

**SECOND AMENDMENT SOFTWARE SERVICES
AGREEMENT BETWEEN BLOOMSIGHT US LLC
AND POUUDRE SCHOOL DISTRICT R-1**

This Second Amendment (“Second Amendment”) effective as of the 13th day of March, 2024, is attached to and forms part of the Software Services Agreement between and Poudre School District R-1 (the “District”) and Bloomsight US LLC (the “Contractor”) executed May 3, 2022 and the First Amendment to the Agreement executed August 7, 2023 (“Agreement”), both of which are attached and made part of this Second Amendment. To the extent that any of the terms or conditions contained in this Second Amendment may contradict with any of the terms or conditions of the attached Agreement, it is expressly understood and agreed that the terms of this Second Amendment shall take precedence and supersede the attached Agreement. The parties agree to amend the Contract by adding the following language:

1. **Purpose of Amendment.** This Amendment shall constitute the Second Amendment to the Agreement between the District and the Contractor. The purpose of this Second Amendment is to amend the terms and deliverables between the District and Contractor.
2. **Term of Agreement.**
 - 2.1. At the conclusion of the term dated September 1, 2024, as outlined in section 1.1 of the Agreement, the District and Contractor elect to extend the term of the Agreement beginning on August 31, 2024 through September 1, 2025.
3. **Amended Responsibilities.**
 - 3.1. Exhibit A is deleted hereby in its entirety.
 - 3.2. Replace Exhibit A with Contractor’s Data Collection, hereby attached to this Second 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 Annual Subscription, hereby attached to this Second Amendment and made part of this Agreement.
4. **Special Provisions.**
 - 4.1. **Terms and Conditions.** With the exception of items explicitly delineated in this Second Amendment, all terms and conditions of the original Agreement between the District and Contractor shall remain unchanged and in full force and effect.
5. **General Provisions.**


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

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

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

BLOOMSIGHTS US LLC

POUDRE SCHOOL DISTRICT R-1

By: 
Adam Rockenbach (Mar 26, 2024 11:06 MDT)

Name: Adam Rockenbach
Title: CEO

By: 

R. David Montoya
Chief Finance Officer

By: 

Julie Chaplain
Assistant Superintendent

Exhibit A



Product Description

Bloomsights is a tool designed for educators to gain deep insights into their students' thoughts, emotions, and experiences within the school environment. It serves as both a formative assessment and a means to enhance student well-being, foster a positive school atmosphere, and promote holistic student development.

Bloomsights provides a clear picture of students' needs, enabling educators to effectively identify and prioritize necessary interventions. Additionally, it offers continuous and meaningful insights, empowering educators to strategize and implement targeted approaches that facilitate positive student outcomes and overall school improvement.

The Data Elements of District Data or PII that Bloomsights Collects, Generates, or Uses

What Data is Collected Through the Use of Bloomsights?

Data Collected	General Purpose of Data Collection
School name	Required to support product functionality
Student first & last name	Required to support product functionality
Student grade level	Required to support product functionality
Student Clever id	Required to support product functionality
Student gender	Required to support product functionality
Staff first and last name	Required to support product functionality
Staff email	Required to support product functionality
Staff Clever id	Required to support product functionality
Teacher first and last name	Required to support product functionality

Teacher email	Required to support product functionality
Teacher Clever id	Required to support product functionality
Teacher roster data	Required to support product functionality
Bloomsights survey question response value	Used for teacher data collection
Student connection responses	Used for teacher data collection
Student connection timestamp	Used for teacher data collection
Student survey responses timestamp	Used for teacher data collection
IP address	Stored for security examination

What Data is Generated By Bloomsights?

