

**SECOND AMENDMENT TO SOFTWARE SERVICES AGREEMENT  
BETWEEN FOREFRONT EDUCATION, INC.  
AND POUFRE SCHOOL DISTRICT R-1**

This Second Amendment (“Amendment”) effective as of the April 16, 2024, is attached to and forms part of the Software Services Agreement between and Poudre School District R-1 (the “District”) and Forefront Education, Inc. (the “Contractor”) executed April 28, 2022 and the First Amendment to the Agreement executed August 8, 2023 (“Agreement”), both of which are attached and made part of this Amendment. To the extent that any of the terms or conditions contained in this Amendment may contradict with any of the terms or conditions of the attached Agreement, 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 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 July 31, 2024, as outlined in section 2.1 of the Agreement, the District and Contractor elect to extend the term of the Agreement beginning on August 1, 2024 through July 31, 2025.
  
3. **Amended Responsibilities.**
  - 3.1. Exhibit A is deleted hereby in its entirety.
  
  - 3.2. Replace Exhibit A with Contractor’s Student Data Information Request for Software Services, hereby attached to this Second Amendment and made a part of this Agreement.
  
  - 3.3. Exhibit B is deleted hereby in its entirety.
  
  - 3.4. Replace Exhibit B with Contractor’s Forefront Pricing , hereby attached to this Second Amendment and made part of this Agreement.
  
  - 3.5. Within section 9, delete the language which has a strikethrough and replace with the following language which is underlined:

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

Poudre School District R-1  
Attn: Contracts Administrator

2407 LaPorte Avenue  
Fort Collins, CO 80521  
E-mail: [contracts@psdschools.org](mailto:contracts@psdschools.org)

4. **Special Provisions.**

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

5. **General Provisions.**

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


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

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

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

FOREFRONT EDUCATION, INC.

POUDRE SCHOOL DISTRICT R-1

By:  \_\_\_\_\_  
DAVID WOODWARD (Apr 22, 2024 09:16 MDT)

David Woodward  
Founder & President

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

R. David Montoya  
Chief Finance Officer

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

Julie Chaplain, PhD  
Assistant Superintendent

# Exhibit A





Clear Form

## STUDENT DATA INFORMATION REQUEST FOR SOFTWARE SERVICES

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

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

Please provide the following information to facilitate the contracting process:

- 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.

Assessment data software solution to help teachers collect and visualize assessment data. Basic plan subscription is for math assessment data from the Universal Screeners for Number Sense (USNS) and enVision math results. Other assessment results can be imported at different subscription tiers.

- 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 identifying information (name and student ID), standards performance, assessment performance, and class associations. Full list appended.

| <i>Student</i>          | <i>Teacher</i>             | <i>Admin</i>         | <i>Meta Data</i> |
|-------------------------|----------------------------|----------------------|------------------|
| Student first name      | First and last names       | First and last names | IP addresses     |
| Student last name       | Emails                     | Emails               |                  |
| Student ID              | Access time                | Access time          |                  |
| Demographics (optional) | Roles                      | Roles                |                  |
| Class association       | School & class association | School associations  |                  |

3. What is the purpose of collecting student data?

Support with teacher's instructional decision-making, use to generate reports on student growth and performance, and create letters and reports for sharing student learning data with families.

4. What third parties does the company partner with who may receive student data in any format?

- *This includes storage and vendors receiving encrypted data.*

Amazon AWS and Redis Labs

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

Amazon AWS provides web services for our cloud-based solutions. Redis Labs is a database provider used solely for persisting user sessions. No student information is stored with Redis Labs.

6. Please provide:

- Current quote (if available)

N/A. PSD is currently on the Basic plan (\$6 per student record)

- Tiered pricing for future purchases

Pricing is per student record included in the account. Lite plan is \$4 per student record, Basic is \$6 per record, and Premium is \$8 per student record.

