SOFTWARE AGREEMENT
BETWEEN CHARACTERSTRONG LLC
AND POUDRE SCHOOL DISTRICT R-1

This Software Agreement ("Agreement") is entered into as of October 23, 2025, by and between Poudre School District R-1, a school district organized and existing under the laws of the state of Colorado (the "District") and CharacterStrong LLC (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 and Termination of Agreement.**

    1.1.   This Agreement shall commence as of October 23, 2025, and shall continue through and including October 22, 2026, unless earlier terminated as provided herein. The Agreement, at the option of the District, may be extended for up to four (4) additional one-year terms, upon a written mutually agreed upon amendment for each one-year term.

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

    1.3.   Notwithstanding the provisions of sections 1.1 and 1.2 above, either party may terminate this Agreement at any time in that party's sole discretion for any reason, with or without cause, by providing the other party with thirty (30) days' advance written notice. In the event of such termination: (a) the District shall pay Contractor for all Services performed under and in accordance with this Agreement up to the date of termination; and (b) Contractor shall reimburse the District for all payments made in excess of Services performed up to the date of termination.

2. **Deliverables and Purchase Price.**

    2.1.   The Contractor shall make its Curriculum and Training Pricing for use in the District in accordance with the scope of work set forth in the attached Exhibit A (hereinafter the "Services").

    2.2.   The total cost for all Services shall not exceed pricing according to the pricings as set forth on the attached Exhibit A.

    2.3.   Additional Services purchases shall not exceed the pricing outlined in Exhibit A.

2.4.   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.

2.5.   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.

2.6.   Fulfillment of Services under the terms and conditions set forth in this Agreement shall be through the issuance of a District purchase order or site-based purchasing card.

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

   2.6.2.   District issued purchase orders are required for purchases greater than Ten Thousand Dollars and Zero Cents ($10,000.00).

   2.6.3.   Services provided by Contractor without conforming to sections 2.1. 2.2, 2.3, and 2.6.2 of the Agreement shall be considered unauthorized and payment shall not be issued by the District.

   2.6.4.   Direct communication with schools or sales must be approved by contact in section 11 of this agreement.

2.7.   **Invoicing.** Contractor will provide invoices for the Services at the rate specified in Exhibit A. Invoices for Services provided shall be submitted directly to accounts payable in the District's Finance department at ap@psdschools.org upon execution of this Agreement. Invoices for such Services shall include (a) the District location for which the licenses were provided, (b) description of licensing (including start and end dates of the license term), (c) and if issued, a purchase order number.

   2.7.1.   Invoices will generally be paid within thirty (30) days following the District representative's approval.

   2.7.2.   Invoices received that do not conform to the scope of this Agreement will not be approved, the District will notify the Contractor in writing, and the District will not be responsible for covering associated costs.

   2.7.3.   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.

    2.7.4.   The District utilizes the PaymentWorks vendor portal to collect, validate, and manage vendor information. The Contractor must complete the registration process in the portal and be approved by the District prior to the issuance of a purchase order.

2.8.   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.

2.9.   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.

2.10.   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.

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

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

8.2.   Contractor shall indemnify, hold harmless, and assume liability on behalf of the District and the District's Board members, employees, representatives and agents, for all third party costs, expenses, claims, damages, liabilities, court awards, attorney fees and related costs, and any other amounts incurred by the District in relation to Contractor's noncompliance with accessibility standards for an individual with a disability adopted by the Office of information Technology pursuant to C.R.S. § 24-85-103.

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	CharacterStrong LLC
Attn: Strategic Sourcing & Contracting	Attn:
2407 LaPorte Avenue	1402 Lake Tapps Pkwy SE Ste F104#128
Fort Collins, CO 80521	Auburn, WA 98092
E-mail: Contracts@psdschools.org	Email: billing@characterstrong.com

12. **Insurance.**

Contractor, 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 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 12 shall not reduce the indemnification liability that Contractor has assumed in section 13.

