THIRD AMENDMENT TO SOFTWARE SERVICES AGREEMENT
BETWEEN MACKIN BOOK COMPANY AND POUDRE SCHOOL DISTRICT R-1

       This Third Amendment ("Amendment") dated the May 5, 2025 ("Effective Date"), is attached to and forms part of the Software Services Agreement between Poudre School District R-1 (the "District") and Mackin Book company (the "Contractor"), executed June 21, 2022, the First Amendment to the contract executed January 18, 2024 and the Second Amendment to the contract executed August 20, 2024, each of which are attached and made part of this Third Amendment. To the extent that any of the terms or conditions contained in this Third Amendment may contradict with any of the terms or conditions of the attached Software Services Agreement, the First Amendment or the Second Amendment ("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 Amendment to the Agreement between the District and the Contractor. The purpose of this Amendment is to amend the terms and deliverables between the District and Contractor.

2. **Term of Agreement.**

    2.1. At the conclusion of the term dated June 30, 2025, as outlined in section 1.1 of the Agreement, the District and Contractor elect to extend the term of the Agreement beginning on July 1, 2025, through June 30, 2026.

3. **Amended Responsibilities.**

    3.1. Exhibit A is deleted hereby in its entirety.

    3.2. Replace Exhibit A with Contractor's Student Data, hereby attached to this Third 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 Mackin Price Sheet, hereby attached to this Third Amendment and made part of this Agreement

    3.5. Exhibit C is deleted hereby in its entirety.

    3.6. Replace Exhibit C with Contractor's Mackin Accessibility Conformance Report Version 2.4, hereby attached to this Third Amendment and made part of this Agreement

    3.7. Delete Section 12, Insurance, in its entirety.

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

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, the First Amendment, Second Amendment and this Third Amendment constitute 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 AGREEMENT WAS INTENTIONALLY LEFT BLANK

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

MACKIN BOOK COMPANY   POUDRE SCHOOL DISTRICT R-1

By:_____   By:_____
                                                      Dave Montoya (May 28, 2025 21:34 MDT)

Mesa Heise   R. David Montoya
Director of Quotes, Contracts, Digital Services   Chief Finance Officer/
& MackinVision   Chief Operations Officer

                                                      By:_____

                                                      Amanda Kreiger
                                                      Director, Curriculum & Instruction

Exhibit A

Student Data

Data Collected	Purpose
Personally Identifiable Information	
First Name	Optional; used for student identification in MackinVIA Administrator site
Middle Name	Optional; used for student identification in MackinVIA Administrator site
Last Name	Optional; used for student identification in MackinVIA Administrator site
Student ID Number	Optional; used for student identification in MackinVIA Administrator site
Username	Required for user account creation
Password	Required for user account creation (not collected if external authentication is implemented)
Email Address	Optional; used for assignment, class set, and hold notifications
School Name	Required; used to assign student to appropriate account
Grade	Optional; used to assign student to appropriate account as needed
Graduation Year	Optional; used to assign student to appropriate account as needed
Role (Student or Staff)	Required; used to identify patron type
Student Generated Notes and Highlights	Annotations on digital resources; can be exported to Google Drive or OneDrive by student for teacher use
Student Reading Statistics	Number of words/pages read, time spent reading/listening, and books finished; aggregate of anonymous activitiy used for reporting metrics in MackinVIA Administrator site
Anonymous or De-Identified Information	
Date/Time of Access	Used to improve service and provide technical support
Browser Type	Used to improve service and provide technical support
Browser Version	Used to improve service and provide technical support
Operating System	Used to improve service and provide technical support
Device Type	Used to improve service and provide technical support
Device ID	Used to improve service and send push notifications if activated by MackinVIA Administrator
Application ID	Used to improve service
Domain name from which application was accessed	Used to improve service
IP Address	Used to improve service
Referring Web Page	Used to improve service
Location	Used to improve service
Mobile Carrier	Used to improve service
Pages Visited	Used to improve service
Time spent viewing each page	Used to improve service

Number of times returned to application | Used to improve service

Third Party Partners

Vendor	URL
Single Sign-On	
Clever	https://clever.com/
Google for Education	https://edu.google.com/workspace-for-education/editions/education-fundamentals/
Microsoft Azure AD	https://azure.microsoft.com/en-us/services/active-directory/
Library Automation Software	
Insignia Software	https://www.insigniasoftware.com/
Digital Products	
Ad Fontes Media	https://adfontesmedia.com/
Comics Plus	https://comicsplusapp.com/
Rocket Languages	https://www.rocketlanguages.com/
Vooks	https://www.vooks.com/

Description
Optional; SSO integration for user account management
Optional; SSO integration for user account management
Optional; SSO integration for user account management
Optional; library catalog integration for user account management
Optional – based on school/district purchase; Learning Tools Interoperability (LTI) integration for user account creation
Optional – based on school/district purchase; Learning Tools Interoperability (LTI) integration for user account creation
Optional – based on school/district purchase; Learning Tools Interoperability (LTI) integration for user account creation
Optional – based on school/district purchase; Learning Tools Interoperability (LTI) integration for user account creation

Exhibit B

Price Sheet

MackinVIA™, Mackin's digital content management system, is designed for use in PK-12 education. MackinVIA is a free platform—schools and districts only pay for the digital content they purchase from Mackin, such as eBooks and digital audiobooks.