- Name and email for contract notices

Krystina Maloukis, info@forefront.education

- Name and title of person who will sign the contract

David Woodward, Founder & President

- Does the system allow integration for rostering?

Yes  No

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

Roster syncs via ClassLink, Clever, or SFTP are supported.

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

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

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

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

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

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

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

# Exhibit B



Forefront

HOME

SOLUTIONS

LEARNING



TAKE A  
LOOK

PRICING

BLOG

## Forefront® Lite

\$ **4.00**  
STUDENT

Interview tool & grade book

Reporting suite

Knowledge base

Manual rostering

Contact Us

## Forefront® Basic

\$ **6.00**  
STUDENT

Forefront® Lite *plus*

Help

Local assessment trackers

Expert coaching

Roster syncing

[Contact Us](#)

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## Forefront® Premium

*Starts At\** \$ **8.00** STUDENT

Data imports

Multi-subject capability

Report card mapping

Custom printable documents

[Contact Us](#)

[View complete feature breakdown](#)

**Which plan is right for you?**

Lite

Basic

---

## Data Collection Tools

|                       |   |   |
|-----------------------|---|---|
| Grade book            | ✓ | ✓ |
| Mobile interview tool | ✓ | ✓ |
| Data imports          |   |   |

## Assessment Catalog

|   |   |   |
|---|---|---|
| Preconfigured assessment trackers<br>(Single subject) ⓘ | ✓ | ✓ |
| Assessment builder                                      |   | ✓ |
| Preconfigured assessment trackers<br>(Multi-subject) ⓘ  |   |   |

## Meaningful Reports

|                          |   |   |
|--------------------------|---|---|
| Standards-based reports  | ✓ | ✓ |
| Assessment-level reports | ✓ | ✓ |
| Longitudinal data        | ✓ | ✓ |
| USNS Next Steps ⓘ        | ✓ | ✓ |

## Standards

|                          |   |   |
|--------------------------|---|---|
| State, CCSS, & NGSS      | ✓ | ✓ |
| Custom standards imports |   | ✓ |

## Family Communication

|                             |  |   |
|-----------------------------|--|---|
| Family letters ⓘ            |  | ✓ |
| Customizable family letters |  |   |



## Interoperability

|                                   |   |
|-----------------------------------|---|
| SFTP roster syncing               | ✓ |
| ClassLink and Clever integrations | ✓ |
| Custom data exports               |   |

## Customer Support

|                            |   |   |
|----------------------------|---|---|
| Knowledge base             | ✓ | ✓ |
| Support portal             | ✓ | ✓ |
| Expert coaching            |   | ✓ |
| Data coaching (2 sessions) |   |   |

*Note that all prices are for the 2024-25 school year. Subscription costs reflect the price of each student record. Minimum of 200 student records required for all subscription plans.*

*\*Pricing provided for the Premium plan is the annual licensing fee. Premium features of data imports, custom assessment tracker building, and report card mapping include an initial configuration fee. **Contact us** for more information on software adoption that meets your data collection needs.*

## Ready to subscribe or try Forefront in your district?

Contact a member of our **sales team** to start a conversation about your school/district needs and explore how we can help you try the software in a few classrooms first? Sign up for a paid pilot **here**.

Forefront is the only assessment data solution optimized for classroom assessment results, leveraging these results to fuel instruction, PLCs, and

## Contact Us



grading. Elevate meaningful assessment data district-wide to transform how you understand and communicate about student learning across your schools.