In addition to the types of data indicated above, Bloomsights collects, analyzes, or creates:

Data Generated	General Purpose of Data Generation
Bloomsights Survey Results	The Bloomsights survey employs a comprehensive set of questions covering various aspects of learning and health to gather data on student attitudes, behaviors, and experiences within the school context. This feedback is a valuable resource for educators, aiding them in cultivating student well-being, fostering thriving social and academic communities, and cultivating positive learning environments within the school setting.
Teacher Reports	Bloomsights uses student feedback and expert research to help educators identify and address student needs early on. They can effectively support students' social, emotional, and academic growth with tailored tools and recommendations.
Bloomsights Indicators	Bloomsights indicators provide a calculated, real-time status of each student's well-being based on student perception data

Historical charts	Bloomsights provides teachers and staff with ongoing well-being and school climate over the course of the school year.
Bloomsights Sociograms	Bloomsights provides teachers and staff with a mapping of student connections at the class and grade levels to detect signs of social isolation and pinpointing opportunities to improve student social interactions with peers.

What Third-Parties Does Bloomsights Partner With?

Vendor	URL	Description
Google Cloud	https://cloud.google.com	Cloud provider for server & database
Clever	https://clever.com	Rostering data
Classlink	https://classlink.com	Rostering data
Sentry	https://sentry.io/welcome/	Alerts and monitoring

Pricing

Bloomsights Annual Subscription	\$1600/year
<ul style="list-style-type: none"> ● Schoolwide license ● Rostering support through Clever or Classlink ● Unlimited student check-ins ● Tiered strategies to support student outcomes ● Educator training and support 	
New! Bloomsights Reflections	\$550/year
<p>Bloomsights Reflections simplifies assessing student well-being by providing a convenient platform for educators to gather feedback effortlessly. It consolidates student and educator perspectives, streamlining collaboration.</p>	

Contact Information

Adam Rockenbach
Co-Founder and CEO
970.413.4535
adam@bloomsights.com

Business Address

Bloomsights US, LLC
7056 Lightning Ct
Timnath, CO 80547

Contract Notices

Adam Rockenbach
Co-Founder and CEO
970.413.4535
adam@bloomsights.com

Exhibit B



ANNUAL SUBSCRIPTION

Bloomsights

\$1600/year

- Schoolwide license
- Rostering support via Clever or Classlink
- Unlimited student check-ins
- Tiered student support strategies
- Staff training and support

Reflections

\$550/year

Reflections simplifies assessing student well-being by providing a convenient platform for educators to gather student feedback. It consolidates student and educator perspectives, streamlining collaboration.

* **Bloomsights and Reflections** **\$2150/year**

**FIRST AMENDMENT TO SOFTWARE SERVICE AGREEMENT
BETWEEN BLOOMSIGHT US LLC
AND POUFRE SCHOOL DISTRICT R-1**

This First Amendment (“Amendment”) dated the 7th day of August 2023, is attached to and forms part of the Software Service Agreement between Poudre School District R-1 (the “District”) and Bloomsight US LLC (the “Contractor”) executed May 3, 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 Contract by adding the following language:

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

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

3. **Amended Responsibilities.**
 - 3.1. Exhibit B is deleted hereby in its entirety.

 - 3.2. Replace Exhibit B with Contractor’s Estimate Number Olander ES 2023-24, Poudre School District 2023-24 and Poudre School District Pricing, hereby attached to this First Amendment and made part of this Agreement

 - 3.3. The total cost for the Services on the attached Exhibit B is Six Thousand Dollars and Zero Cents (\$6,000.00), due and payable by the District thirty (30) days after receipt of Contractor’s invoice.

 - 3.4. The pricing of all Services under this Agreement shall not exceed and as set forth on the attached Exhibit B.