Product Category	Standard Price
MackinVIA™ (digital content management system)	FREE

Discounts Offered to Poudre School District

Mackin Educational Resources offers a comprehensive range of products at prices already discounted up to 40% off the list price. In addition, we are pleased to offer the following additional discounts:

Product Category	Additional Discount
eBooks & Digital Audiobooks	5%
All Other Products & Services (Professional/Reference Materials, Playaways, Database, Etc.)	Pre-Discounted Standard Mackin.com Pricing

Exhibit C

Mackin Accessibility Conformance Report

VPAT® Version 2.4

MackinVIA

Mackin
3505 County Road 42 West
Burnsville, MN 55306

Name of Product/Version

Name of Product: MackinVIA

Product Description

This product is Mackin's MackinVIA web application.

Notes

This Voluntary Product Accessibility Template (VPAT) provides guidance on the accessibility characteristics of **MackinVIA** as of **April 12, 2021** and is only valid for the version and date it was tested.

Evaluation Methods Used

Assistive technology products used as part of testing included Freedom Scientific JAWS 2021, NVDA 2020.4, Freedom Scientific ZoomText 2020, The Paciello Group's Colour Contrast Analyser 2.5, Microsoft Windows accessibility features, and keyboard-only control. Testing was performed with this assistive technology on Chrome and Firefox on Windows 10. In addition the tablet and mobile views were reviewed with iOS 14.4.

Applicable Standards/Guidelines

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

Standard/Guideline	Included in Report
Web Content Accessibility Guidelines 2.0	Level A (Yes) Level AA (Yes) Level AAA (No)
Revised Section 508 standards published January 18, 2017 and corrected January 22, 2018	Yes

Terms

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

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

WCAG 2.0 Report

Tables 1 and 2 also document conformance with:

- Chapter 5 – 501.1 Scope, 504.2 Content Creation or Editing
- Chapter 6 – 602.3 Electronic Support Documentation.

Note: When reporting on conformance with the WCAG 2.0 Success Criteria, they are scoped for full pages, complete processes, and accessibility-supported ways of using technology as documented in the WCAG 2.0 Conformance Requirements.

Table 1: Success Criteria, Level A

Criteria	Conformance Level	Remarks and Explanations
1.1.1 Non-text Content (Level A) Also applies to: 2017 Section 508 • 501 (Web)(Software) • 602.3 (Support Docs)	Supports	Images have alternative text.
1.2.1 Audio-only and Video-only (Prerecorded) (Level A) Also applies to: 2017 Section 508 • 501 (Web)(Software) • 602.3 (Support Docs)	Not Applicable	No audio-only or video-only media present.
1.2.2 Captions (Prerecorded) (Level A) Also applies to: 2017 Section 508 • 501 (Web)(Software) • 602.3 (Support Docs)	Partially Supports	Some Help videos do not have closed captioning.
1.2.3 Audio Description or Media Alternative (Prerecorded) (Level A) Also applies to: 2017 Section 508 • 501 (Web)(Software) • 602.3 (Support Docs)	Supports	The information in the video track is already provided in the audio track, so no audio description is necessary.
1.3.1 Info and Relationships (Level A) Also applies to: 2017 Section 508 • 501 (Web)(Software) • 602.3 (Support Docs)	Supports	Headings are used throughout the application. Data tables are not used.
1.3.2 Meaningful Sequence (Level A) Also applies to: 2017 Section 508 • 501 (Web)(Software) • 602.3 (Support Docs)	Supports	Correct reading sequences can be programmatically determined.

Criteria	Conformance Level	Remarks and Explanations

1.3.3 Sensory Characteristics (Level A)
Also applies to:
2017 Section 508
   • 501 (Web)(Software)
   • 602.3 (Support Docs)
	Supports	Instructions and content do not rely solely on sensory characteristics of components.

1.4.1 Use of Color (Level A)
Also applies to:
2017 Section 508
   • 501 (Web)(Software)
   • 602.3 (Support Docs)
	Supports	Color is not used as the sole means of conveying information.