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[Privacy Policy](#) | [Terms & Conditions](#) | [Careers](#)



**FIRST AMENDMENT TO SOFTWARE SERVICES AGREEMENT  
BETWEEN FOREFRONT EDUCATION, INC. AND POUFRE SCHOOL DISTRICT R-1**

This First Amendment (“Amendment”) effective dated the 8<sup>th</sup> day of August 2023, is attached to and forms part of the Software Services Agreement between Poudre School District R-1 (the “District”) and Forefront Education, Inc. (the “Contractor”) executed April 28, 2023 (“Agreement”), hereby attached and made part of this Amendment. To the extent that any of the terms or conditions contained in this Amendment may contradict with any of the terms or conditions of the attached Agreement, it is expressly understood and agreed that the terms of this Amendment shall take precedence and supersede the attached Agreement. The parties agree to amend the Agreement by adding the following language:

1. **Purpose of Amendment.** This Amendment shall constitute the First Amendment to the Agreement between the District and the Contractor. The purpose of this Amendment is to amend the terms and deliverables between the District and Contractor.
2. **Term of Agreement.**
  - 2.1. At the conclusion of the term dated August 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 1, 2023, through July 31, 2024.
3. **Amended Responsibilities.**
  - 3.1. Exhibit B is deleted hereby in its entirety.
  - 3.2. Replace Exhibit B with Contractor’s Quote #1665, hereby attached to this First Amendment and made part of the Agreement.
  - 3.3. The total cost for the Services on the attached Exhibit B is Four Hundred Twenty Three Dollars and Fifty Cents (\$423.50), due and payable by the District thirty (30) days after receipt of Contractor’s invoice.
  - 3.4. The pricing for Forefront Lite under this Agreement shall not exceed Four Dollars and No Cents (\$4.00) per student.
  - 3.5. The pricing for Forefront Basic under this Agreement shall not exceed Five Dollars and Fifty Cents (\$5.50) per student.
  - 3.6. The pricing for Forefront Premium under this Agreement shall not exceed Seven Dollars and Zero Cents (\$7.00) per student.
  - 3.7. 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.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

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

FOREFRONT EDUCATION, INC.

POUDRE SCHOOL DISTRICT R-1

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

David Woodward  
President

By:  \_\_\_\_\_  
R David Montoya (Aug 8, 2023 17:30 MDT)

R. David Montoya  
Chief Finance Officer

By:  \_\_\_\_\_  
Traci Gile (Aug 8, 2023 16:53 MDT)

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

# Exhibit B

**Forefront Education**  
75 Waneka Pkwy  
Lafayette, CO 80026 US  
+1 7208184277  
billing@forefront.education  
https://forefront.education/



## Quote

### ADDRESS

c/o Tracy Stibitz  
Riffenburgh Elementary School  
1320 E Stuart St  
Fort Collins, CO 80525

**QUOTE #** 1665

**DATE** 05/02/2023

**EXPIRATION DATE** 06/30/2023

---

| ACTIVITY   | QTY | RATE | AMOUNT |
|--|-----|------|--------|
| <b>Forefront Basic</b><br>2023-24 Annual Subscription ends 07/31/23. (An annual subscription for 2023-24 runs from 8/1/23 through 07/31/24.) | 77  | 5.50 | 423.50 |

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Please find a quote attached. Do not hesitate to contact us with any questions or concerns!

**TOTAL**

**\$423.50**

Thank you!

Sincerely,

Forefront Education  
P: (720) 818-4277  
E: billing@forefront.education

Accepted By

Accepted Date

**SOFTWARE SERVICES AGREEMENT  
BETWEEN FOREFRONT EDUCATION, INC.  
AND POUDRE SCHOOL DISTRICT R-1**

This Software Services Agreement (“Agreement”) is effective as of this 28<sup>th</sup> day of April 2022, by and between Poudre School District R-1 (“District”) and Forefront Education, Inc. (“Contractor”). The District and the Contractor are collectively referenced herein as the “parties.” In consideration of the mutual covenants and promises contained in this Agreement, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Term of Agreement.**

1.1. This Agreement shall commence on August 1, 2022 and continue through and including July 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 online solution for capturing and analyzing curriculum-embedded assessment data 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 the Services shall be at the pricing as set forth on the attached Exhibit B.