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

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

Poudre School District R-1

Attn: Contracts Administrator
2407 LaPorte Avenue
Fort Collins, CO 80521
E-mail: contracts@psdschools.org

4. **Special Provisions.**

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

5. **General Provisions.**


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

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

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

BLOOMSIGHTS US LLC

POUDRE SCHOOL DISTRICT R-1

By: 

Adam Rockenback
Chief Product Officer

By: R David Montoya
R David Montoya (Aug 14, 2023 16:34 MDT)

R. David Montoya
Executive Director of Finance

By: Traci Gile
Traci Gile (Aug 14, 2023 16:16 MDT)

Traci Gile, Ph.D.
Assistant Superintendent of
Elementary Schools

Exhibit B



BLOOMSIGHTS SUBSCRIPTION \$1500

- Schoolwide license
- Rostering support via Clever
- Unlimited student check-ins
- Personalized tiered strategies to support student outcomes
- Dedicated account manager

Training and Learning \$697

- Up to 3 Bloomsights learning licenses
- Enrollment in Bloomsights Professional Learning Courses
- Quick implementation videos
- How to videos to get the most from Bloomsights data
- Support strategies tied to Bloomsights' 16 indicators



ESTIMATE

Bloomsights US LLC
7056 Lightning Ct.
Timnath, Colorado 80547
United States

Phone: 970.568.8981
Mobile: 970.413.4535
bloomsights.com

BILL TO
Poudre School District
Attention: ACCOUNTS PAYABLE
2407 Laporte Avenue
Fort Collins, Colorado 80521
United States

Estimate Number: Olander ES 2023-24

Estimate Date: May 10, 2023

Expires On: July 31, 2023

Grand Total (USD): \$1,500.00

Items	Quantity	Price	Amount
Software: Bloomsights Olander ES. School year 2023-24 site-wide license to access Bloomsights software. Improve student's relationships with their peers and teachers. Foster discussion around strategies that support the social and emotional development of students. Inform planning school culture and climate program strategy. Track student well-being across classroom and school.	1	\$1,500.00	\$1,500.00

Total: \$1,500.00

Grand Total (USD): \$1,500.00



ESTIMATE

Bloomsights US LLC
 7056 Lightning Ct.
 Timnath, Colorado 80547
 United States

Phone: 970.568.8981
 Mobile: 970.413.4535
 bloomsights.com

BILL TO
Poudre School District
 Attention: ACCOUNTS PAYABLE
 2407 Laporte Avenue
 Fort Collins, Colorado 80521
 United States

Estimate Number: Poudre School District 2023-24

Estimate Date: April 27, 2023

Expires On: July 31, 2023

Grand Total (USD): \$4,500.00

Items	Quantity	Price	Amount
Software: Bloomsights Boltz MS. School year 2023-24 site-wide license to access Bloomsights software. Improve student's relationships with their peers and teachers. Foster discussion around strategies that support the social and emotional development of students. Inform planning school culture and climate program strategy. Track student well-being across classroom and school.	1	\$1,500.00	\$1,500.00
Software: Bloomsights Blevins MS. School year 2023-24 site-wide license to access Bloomsights software. Improve student's relationships with their peers and teachers. Foster discussion around strategies that support the social and emotional development of students. Inform planning school culture and climate program strategy. Track student well-being across classroom and school.	1	\$1,500.00	\$1,500.00
Software: Bloomsights Tavelli ES. School year 2023-24 site-wide license to access Bloomsights software. Improve student's relationships with their peers and teachers. Foster discussion around strategies that support the social and emotional development of students. Inform planning school culture and climate program strategy. Track student well-being across classroom and school.	1	\$1,500.00	\$1,500.00



ESTIMATE

Bloomsights US LLC
7056 Lightning Ct.
Timnath, Colorado 80547
United States

Phone: 970.568.8981
Mobile: 970.413.4535
bloomsights.com

Total: \$4,500.00

Grand Total (USD): \$4,500.00

**SOFTWARE SERVICES AGREEMENT
BETWEEN BLOOMSIGHTS US LLC
AND POUFRE SCHOOL DISTRICT R-1**

This Software Services Agreement (the “Agreement”) is entered into this 3rd day of May 2022, by and between Poudre School District R-1 (the “District”) and Bloomsights US LLC (the “Contractor”). The District and the Contractor are collectively referenced herein as the “parties.” Now, therefore, in consideration of the mutual agreements set forth herein, the District and the Contractor agree as follows:

1. **Term of Agreement.**

1.1. This Agreement shall commence on September 1, 2022 and continue through and including August 31, 2023, 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.