1.4.2 Audio Control (Level A)
Also applies to:
2017 Section 508
   • 501 (Web)(Software)
   • 602.3 (Support Docs)
	Not Applicable	No videos or audio recordings launch automatically when a page is loaded.

2.1.1 Keyboard (Level A)
Also applies to:
2017 Section 508
   • 501 (Web)(Software)
   • 602.3 (Support Docs)
	Supports	The application is keyboard operable.

2.1.2 No Keyboard Trap (Level A)
Also applies to:
2017 Section 508
   • 501 (Web)(Software)
   • 602.3 (Support Docs)
	Supports	No keyboard trap present.

2.2.1 Timing Adjustable (Level A)
Also applies to:
2017 Section 508
   • 501 (Web)(Software)
   • 602.3 (Support Docs)
	Supports	The application does not require a timed response.

Criteria	Conformance Level	Remarks and Explanations
2.2.2 Pause, Stop, Hide (Level A) Also applies to: 2017 Section 508 • 501 (Web)(Software) • 602.3 (Support Docs)	Not Applicable	Application does not contain moving, blinking, scrolling, or auto-updating content.
2.3.1 Three Flashes or Below Threshold (Level A) Also applies to: 2017 Section 508 • 501 (Web)(Software) • 602.3 (Support Docs)	Supports	Flashing or blinking does not occur in the prohibited range.
2.4.1 Bypass Blocks (Level A) Also applies to: 2017 Section 508 • 501 (Web)(Software) – Does not apply to non-web software • 602.3 (Support Docs) – Does not apply to non-web docs	Does Not Support	The main menu does not have a skip to content link.
2.4.2 Page Titled (Level A) Also applies to: 2017 Section 508 • 501 (Web)(Software) • 602.3 (Support Docs)	Partially Supports	Some pages in the application use the same title.
2.4.3 Focus Order (Level A) Also applies to: 2017 Section 508 • 501 (Web)(Software) • 602.3 (Support Docs)	Supports	Focus order follows reading order.
2.4.4 Link Purpose (In Context) (Level A) Also applies to: 2017 Section 508 • 501 (Web)(Software) • 602.3 (Support Docs)	Supports	The purpose of each link can be determined from the link text together with context.

Criteria	Conformance Level	Remarks and Explanations

3.1.1 Language of Page (Level A)
Also applies to:
2017 Section 508
  • 501 (Web)(Software)
  • 602.3 (Support Docs)
	Supports	The default human language can be programmatically determined.

3.2.1 On Focus (Level A)
Also applies to:
2017 Section 508
  • 501 (Web)(Software)
  • 602.3 (Support Docs)
	Supports	Gaining focus on components does not initiate a change of context.

3.2.2 On Input (Level A)
Also applies to:
2017 Section 508
  • 501 (Web)(Software)
  • 602.3 (Support Docs)
	Supports	Changing the setting of user interface components does not automatically cause a change of context.

3.3.1 Error Identification (Level A)
Also applies to:
2017 Section 508
  • 501 (Web)(Software)
  • 602.3 (Support Docs)
	Partially Supports	Error messages are displayed on forms when fields are incorrectly filled out in some areas. Some error messages do not suggest a resolution.

3.3.2 Labels or Instructions (Level A)
Also applies to:
2017 Section 508
  • 501 (Web)(Software)
  • 602.3 (Support Docs)
	Partially Supports	Visual labelling is provided for components with an exception. In the mobile view the current page combo box's label may become hidden.

4.1.1 Parsing (Level A)
Also applies to:
2017 Section 508
  • 501 (Web)(Software)
  • 602.3 (Support Docs)
	Partially Supports	The application shows parsing errors when running a markup validation service.

Criteria	Conformance Level	Remarks and Explanations
4.1.2 Name, Role, Value (Level A) Also applies to: 2017 Section 508 • 501 (Web)(Software) • 602.3 (Support Docs)	Partially Supports	The application provides name, role, state and value information to assistive technology for components with an exception. The "Filter Menu" button does not provide its state of open or closed to assistive technology.

Table 2: Success Criteria, Level AA

Criteria	Conformance Level	Remarks and Explanations
1.2.4 Captions (Live) (Level AA) Also applies to: 2017 Section 508 • 501 (Web)(Software) • 602.3 (Support Docs)	Not Applicable	The application does not host live presentations.
1.2.5 Audio Description (Prerecorded) (Level AA) Also applies to: 2017 Section 508 • 501 (Web)(Software) • 602.3 (Support Docs)	Supports	The information in the video track is already provided in the audio track, so no audio description is necessary.
1.4.3 Contrast (Minimum) (Level AA) Also applies to: 2017 Section 508 • 501 (Web)(Software) • 602.3 (Support Docs)	Partially Supports	Some areas of the application meet the required contrast ratios. Some areas (e.g., Sign-in page and error messages) do not meet the required 4.5:1 contrast ratio.
1.4.4 Resize text (Level AA) Also applies to: 2017 Section 508 • 501 (Web)(Software) • 602.3 (Support Docs)	Supports	Text can be resized without loss of content or functionality.