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

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



- 2.4.1. Site-based credit cards and/or site-based restricted checks shall not be permitted for payment.
- 2.4.2. 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.
- 2.4.3. 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. **Rates and Invoicing.** Contractor will provide invoices for the Services at the rate specified in Exhibit B. Invoices shall be submitted to the Accounts Payable Department within thirty (30) days of 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 45 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.
- 2.5.5. **Tax Exemption.** The District is exempt from federal and state taxes under Colorado Tax Exempt Number 98-03335.

2.6. The Contractor grants the District a non-exclusive, non-transferable, non-sublicenseable license to access and use, and permit authorized users to access and use the Services solely in the United States during the term of the Agreement.

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

or lend the Services or use the Services for the benefit of any third party; (e) avoid, circumvent or disable any security or digital rights management device, procedure, protocol or mechanism in the Services; or (f) permit any authorized user or third party to do any of the foregoing. The District also agrees that any works created in violation of this section are derivative works, and, as such, the District agrees to assign, and hereby assigns, all right, title and interest therein to the Contractor.

2.8. The District agrees, subject to the limited rights expressly granted hereunder, that all rights, title and interest in and to all Services, including all related IP Rights, are and shall remain the sole and exclusive property of Contractor or its third-party licensors. “IP Rights” means, collectively, rights under patent, trademark, copyright and trade secret laws, and any other intellectual property or proprietary rights recognized in any country or jurisdiction worldwide. The District shall notify Contractor of any violation of Contractor’s IP Rights in the Services, and shall reasonably assist Contractor as necessary to remedy any such violation. Contractor Services are protected by patents.

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

### 3. **Definitions.**

3.1. As used in this Agreement, “personally identifiable information” is defined as information (including metadata) that, alone or in combination, is linked or linkable to a specific student so as to allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty. Personally identifiable information includes but is not limited to: (a) the student’s name; (b) the name of the student’s parent or other family members; (c) the address or phone number of the student or student’s family; (d) personal identifiers such as the student’s social 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 .5 below.

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

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

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

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

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

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

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

5.2. The Contractor shall conduct periodic risk assessments and remediate any identified security vulnerabilities in a timely manner. The Contractor shall promptly notify the District in the event of: (a) any security or privacy breach concerning confidential student

records and information; and/or (b) any use or disclosure of student personally identifiable information not authorized under this Agreement.

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

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

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

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

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

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

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

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

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

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

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

Forefront Education, Inc.  
Attn: David Woodward  
75 Waneka Parkway  
Lafayette, CO 80026  
Email: [david@forefront.education](mailto:david@forefront.education)

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.**

13.1. **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.

13.2. **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.

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

13.4. **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.

13.5. **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.

13.6. **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.

13.7. **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.

13.8. **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.

13.9. **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.

13.10. **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.

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

13.12. **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.

13.13. **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.

13.14. **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.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.



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

FOREFRONT EDUCATION, INC.

POUDRE SCHOOL DISTRICT R-1

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

David Woodward  
President

By: *davem@psdschools.org davem@psdschools.org*  
davem@psdschools.org davem@psdschools.org (May 12, 2022 1:43 MDT) \_\_\_\_\_

R. David Montoya  
Executive Director of Finance

By: *Dr. Traci Gile* \_\_\_\_\_

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

# Exhibit A

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

**For teachers, Forefront is a website for collecting, storing, visualizing standards-aligned classroom assessment results in order to support formative assessment, grading, collaboration, and parent communication.**

**For school leaders, Forefront is a system that allows them to visualize classroom assessment data class by class and student by student in order to support PLC work, goal setting and monitoring, and curriculum implementation.**

**For district leaders, Forefront supports curriculum design and the implementation of common assessments, in addition to the features provided to school leaders.**

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

**Minimally, Forefront needs:**

- Student names
- Student ID
- Grade level
- School
- Student assessment results

**Additionally, Forefront supports the collection of demographic data, including:**

- Gender
- Race
- Ethnicity
- English Language Acquisition status

**At this time, Forefront does not allow for the collection of:**

- Free and reduced lunch status
- Special Education eligibility

- What is the purpose for collecting Student Data?