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

1.3. Notwithstanding the original term of the Agreement and/or any extensions thereof as provided in section 1.1 and 1.2 above, the District may terminate the Agreement at any time in its sole discretion for any reason, with or without cause, upon written notice served on the Contractor no less than thirty (30) days prior to the date of termination.

2. **Deliverables and Purchase Price.**

2.1. The Contractor shall make its Bloomsights web-based digital school climate assessment tool available for use in the District’s schools, in accordance with the scope of work set forth in the attached Exhibit A (hereinafter the “Services”).

2.2. The total cost for Services as set forth on the attached Exhibit B is Three Thousand Dollars and No Cents (\$3,000.00), due and payable by the District within thirty (30) days of receipt of Contractor’s invoice.

2.3. **Rates.** 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 Quotes for services will be requested by the contact in section 9 of this Agreement, department and school based requests for quotes shall not be processed by the Contractor.

2.3.1.1 Contractor's quotes shall include dates of Service conforming to section 1.1 of this Agreement, per license type cost rate, and District location.

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

2.3.3 Services provided by Contractor without conforming to section 2.4 of the Agreement shall be considered unauthorized and payment shall not be issued by the District.

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

2.4.1 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 9 of this agreement.

2.5 **Invoicing** Contractor will provide invoices for the Services at a rate not to exceed those specified in Exhibit B. Invoices shall be submitted to the District's Accounts Payable Department within thirty (30) days from receipt of Purchase Order. Invoices for Services shall include name of provider, dates of Services conforming to section 1.1, location for Services and a description of the Services provided.

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

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

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

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

2.6 Additional District schools may participate in Services under all terms and conditions specified within this Agreement. This Agreement in no way binds the District or District Schools to exclusive use of Contractor's Services. Discretion to utilize Services is under the direction of each District School Principal or Principal designee. District Principals or Principal designee will adhere to applicable laws, regulations, and District policies.

2.7 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.

2.8 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 2.7 are derivative works, and, as such, the District agrees to assign, and hereby assigns, all right, title and interest therein to the Contractor.

2.9 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.

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

3 **Definitions.**

3.3 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.

3.4 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.

3.5 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.

3.6 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.

3.7 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.

3.8 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.

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

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

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

5.3 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.

5.4 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.

6.3 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.

6.4 Contractor may to the extent necessary to perform its obligations under the Contract disclose confidential student records and information to its subcontractor that hosts and maintains its web-based platform (hereinafter "Subcontractor") as set forth in Exhibit A. Subcontractor, pursuant to written subcontracts specifying the purpose of the disclosure and providing that: (a) Subcontractor shall not disclose confidential student records and information, in whole or in part, to any other party; (b) Subcontractor shall not use any confidential student records or information to advertise or market to students or their parents/guardians; (c) Subcontractor 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 Subcontractor 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.

6.5 Contractor 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 re-identify or attempt to re-identify any de-identified confidential student records and information.

6.6 Contractor, on behalf of itself and its Subcontractor, 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, 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 Agreement 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.

7.3 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 Agreement, regardless of whether the data elements are initially collected or ultimately held individually or in the aggregate using protocols that are effective for preserving the anonymity of each student included in the data; (b) the learning purpose for which Contractor collects the confidential student records and information; and (c) how the Contractor uses and shares the confidential student records and information. Contractor shall update this information as necessary to maintain accuracy.

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

8 **Remedies.** If Contractor or Subcontractors fail to comply with any of the foregoing requirements in sections 4, 5, 6 or 7 at any time during or after the term of the Agreement the District may, as applicable, terminate the Agreement and/or disqualify Contractor and any one or more of Subcontractors from future contracts and subcontracts with the District. Excluding any data breach, the District may allow an opportunity to cure a breach within thirty (30) days of written notice.

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

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

Bloomsights US LLC
Attn: Adam Rockenbach
Trettenstykkerne 8
Naestved 4700, Denmark
E-Mail: adam@bloomsights.com

10 **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 10 shall not reduce the indemnification liability that Contractor has assumed in section 11.