Criteria	Conformance Level	Remarks and Explanations
1.4.5 Images of Text (Level AA) Also applies to: 2017 Section 508 • 501 (Web)(Software) • 602.3 (Support Docs)	Supports	Images of text are not used.
2.4.5 Multiple Ways (Level AA) Also applies to: 2017 Section 508 • 501 (Web)(Software) – Does not apply to non-web software • 602.3 (Support Docs) – Does not apply to non-web docs	Supports	There are multiple ways to navigate to many pages throughout the application; this includes the ability to search.
2.4.6 Headings and Labels (Level AA) Also applies to: 2017 Section 508 • 501 (Web)(Software) • 602.3 (Support Docs)	Supports	Headings and labels describe topic or purpose.
2.4.7 Focus Visible (Level AA) Also applies to: 2017 Section 508 • 501 (Web)(Software) • 602.3 (Support Docs)	Partially Supports	Keyboard focus is well defined in some areas. The "Transcript" links on the Help page do not show visual focus.
3.1.2 Language of Parts (Level AA) Also applies to: 2017 Section 508 • 501 (Web)(Software) • 602.3 (Support Docs)	Supports	The default human language can be programmatically determined.
3.2.3 Consistent Navigation (Level AA) Also applies to: 2017 Section 508 • 501 (Web)(Software) – Does not apply to non-web software • 602.3 (Support Docs) – Does not apply to non-web docs	Supports	Consistent navigation occurs throughout the application.

Criteria	Conformance Level	Remarks and Explanations

3.2.4 Consistent Identification (Level AA)
 	
Also applies to:
2017 Section 508
  • 501 (Web)(Software) – Does not apply to non-web software
  • 602.3 (Support Docs) – Does not apply to non-web docs
	Supports	There is consistent identification of components.

3.3.3 Error Suggestion (Level AA)
 	
Also applies to:
2017 Section 508
  • 501 (Web)(Software)
  • 602.3 (Support Docs)
	Partially Supports	Some required fields notify the user of an error. Error messages do not indicate how the error should be corrected.

3.3.4 Error Prevention (Legal, Financial, Data) (Level AA)
 	
Also applies to:
2017 Section 508
  • 501 (Web)(Software)
  • 602.3 (Support Docs)
	Not Applicable	Application does not cause legal commitments or financial transactions to occur for the user.

Table 3: Success Criteria, Level AAA

Notes: Product was not tested to WCAG 2.0 AAA level.

Revised Section 508 Report

Chapter 3: Functional Performance Criteria (FPC)

Criteria	Conformance Level	Remarks and Explanations
302.1 Without Vision	Partially Supports	The application is keyboard operable. The application provides name, role, state and value information to assistive technology for some components.

Criteria	Conformance Level	Remarks and Explanations
302.2 With Limited Vision	Partially Supports	The application is keyboard operable. The application provides name, role, state and value information to assistive technology for some components. The application can be used by users with low visual acuity when combined with screen magnification assistive technology. Some areas of the application have low contrast ratios.
302.3 Without Perception of Color	Supports	Color coding is not used as the sole means of conveying information.
302.4 Without Hearing	Supports	Hearing is required for the product help videos. Transcripts are provided as an alternative to these videos.
302.5 With Limited Hearing	Supports	The user can connect assistive technology to the web browsing device (e.g., a PC) for enhanced audio or additional audio support.
302.6 Without Speech	Supports	Does not require user speech.
302.7 With Limited Manipulation	Supports	The application is keyboard operable.
302.8 With Limited Reach and Strength	Supports	The application is keyboard operable.
302.9 With Limited Language, Cognitive, and Learning Abilities	Supports	

Chapter 4: Hardware

Notes: This product is not hardware and therefore this section is not applicable to the product.

Chapter 5: Software

Notes: This product is not software and therefore this section is not applicable to the product.

Chapter 6: Support Documentation and Services

Criteria	Conformance Level	Remarks and Explanations
601.1 Scope	Heading cell – no response required	Heading cell – no response required
602 Support Documentation	Heading cell – no response required	Heading cell – no response required
602.2 Accessibility and Compatibility Features	Supports	The documentation is in electronic format and can be converted to other formats.
602.3 Electronic Support Documentation	See WCAG 2.0 section	See information in WCAG section
602.4 Alternate Formats for Non-Electronic Support Documentation	Supports	The documentation is in electronic format and can be converted to other formats.
603 Support Services	Heading cell – no response required	Heading cell – no response required
603.2 Information on Accessibility and Compatibility Features	Supports	MackinVIA's accessibility statement can be found at: https://www.mackin.com/hq/digital/mackinvia/accessibility/
603.3 Accommodation of Communication Needs	Supports	Support services accommodate end users with disabilities.