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

Commercial General Liability

Minimum Limits

- Each Occurrence Bodily Injury & Property Damage $1,000,000
- General Aggregate $2,000,000

- Coverage must be written on an "occurrence" basis.
- Poudre School District R-1 and its elected officials, employees, agents, and volunteers shall be named as an additional insured or covered as an additional insured by way of a blanket endorsement and shall be insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Agreement.

Technology Errors & Omissions and Network Security & Privacy

Minimum Limits

- Per Loss $1,000,000
- Aggregate $3,000,000
- Liability extends for a period of three (3) years beginning at the time work under this Agreement is completed. Contractor 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 Contractor'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.

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 third-party suit, action, claims, grievance, or proceeding, including all reasonable attorneys' fees, costs and expenses ("Losses"), 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 except to the extent that the Losses arise from the District or District Board's negligence or willful misconduct.

Neither Contractor nor District shall in any event be liable for any indirect,

consequential, enhanced, special, indirect, or punitive damages, or for any loss of profits or revenue, even if Contractor or District has been advised of the possibility of such damages. The waiver of consequential damage and the limitation of liability set forth herein are fundamental elements of the basis of the Agreement between Contractor and the District. Contractor would not be able to provide the Services on an economic basis, and would not have entered into this Agreement, without such waiver and limitation. It is expressly understood and agreed that the foregoing provisions of this Section survive any expiration or termination of this Agreement to the extent the circumstances creating a liability covered hereby arose prior to such expiration.

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

15. **General Provisions.**

    15.1. **No Assignment.** The Contractor shall not assign this Agreement or any of its rights, interests or obligations under this Agreement without the prior written consent of the District, which consent may be withheld for any reason or no reason as determined by the District in its sole discretion. Provided however, the foregoing consent is not required from the District when the Contractor assigns or transfers this Agreement or any interest herein to a subsidiary, parent company, or a corporate affiliate of the Contractor or in connection with the sale of all, or substantially all the outstanding assets or transfer of a majority interest in ownership or equity of the Contactor.

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

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

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

    15.5. **Conflict of Terms.** In the event of any conflict of terms found between

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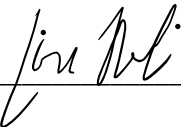
15.6. **Survival of Certain Contract Terms.** Notwithstanding anything herein to the contrary, the parties understand and agree that all terms and conditions of this Contract and the exhibits and/or attachments hereto which may require continued performance, compliance, or effect beyond the termination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

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

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

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

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

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

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

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

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

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

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

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

CHARACTERSTRONG LLC   POUDRE SCHOOL DISTRICT R-1

By:_____

John Norlin
General Manager

By: R David Montoya (Dec 26, 2025 09:42:43 MST)

R. David Montoya
Chief Finance Officer

By: Amanda Kreiger (Dec 23, 2025 15:31:11 MST)

Amanda Kreiger
Director of Curriculum and Instruction

Exhibit A

Curriculum and Training Pricing

Year One

Licenses for Tier 1, Tier 2 and Tier 3 curriculum allow for one year of school-wide access to all educators in one building.

PurposeFull People Elementary Tier 1 Curriculum…..………….……..……….………$2,999/school

Middle School Tier 1 Curriculum..$3,999/school

High School Tier 1 Curriculum…..…………..….………….…...............................$3,999/school

Tier 2 (K-5, 6-8, 9-12)..…...........................$1,999/school

Tier 3 (K-5, 6-8, 9-12)...…......................$1,999/school

CharacterStrong LoHi Toolkit…………………….……………………………...…….$999/school

Foundation of Leadership (6-8).…………..….…………….………........................$999/school

Service of Leadership (9-12).…..…………..….………….………...........................$999/school

Discount Chart

2-3 schools = 10% off each school

4-5 schools = 15% off each school

6+ schools = 20% off each school

Renewal in Following Years

If the district chooses to maintain access to the CharacterStrong curriculum in following years, the renewal fees listed below will be charged following the first full year of use.