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.

11 **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.

12 **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.

13 **General Provisions.**

13.3 **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.

13.4 **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.

13.5 **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

13.6 **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.

13.7 **Survival of Certain Contract Terms.** Notwithstanding anything herein to the contrary, the parties understand and agree that all terms and conditions of this Agreement and the exhibits and/or attachments hereto which may require continued performance, compliance, or effect beyond the termination date of the Agreement 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.

13.8 **Governing Law and Venue.** All issues regarding the formation, performance and/or legal enforcement of the Agreement 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 Agreement shall be in Larimer County, Colorado.

13.9 **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.

13.10 **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.

13.11 **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.

13.12 **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.

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

13.14 **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.

13.15 **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.

13.16 **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.

BLOOMSIGHTS US LLC

POUDRE SCHOOL DISTRICT R-1

By: Adam Rockenbach
Adam Rockenbach
Chief Product Officer

By: R. David Montoya
R. David Montoya
Executive Director of Finance

By: Scott Nielsen
snielsen@psdschools.org.snielsen@psdschools.org (May 10, 2022 14:57 MDT)
Scott Nielsen
Assistant Superintendent of Secondary Schools

Exhibit A



Bloomsights

Overview

Bloomsights is an innovative, student-oriented digital tool that supports school wide efforts to assess school climate and promote student well-being. Bloomsights adaptive survey technology makes it safe and easy for students to share their experiences of school life and reflect on their relationships with their peers and teachers over the course of the school year. Student responses are automatically analyzed using the latest in social and emotional development research and delivered to staff in real-time. These valuable insights provide staff with key metrics of school climate and student well-being tailored to their class and students. Developed by teachers and psychologists, Bloomsights is designed to facilitate deeper communication across all key stakeholders and foster stronger, more inclusive, and happier school communities.

Detailed Description of Bloomsights

Bloomsights is a web-based application for students in grades K-8 and is designed to work on all browsers and devices. Using the most current social and emotional development research, Bloomsights helps schools accurately identify which aspects of school life are positive and need reinforcement and which aspects are negative and should be changed. Additionally, Bloomsights highlights areas of student social and emotional strengths and weaknesses.

Bloomsights includes both a student and teacher experience. Students use their personal user account to sign in to Bloomsights and respond to a set of evidence-based survey questions. Each session is broken into two parts: My Opinion and My Classmates. In My Opinion, students respond to questions that measure how safe, engaged, connected, and supported they feel at school. In My Classmates, students respond to questions that point to their relationships with their peers.

We suggest that students sign in to Bloomsights at home or in the classroom every four to six weeks and spend 5 to 15 minutes to complete their session. However, we have built Bloomsights to allow students to sign in anytime based on unique needs and change their responses to reflect their most current attitudes and opinions.. Students do not need to complete a session for every class/teacher they have. Their responses will automatically be shared based on their class schedule

Teachers also use their personal user account to sign in to Bloomsights. Once they are signed in, they are taken to their class page where they can see the results of their student's session in real time and over the course of the school year at the class, student, and category level. Teachers with multiple sections/classes can select the results they want to see from a drop down menu.

We suggest that teachers assign Bloomsights as homework at a constant interval over the course of the school year. This way Bloomsights does not interfere with instructional time and allows schools to monitor patterns of school climate and student well-being over time. Since we allow students to sign in anytime and use adaptive survey technology, it is expected that students will have different amounts of questions to respond to for each session.

Staff access to Bloomsights varies depending on each school's needs. For this reason, we made it possible for schools to customize access rights based on their individual needs.

What is Poudre School District Buying?