**As described above, Forefront collects student data in order to support and improve formative assessment practices, collaboration, grading, and parent communication.**

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

**Amazon AWS**

**Google Classroom (where those integrations exist)**

- What is the purpose of these third-party partners?

**AWS provides web services**

**Google classroom is utilized for the delivery of digital assessments**

- Please provide:
  - Current quote (if available)

**Pilots are free for up to 30 students or more for the remainder of the 2020-2021 school year.**

**For further pricing details see [forefront.education/pricing](https://forefront.education/pricing)**

- Tiered Pricing for Future Purchases

**See link above. There are no plans to increase subscription prices at this time.**

- W9

**Attached separately**

- Name and email for contract notices

**David Woodward**

**david@forefront.education**

- Name and title of the person who will be signing the contract.

**David Woodward, President, Forefront Education**

- If your system allows integration for rostering? If so, how is that completed?

**Forefront provides rostering through CSV files either through manual uploads or automated through an sftp server.**

**Forefront will support rostering through ClassLink for the 21-22 school year.**

|   |  |
|---|--|
| <b>Non-student entity fields</b>  |  |
| Class ID  | Used by the rostering system to identify classes.  |
| School Name   | Used to help users identify schools.   |
| School Id   | Used by the rostering system to identify schools.  |
| Class Course  | This is the course that a particular class is a member of. It is used to organize data for district administrators and allow the district leadership to provide assessments to the classroom.  |
| Class School  | Used for organization of classes.  |
| <b>Information on Users (district employees)</b>  |  |
| Access Time   | Used internally to understand how users are interacting with the system.   |
| First and last names  | Allow the resources (such as classes) that are linked to a teacher to be named as such. (e.g. Smith's First Grade Math)<br>Also allows district administrators to easily identify users.   |
| Emails  | For login purposes, and communication about system when necessary.   |
| Roles   | Controls access rights to data within system.  |
| School Associations   | Allows district administrators to manage classrooms from multiple schools.   |
| Class Associations  | Allows teachers to find the kids they are teaching.  |
| IP Address  | It is stored in server access logs, but is not linked to a user account in any way.  |
| <b>Information on Students</b>  |  |
| Student First Name  | Used to identify students to the teachers using the software.  |
| Student Last Name   | Used to identify students to the teachers using the software.  |
| Student ID (SIS or other)   | Displayed to users for identification, but primarily used for ensuring that rostering works from year to year.   |
| Demographic information (optional) Gender, Race, Ethnicity, English Language Acquisition Status)    | Used in the reporting system to break down students by those demographics.<br>All of these are optional, and provided at the district level, and so can be easily omitted.   |
| Class Association   | Allows teachers to have groups of students.  |
| Student Assessment Score  | This is core to the primary purpose of the software, scores on assessments (at the question level) are stored so that we can compute proficiencies on the relevant standards. These scores are timestamped both with when they were entered (automatically) and when the teacher says the data was collected (set by teacher). |
| Student Assessment Score timestamp  | Allow the system to do time based weighting of scores entered.   |
| Teacher Note  | For free form notes that the teacher might find relevant. These notes are available for anyone with read access to the student to see.<br>The Notes can consist of written text, or images/video.<br>Nothing automatic is done here.   |
| Teacher Note Timestamp  | Just a record of when the note was taken, used to display back to the users.   |
| Student Standard Point in time snapshots  | Used by the report card assistant to allow teachers to note the standards proficiency of a student at a given point in time.   |
| Progress toward proficiency related to standards  | Calculated internally using assessment scores entered by teachers. These values are not stored, but rather calculated upon request.  |
| Global Aggregates   | Used to provide customers to an aggregate of the data across all users of the system to data for a particular assessment.<br>Can be opted out at the district level if so desired.   |
| <b>What third parties does the vendor partner with? Who may receive Student Data in any format?</b> |  |
| Amazon AWS  | Web services   |
| Redis Labs  | Database provider used solely for persisting user sessions, so no student information is stored here.  |

# Exhibit B



**Forefront**  
BY Forefront Education

2022-23

*Solutions*

Visualize *meaningful* student learning data.