PurposeFull People Elementary Tier 1 Curriculum….…...................................... $1,999/school

Middle School Tier 1 Curriculum.. $1,999/school

High School Tier 1 Curriculum... $1,999/school

Tier 2 (K-5, 6-8, 9-12)..$1,999/school

Tier 3 (K-5, 6-8, 9-12)..$1,999/school

CharacterStrong Gym...$499/school

Foundation of Leadership (6-8)………..…………..…………….....................................$99/school

Service of Leadership (9-12)………..…………..…………….....................................$99/school

Professional Development

Tier 1: 2-Hour Live Virtual Training - $1,999 per school.

- Delivered via live, virtual format to 1 or multiple schools. We recommend bringing your full staff into a space where the CharacterStrong Trainer can be projected on a big screen with quality sound so that folks can respond, in person, to the prompts, reflections, and activities together. If this is not possible, individual educators can log in if necessary from separate spaces.
- This training will also include follow-up resources for building leads to use throughout the year.

Tier 1: 3-Hour In Person Training - $5,250 per session.

- Delivered to 1 or multiple schools in a single location, this half-day training model brings a CharacterStrong presenter in live with staff to focus on the why and the how of doing this work with competence and confidence.
- This training will also include follow-up resources for building leads to use throughout the year.

Tier 2: Full-Day Training - $7,500 for 75 Attendees Max.

- Level 0
  - Gain clarity on what Tier 2 is and is not.
  - Create the conditions for schools to implement Tier 2 to support social, emotional, and behavioral needs.
  - Establish a Tier 2 team with clearly defined roles and responsibilities.
  - Explore processes to detect and triage students in need of Tier 2 support.
  - Examine ways to progress monitor the fidelity and outcomes of Tier 2 implementation.
  - Develop an action plan for implementation.
- Level 1

- Develop initial competence and confidence to use CST2 to advance a Tier 2 system of support.
- Learn the 5 step implementation process built into the Tier 2 platform.
- Explore how to use the built-in screening and progress monitoring tools.
- Grow your knowledge of how to best implement the four acquisition and six performance supports.

Brain and Behavior Training: Creating a Culture of Academic Engagement and Effective Classroom Management - $15,500 for 150 Attendees Max.

- A 1-day training on our research-backed instructional framework to equip educators with easy-to-use tools that impact student behavior and school culture.
- The Challenge: Over 80% of educators report the pandemic has increased student social, emotional, and behavioral challenges (National Center for Educational Statistics, 2022), and they have taken on much of the stress of their students' increased needs (RAND, 2022). Educators need simple strategies to improve student engagement and increase well-being overall.
- How We Can Help: We offer educators low-burden, high-impact strategies to increase well-being, belonging, and engagement in all areas of a classroom and school community. Our instructional framework promotes powerful relationship-building and helps students find value in their learning.

On Demand PD - $999 per building with an annual renewal of $499. Currently has 15+ different courses on the following topics:

- Adult SEL: Organizational and Individual Strategies
- Low-Burden High Impact Classroom Practices
- Whole School, Whole Student Multi-Tiered Systems of Support
- Mental Health Education for Educators
- Our Year 1 Training: Creating a Strong School Culture through Clarity, Competence, and Consistency.
- Stress, Coping, & Resilience - Cultivating Socially & Emotionally Healthy Educators
- Understanding behavior from a functional lens
- Relationships: Establish, Maintain, and Restore
- Responding to Problem Behavior - The PROMPT Method
- Creating Healthy Environments
- Multi-Tiered Systems of Support for Behavior

- Trauma-Informed Practices

Exhibit B

Poudre School District

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.*

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

Student	*Teacher*	*Admin*	*Meta Data*

3. What is the purpose of collecting student data?

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.*

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

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?

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/class-room	Student rostering
Salesforce	salesforce.com	CRM