, any gift, service, honorarium, stipend or fee that may objectively be viewed as having the purpose or effect of improperly influencing the employee to purchase goods and/or services from the vendor. No District employee may have a financial or business interest in any District contract or purchase made by the employee in his or her official capacity, and no District employee may influence or attempt to influence the District regarding any contract or purchase in which the employee has a financial or business interest.

SALES CALLS

To protect District students and staff against disruption of the educational process and/or interruption of the work day, sales representatives shall not be permitted in District schools for the purpose of making sales calls unless authorized to do so by the superintendent, executive director of finance or their designees.

The superintendent or executive director of finance may, when they determine it to be in the best interest of the District, bar any vendor, organization or person from any or all District facilities for soliciting purchases from or services to students, their parents/guardians, or District employees.

VIOLATIONS

Employees who violate any provision of this policy shall be subject to discipline up to and including termination of employment. Any vendor engaging in conduct that is inconsistent with this policy may be disqualified indefinitely from doing business with the District.

Adopted by Board: May 1972

Revised by Board: May 1982

Revised by Board: April 1988

Revised by Board to conform with practice: May 22, 1995
Revised by Board: April 8, 1996
Revised by Board: June 10, 1996
Revised by Superintendent: May 14, 2007
Revised by Superintendent: March 8, 2017
Revised by Board: February 12, 2019
Revised by Board: December 8, 2020

LEGAL REF:

C.R.S. 24-18-101, et seq.

CROSS REFS:

DJ, Purchasing

DJA, Purchasing Authority

DJB, Purchasing Procedures

FE, Construction Projects and Contracting Procedures

FEAA, Construction Project Prequalification

GBEA, Staff Ethics/Conflict of Interest

GBEBC, Gifts to and Solicitations by Staff