## Free Elementary Math Screener

Interview-based and written K-5 math screener to assess for key number sense concepts

- ✓ Used in over 6,000 schools
- ✓ Open source assessment tool
- ✓ Supports MTSS/Rtl efforts



Download today at [forefront.education/solutions/usns-project](https://forefront.education/solutions/usns-project)

## Forefront® by Forefront Education

Collect and analyze assessment results from the Universal Screeners for Number Sense, enVision, Reach for Reading, NWEA MAP, DIBELS, and other common assessment data

- ✓ Improve standards-based grading
- ✓ Engage and inform parents
- ✓ Improve tier 1 instruction
- ✓ Strengthen MTSS/Rtl efforts
- ✓ Access USNS instructional activities





## Forefront® Software Subscription Plans\*

### Lite Plan

\$3.50 per student record

Gradebook  
Mobile Interview Tool  
USNS Next Steps

### Basic Plan

\$5.00 per student record

Lite *plus*  
Common Assessment Builder  
USNS Family Letters  
Roster Syncing

### Premium Plan

\$6.50 per student record

Basic *plus*  
Multi-Subject Features  
Assessment Data Importer  
Custom Family Letters  
Report Cards

## Professional Learning Opportunities

### USNS Implementation Training

Work directly with lead author, David Woodward, in this web-based training opportunity to successfully implement the USNS assessments.

Duration: 2 hours of live, web-based training with 1 hour follow up consultation

Pricing: \$1,800 for non-Forefront clients and \$900 for Forefront clients

### Custom Learning Opportunities

Contact us to develop a custom professional learning program to support your Forefront® and/or USNS Implementation.

\*District-wide subscriptions can be discounted. All site-level subscriptions in a district account must be on the same plan type. All student record licenses are proffered as annual licenses for the 2022-23 school year.



**Forefront Education**  
75 Waneka Pkwy  
Lafayette, CO 80026 US  
+1 7208184277  
billing@forefront.education  
https://forefront.education/



## Quote

### ADDRESS

c/o Tracy Stibitz  
Riffenburgh Elementary School  
1320 E Stuart St  
Fort Collins, CO 80525

**QUOTE #** 1460

**DATE** 04/08/2022

**EXPIRATION DATE** 10/31/2022

---

| ACTIVITY   | QTY | RATE | AMOUNT |
|--|-----|------|--------|
| <b>Forefront Basic</b><br>2022-23 Annual Subscription ends 07/31/23. (An annual subscription for 2022-23 runs from 8/1/22 through 07/31/23.) | 62  | 5.00 | 310.00 |

---

Please find a quote attached. Do not hesitate to contact me with any questions or concerns!

**TOTAL**

**\$310.00**

Thank you!

Sincerely,

Forefront Education  
P: (720) 818-4277  
E: billing@forefront.education

Accepted By

Accepted Date

# Exhibit C



## **DJG/DJGA - VENDOR RELATIONS, SALES CALLS AND DEMONSTRATIONS**

### **VENDOR QUALIFICATIONS**

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

### **CONFLICT OF INTEREST**

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

### **SALES CALLS**

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

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

### **VIOLATIONS**

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

Adopted by Board: May 1972

Revised by Board: May 1982

Revised by Board: April 1988

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

LEGAL REF:

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

CROSS REFS:

DJ, Purchasing

DJA, Purchasing Authority

DJB, Purchasing Procedures

FE, Construction Projects and Contracting Procedures

FEAA, Construction Project Prequalification

GBEA, Staff Ethics/Conflict of Interest

GBEBC, Gifts to and Solicitations by Staff