Legal Disclaimer (Company)

This Voluntary Product Accessibility Template (VPAT) provides guidance on the accessibility characteristics for **MackinVIA** as of **April 12, 2021** and is only valid for the version and date it was tested.

This document is for informational purposes only, and Accessibility Partners makes no warranties, express or implied, in this document.

Exhibit D

Poudre School District Tech Services with PII

Insurance. Provider, at its expense, shall purchase and maintain in effect at all times throughout the duration of the Agreement, all insurance requirements and limits as set forth below. Policies providing such limits of coverage via a primary policy plus an umbrella or following form excess policy will be satisfactory. All insurance shall be written by a carrier legally authorized to write such insurance in the state of Colorado provided the carrier has a current A.M. Best rating of A- VII or higher. All policies shall be primary and non-contributory with any insurance maintained by additional insureds. Insurance and/or self-insurance carried by the District is excess of the coverage extended to the District by Provider. Provider shall provide at least thirty (30) days' advance written notice to the District prior to cancellation, change of coverage, or non-renewal. The insurance requirements specified in this section 12 shall not reduce the indemnification liability that Provider has assumed in section 13.

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

Commercial General Liability

Minimum Limits

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

Technology Errors & Omissions and Network Security & Privacy

Minimum Limits

- Per Loss $1,000,000
- Aggregate $3,000,000
- Liability extends for a period of three (3) years beginning at the time work under this Agreement is completed. Provider shall maintain continuous coverage, as required by the Agreement, for this period.

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

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

**SECOND AMENDMENT TO SOFTWARE SERVICES AGREEMENT
BETWEEN MACKIN BOOK COMPANY AND POUDRE SCHOOL DISTRICT R-1**

This Second Amendment ("Amendment") effective as of the August 20, 2024, is attached to and forms part of the Software Services Agreement between and Poudre School District R-1 (the "District") and Mackin Book Company (the "Contractor") executed June 21,2022 and the First Amendment to the Agreement executed July 31, 2024 ("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 July 1, 2024 through June 30, 2025.

3. **Amended Responsibilities.**

   3.1. Add as a new section 6.5 the following language which is underlined:

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

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

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

4. **Special Provisions.**

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

5. **General Provisions.**

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

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

    THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

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

MACKIN BOOK COMPANY

POUDRE SCHOOL DISTRICT R-1

Mesa Heise
Mesa Heise (Sep 12, 2024 13:31 CDT)

By:_____

Mesa Heise

Director of Quotes, Contracts, Digital Services & MackinVision

R David Montoya
R David Montoya (Sep 17, 2024 09:40 MDT)

By:_____

R. David Montoya
Chief Finance Officer

Amanda Kreiger
Amanda Kreiger (Sep 17, 2024 09:38 MDT)

By:_____

Amanda Kreiger
Director of Curriculum & Instruction

Mackin Accessibility Conformance Report

VPAT® Version 2.4

MackinVIA

Mackin
3505 County Road 42 West
Burnsville, MN 55306

Name of Product/Version

Name of Product: MackinVIA

Product Description

This product is Mackin's MackinVIA web application.

Notes

This Voluntary Product Accessibility Template (VPAT) provides guidance on the accessibility characteristics of **MackinVIA** as of **April 12, 2021** and is only valid for the version and date it was tested.

Evaluation Methods Used

Assistive technology products used as part of testing included Freedom Scientific JAWS 2021, NVDA 2020.4, Freedom Scientific ZoomText 2020, The Paciello Group's Colour Contrast Analyser 2.5, Microsoft Windows accessibility features, and keyboard-only control. Testing was performed with this assistive technology on Chrome and Firefox on Windows 10. In addition the tablet and mobile views were reviewed with iOS 14.4.

Applicable Standards/Guidelines

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

Standard/Guideline	Included in Report
Web Content Accessibility Guidelines 2.0	Level A (Yes) Level AA (Yes) Level AAA (No)
Revised Section 508 standards published January 18, 2017 and corrected January 22, 2018	Yes

Terms

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

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

WCAG 2.0 Report

Tables 1 and 2 also document conformance with:

- Chapter 5 – 501.1 Scope, 504.2 Content Creation or Editing
- Chapter 6 – 602.3 Electronic Support Documentation.