Bloomsights adaptive survey technology

Bloomsights evidence-based survey includes key learning and health-related questions that point to four key components of school climate and student well-being: School Safety, Teaching and Learning, Relationships, and School Environment. Our adaptive technology controls the frequency of the questions that students will be asked to make sure students are shown the most relevant questions. Additionally, Bloomsights questions are progressively revealed to students in small numbers over the course of the school year to protect against survey fatigue. When done over the course of the school year, this process helps students to identify and process their emotions, reflect on their experiences of school life, better understand the dynamics of their class, and encourages students to envision themselves as part of the classroom community. Moreover, Bloomsights adaptive survey technology ensures that school staff always have a real time view of their school's climate and the well-being of their students.

Bloomsights Response Analytics

All student responses are automatically analyzed based on the most current scientific social and emotional development research. The results are delivered to school staff in real time and organized using a three-tiered approach: Class, Student, and Category. Some examples of data analytics offered by Bloomsights include a breakdown of student responses by question, student survey results by category, and individual student responses compared to class responses as a whole.

Bloomsights Indicators

Currently, Bloomsights offers schools access to insights into 10 key indicators of school climate and student well being at both the class and student levels:

- Signs of social isolation
- Signs of bullying
- Signs of boredom
- Signs of loneliness
- Physical/Mental Well-Being
- Teacher-student relationship
- Learning environment
- School environment

- School community
- Classroom community

Each indicator includes the list of questions used to generate the indicator and data visualizations that help school staff better understand student responses to those questions. School staff also has access to expert advice on what the indicators are measuring and why it is important. A list scientific sources for further understanding is also provided for each indicator.

We are in the process of developing more indicators which will be made available to Bloomsights customers over time at no added cost.

Bloomsights Sociogram

Bloomsights interactive sociogram provides schools with an at-a-glance view of the underlying social dynamics found in their class and with their students. This makes it easier for school staff to identify early signs of social isolation, bullying, and other barriers to learning and well-being.

The sociogram uses a formula that calculates the number of connections each student has and the strength of those connections and then graphs each student accordingly. School staff can filter the sociogram to show new connections, one-way connections, and two-way connections. Additionally, Bloomsights visualizes the strength of each connection to help school staff better understand each student's social circle.

What Student Data is Collected Through the Use of Bloomsights?

All data collected directly from students within the Bloomsights platform is authorized through informed, unambiguous, user consent. Additionally, users (through their parent(s)/guardian(s)) may withdraw consent to collect additional data at any time using the contact information listed above or through an authorized contact at .

The Bloomsights platform also collects some additional Personally Identifiable Information (PII) as part of an initial account setup. Bloomsights does not collect or generate any personal data that is not required to provide the functions and services of the Bloomsights platform

Data Collected	General Purpose of Data Collection
Student first & last name	Required to support product functionality
Student grade level	Required to support product functionality
Student class schedule	Required to support product functionality
Student birthdate	Required to support product functionality

Student gender	Required to support product functionality
Student photo	Required to support product functionality
School name	Required to support product functionality
School leader email address	Required to support product functionality
School leader first & last name	Required to support product functionality
Teacher email address	Required to support product functionality
Teacher first & last name	Required to support product functionality
Teacher schedule	Required to support product functionality
Parent or guardian email address	Required to support product functionality
Bloomsights pseudo-anonymized survey user id	Used for teacher data collection
Bloomsights survey question id	Used for teacher data collection
Bloomsights survey question response value	Used for teacher data collection
Bloomsights pseudo-anonymized nominee connection	Used for teacher data collection
Bloomsights pseudo-anonymized nominated student connection	Used for teacher data collection
Strength of connection nomination	Used for teacher data collection
Timestamp connection responses	User research to improve the experience & provide technical support
Timestamp survey responses	User research to improve the experience & provide technical support
Browser type	User research to improve the experience & provide technical support
Browser version	User research to improve the experience & provide technical support
Device type and OS	User research to improve the experience & provide technical support
IP address	User research to improve the experience & provide

	technical support
Machine model	User research to improve the experience & provide technical support
Operating system	User research to improve the experience & provide technical support

What Student Data is Generated by Bloomsights?