Note: When reporting on conformance with the WCAG 2.0 Success Criteria, they are scoped for full pages, complete processes, and accessibility-supported ways of using technology as documented in the WCAG 2.0 Conformance Requirements.

Table 1: Success Criteria, Level A

Criteria	Conformance Level	Remarks and Explanations
1.1.1 Non-text Content (Level A) Also applies to: 2017 Section 508 • 501 (Web)(Software) • 602.3 (Support Docs)	Supports	Images have alternative text.
1.2.1 Audio-only and Video-only (Prerecorded) (Level A) Also applies to: 2017 Section 508 • 501 (Web)(Software) • 602.3 (Support Docs)	Not Applicable	No audio-only or video-only media present.
1.2.2 Captions (Prerecorded) (Level A) Also applies to: 2017 Section 508 • 501 (Web)(Software) • 602.3 (Support Docs)	Partially Supports	Some Help videos do not have closed captioning.
1.2.3 Audio Description or Media Alternative (Prerecorded) (Level A) Also applies to: 2017 Section 508 • 501 (Web)(Software) • 602.3 (Support Docs)	Supports	The information in the video track is already provided in the audio track, so no audio description is necessary.
1.3.1 Info and Relationships (Level A) Also applies to: 2017 Section 508 • 501 (Web)(Software) • 602.3 (Support Docs)	Supports	Headings are used throughout the application. Data tables are not used.
1.3.2 Meaningful Sequence (Level A) Also applies to: 2017 Section 508 • 501 (Web)(Software) • 602.3 (Support Docs)	Supports	Correct reading sequences can be programmatically determined.

Criteria	Conformance Level	Remarks and Explanations
1.3.3 Sensory Characteristics (Level A) Also applies to: 2017 Section 508 • 501 (Web)(Software) • 602.3 (Support Docs)	Supports	Instructions and content do not rely solely on sensory characteristics of components.
1.4.1 Use of Color (Level A) Also applies to: 2017 Section 508 • 501 (Web)(Software) • 602.3 (Support Docs)	Supports	Color is not used as the sole means of conveying information.
1.4.2 Audio Control (Level A) Also applies to: 2017 Section 508 • 501 (Web)(Software) • 602.3 (Support Docs)	Not Applicable	No videos or audio recordings launch automatically when a page is loaded.
2.1.1 Keyboard (Level A) Also applies to: 2017 Section 508 • 501 (Web)(Software) • 602.3 (Support Docs)	Supports	The application is keyboard operable.
2.1.2 No Keyboard Trap (Level A) Also applies to: 2017 Section 508 • 501 (Web)(Software) • 602.3 (Support Docs)	Supports	No keyboard trap present.
2.2.1 Timing Adjustable (Level A) Also applies to: 2017 Section 508 • 501 (Web)(Software) • 602.3 (Support Docs)	Supports	The application does not require a timed response.

Criteria	Conformance Level	Remarks and Explanations
2.2.2 Pause, Stop, Hide (Level A) Also applies to: 2017 Section 508 • 501 (Web)(Software) • 602.3 (Support Docs)	Not Applicable	Application does not contain moving, blinking, scrolling, or auto-updating content.
2.3.1 Three Flashes or Below Threshold (Level A) Also applies to: 2017 Section 508 • 501 (Web)(Software) • 602.3 (Support Docs)	Supports	Flashing or blinking does not occur in the prohibited range.
2.4.1 Bypass Blocks (Level A) Also applies to: 2017 Section 508 • 501 (Web)(Software) – Does not apply to non-web software • 602.3 (Support Docs) – Does not apply to non-web docs	Does Not Support	The main menu does not have a skip to content link.
2.4.2 Page Titled (Level A) Also applies to: 2017 Section 508 • 501 (Web)(Software) • 602.3 (Support Docs)	Partially Supports	Some pages in the application use the same title.
2.4.3 Focus Order (Level A) Also applies to: 2017 Section 508 • 501 (Web)(Software) • 602.3 (Support Docs)	Supports	Focus order follows reading order.
2.4.4 Link Purpose (In Context) (Level A) Also applies to: 2017 Section 508 • 501 (Web)(Software) • 602.3 (Support Docs)	Supports	The purpose of each link can be determined from the link text together with context.

Criteria	Conformance Level	Remarks and Explanations
3.1.1 Language of Page (Level A) Also applies to: 2017 Section 508 • 501 (Web)(Software) • 602.3 (Support Docs)	Supports	The default human language can be programmatically determined.
3.2.1 On Focus (Level A) Also applies to: 2017 Section 508 • 501 (Web)(Software) • 602.3 (Support Docs)	Supports	Gaining focus on components does not initiate a change of context.
3.2.2 On Input (Level A) Also applies to: 2017 Section 508 • 501 (Web)(Software) • 602.3 (Support Docs)	Supports	Changing the setting of user interface components does not automatically cause a change of context.
3.3.1 Error Identification (Level A) Also applies to: 2017 Section 508 • 501 (Web)(Software) • 602.3 (Support Docs)	Partially Supports	Error messages are displayed on forms when fields are incorrectly filled out in some areas. Some error messages do not suggest a resolution.
3.3.2 Labels or Instructions (Level A) Also applies to: 2017 Section 508 • 501 (Web)(Software) • 602.3 (Support Docs)	Partially Supports	Visual labelling is provided for components with an exception. In the mobile view the current page combo box's label may become hidden.
4.1.1 Parsing (Level A) Also applies to: 2017 Section 508 • 501 (Web)(Software) • 602.3 (Support Docs)	Partially Supports	The application shows parsing errors when running a markup validation service.

Criteria	Conformance Level	Remarks and Explanations
4.1.2 Name, Role, Value (Level A) Also applies to: 2017 Section 508 • 501 (Web)(Software) • 602.3 (Support Docs)	Partially Supports	The application provides name, role, state and value information to assistive technology for components with an exception. The "Filter Menu" button does not provide its state of open or closed to assistive technology.

Table 2: Success Criteria, Level AA

Criteria	Conformance Level	Remarks and Explanations
1.2.4 Captions (Live) (Level AA) Also applies to: 2017 Section 508 • 501 (Web)(Software) • 602.3 (Support Docs)	Not Applicable	The application does not host live presentations.
1.2.5 Audio Description (Prerecorded) (Level AA) Also applies to: 2017 Section 508 • 501 (Web)(Software) • 602.3 (Support Docs)	Supports	The information in the video track is already provided in the audio track, so no audio description is necessary.
1.4.3 Contrast (Minimum) (Level AA) Also applies to: 2017 Section 508 • 501 (Web)(Software) • 602.3 (Support Docs)	Partially Supports	Some areas of the application meet the required contrast ratios. Some areas (e.g., Sign-in page and error messages) do not meet the required 4.5:1 contrast ratio.
1.4.4 Resize text (Level AA) Also applies to: 2017 Section 508 • 501 (Web)(Software) • 602.3 (Support Docs)	Supports	Text can be resized without loss of content or functionality.

Criteria	Conformance Level	Remarks and Explanations
1.4.5 Images of Text (Level AA) Also applies to: 2017 Section 508 • 501 (Web)(Software) • 602.3 (Support Docs)	Supports	Images of text are not used.
2.4.5 Multiple Ways (Level AA) Also applies to: 2017 Section 508 • 501 (Web)(Software) – Does not apply to non-web software • 602.3 (Support Docs) – Does not apply to non-web docs	Supports	There are multiple ways to navigate to many pages throughout the application; this includes the ability to search.
2.4.6 Headings and Labels (Level AA) Also applies to: 2017 Section 508 • 501 (Web)(Software) • 602.3 (Support Docs)	Supports	Headings and labels describe topic or purpose.
2.4.7 Focus Visible (Level AA) Also applies to: 2017 Section 508 • 501 (Web)(Software) • 602.3 (Support Docs)	Partially Supports	Keyboard focus is well defined in some areas. The "Transcript" links on the Help page do not show visual focus.
3.1.2 Language of Parts (Level AA) Also applies to: 2017 Section 508 • 501 (Web)(Software) • 602.3 (Support Docs)	Supports	The default human language can be programmatically determined.
3.2.3 Consistent Navigation (Level AA) Also applies to: 2017 Section 508 • 501 (Web)(Software) – Does not apply to non-web software • 602.3 (Support Docs) – Does not apply to non-web docs	Supports	Consistent navigation occurs throughout the application.

Criteria	Conformance Level	Remarks and Explanations
3.2.4 Consistent Identification (Level AA) Also applies to: 2017 Section 508 • 501 (Web)(Software) – Does not apply to non-web software • 602.3 (Support Docs) – Does not apply to non-web docs	Supports	There is consistent identification of components.
3.3.3 Error Suggestion (Level AA) Also applies to: 2017 Section 508 • 501 (Web)(Software) • 602.3 (Support Docs)	Partially Supports	Some required fields notify the user of an error. Error messages do not indicate how the error should be corrected.
3.3.4 Error Prevention (Legal, Financial, Data) (Level AA) Also applies to: 2017 Section 508 • 501 (Web)(Software) • 602.3 (Support Docs)	Not Applicable	Application does not cause legal commitments or financial transactions to occur for the user.

Table 3: Success Criteria, Level AAA

Notes: Product was not tested to WCAG 2.0 AAA level.