In addition to the types of data indicated above, Bloomsights collects, analyzes, or creates:

Data Generated	General Purpose of Data Generation
Bloomsights survey results	Bloomsights uses a broad range of key learning and health-related indicators that are used to collect student data on attitudes, behaviors, and experiences related to school and learning. This feedback helps support educators' work to promote well-being, well-functioning social and academic communities, and positive learning environments in schools.
Teacher Reports <ul style="list-style-type: none"> • Bloomsights Indicators • Bloomsights Sociogram 	Based on received survey responses (and, eventually, on educator and parent/guardian input) Bloomsights' utilizes evidence-based social and emotional development research to analyze student responses. Teachers automatically receive notifications with expert recommendations and ideas for activities to promote wellbeing that are tailored to meet the needs of the class. These reports will evolve to include comprehensive and data-driven best practices to inform and guide efforts to identify student needs early, address social and emotional behavior, and monitor progress.

Real-time Status Analysis	Bloomsights provides a calculated real-time status of each student's and each class' well-being based on data within the platform
Trend Analysis	Bloomsights provides a view of student and class well-being over time
Conflict Detection Analysis	Bloomsights provides functionality to aid to quickly and easily detect conflicts and to help with early interventions
Positive Social Interaction Analysis	Bloomsights pinpoints opportunities to improve social interactions

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

Vendor	URL	Description
Amazon AWS	aws.amazon.com	Cloud provider for server & database
Google Cloud	https://cloud.google.com	Cloud provider for server & database
Global Grid for Learning (Edutone)	https://gg4l.com	Student rostering
Sentry	https://sentry.io/welcome/	Alerts and monitoring

Pricing

The following price list is based on school size. For Bacon Elementary, Bloomsights has used a student enrollment of 500 students to calculate prices. Bloomsights is offering Bacon Elementary a free 3-month trial of our product. After the trial period, Bacon Elementary can choose to purchase a 1, 2, or 3-year adoption of Bloomsights or discontinue use without any charges.

3 Month Trial	1 Year Adoption	2 Year Adoption (10% discount)	3 Year Adoption (20% discount)

Free	\$1050.00	\$940.00	\$840.00
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Prices listed are per year and do not include tax.

Exhibit B



ESTIMATE

Bloomsights US LLC
7056 Lightning Ct.
Timnath, Colorado 80547
United States

Phone: 970.568.8981
Mobile: 970.413.4535
bloomsights.com

BILL TO
Poudre School District
Attention: ACCOUNTS PAYABLE
2407 Laporte Avenue
Fort Collins, Colorado 80521
United States

Estimate Number: Blevins MS 2022

Estimate Date: April 7, 2022

Expires On: July 29, 2022

Grand Total (USD): \$1,500.00

Items	Quantity	Price	Amount
Software: Bloomsights Blevins MS. School year 2022-23 (9.1.22-8.31.23) site-wide license to access Bloomsights software. Improve student's relationships with their peers and teachers. Foster discussion around strategies that support the social and emotional development of students. Inform planning school culture and climate program strategy. Track student well-being across classroom and school.	1	\$1,500.00	\$1,500.00

Total: \$1,500.00

Grand Total (USD): \$1,500.00



ESTIMATE

Bloomsights US LLC
7056 Lightning Ct.
Timnath, Colorado 80547
United States

Phone: 970.568.8981
Mobile: 970.413.4535
bloomsights.com

BILL TO
Poudre School District
Attention: ACCOUNTS PAYABLE
2407 Laporte Avenue
Fort Collins, Colorado 80521
United States

Estimate Number: Boltz MS 2022

Estimate Date: April 7, 2022

Expires On: July 29, 2022

Grand Total (USD): \$1,500.00

Items	Quantity	Price	Amount
Software: Bloomsights Boltz MS. School year 2022-23 (9.1.22-8.31.23) site-wide license to access Bloomsights software. Improve student's relationships with their peers and teachers. Foster discussion around strategies that support the social and emotional development of students. Inform planning school culture and climate program strategy. Track student well-being across classroom and school.	1	\$1,500.00	\$1,500.00

Total: \$1,500.00

Grand Total (USD): \$1,500.00