Revised Section 508 Report

Chapter 3: Functional Performance Criteria (FPC)

Criteria	Conformance Level	Remarks and Explanations
302.1 Without Vision	Partially Supports	The application is keyboard operable. The application provides name, role, state and value information to assistive technology for some components.

Criteria	Conformance Level	Remarks and Explanations
302.2 With Limited Vision	Partially Supports	The application is keyboard operable. The application provides name, role, state and value information to assistive technology for some components. The application can be used by users with low visual acuity when combined with screen magnification assistive technology. Some areas of the application have low contrast ratios.
302.3 Without Perception of Color	Supports	Color coding is not used as the sole means of conveying information.
302.4 Without Hearing	Supports	Hearing is required for the product help videos. Transcripts are provided as an alternative to these videos.
302.5 With Limited Hearing	Supports	The user can connect assistive technology to the web browsing device (e.g., a PC) for enhanced audio or additional audio support.
302.6 Without Speech	Supports	Does not require user speech.
302.7 With Limited Manipulation	Supports	The application is keyboard operable.
302.8 With Limited Reach and Strength	Supports	The application is keyboard operable.
302.9 With Limited Language, Cognitive, and Learning Abilities	Supports	

Chapter 4: Hardware

Notes: This product is not hardware and therefore this section is not applicable to the product.

Chapter 5: Software

Notes: This product is not software and therefore this section is not applicable to the product.

Chapter 6: Support Documentation and Services

Criteria	Conformance Level	Remarks and Explanations
601.1 Scope	Heading cell – no response required	Heading cell – no response required
602 Support Documentation	Heading cell – no response required	Heading cell – no response required
602.2 Accessibility and Compatibility Features	Supports	The documentation is in electronic format and can be converted to other formats.
602.3 Electronic Support Documentation	See WCAG 2.0 section	See information in WCAG section
602.4 Alternate Formats for Non-Electronic Support Documentation	Supports	The documentation is in electronic format and can be converted to other formats.
603 Support Services	Heading cell – no response required	Heading cell – no response required
603.2 Information on Accessibility and Compatibility Features	Supports	MackinVIA's accessibility statement can be found at: https://www.mackin.com/hq/digital/mackinvia/accessibility/
603.3 Accommodation of Communication Needs	Supports	Support services accommodate end users with disabilities.

Legal Disclaimer (Company)

This Voluntary Product Accessibility Template (VPAT) provides guidance on the accessibility characteristics for **MackinVIA** as of **April 12, 2021** and is only valid for the version and date it was tested.

This document is for informational purposes only, and Accessibility Partners makes no warranties, express or implied, in this document.

FIRST AMENDMENT TO SOFTWARE SERVICES AGREEMENT
BETWEEN MACKIN BOOK COMPANY AND POUDRE SCHOOL DISTRICT R-1

This First Amendment ("Amendment") effective the 18th day of January 2024, is attached to and forms part of the Software Services Agreement between Poudre School District R-1 (the "District") and Mackin Book Company (the "Contractor") executed June 21, 2022 ("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 July 31, 2023, as outlined in section 1.1 of the Agreement, the District and Contractor elect to extend the term of the Agreement beginning on January 18th, 2024 through July 31, 2024.

3. **Amended Responsibilities.**

   3.1 With Section 11, 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~~

   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.

MACKIN BOOK COMPANY   POUDRE SCHOOL DISTRICT R-1

By: _____   By:_____

Mesa Heise   R. David Montoya
Director of Bids   Chief Finance Officer

                                       By:_____

                                       John Passantino
                                       Director of Curriculum

SOFTWARE SERVICES AGREEMENT
BETWEEN MACKIN BOOK COMPANY
AND POUDRE SCHOOL DISTRICT R-1

This Software Services Agreement ("Agreement") is entered into this 21st of June, 2022 by and between Poudre School District R-1 (the "District") and Mackin Book Company (the "Contractor"). The District and the Contractor are collectively referenced herein as the "parties." In consideration of the mutual covenants and promises contained in this Agreement, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Term of Agreement.**

    1.1. This Agreement shall commence on date first set forth above and continue through and including July 31, 2023, unless earlier terminated as provided in the Agreement. The Agreement, at the option of the District, may be extended for up to four (4) additional one-year terms, with the commencement of a written and executed amendment to the Contract for each one-year term.

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

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

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

2. **Deliverables and Purchase Price.**

    2.1. The Contractor shall make its digital content management system and library collection materials for use in the District, in accordance with the scope of work set forth in the attached Exhibit A (hereinafter the "Services").

    2.2. The total cost for all Services shall be based on a quote provided by the Contractor to the District, once accepted the District shall provide a purchase order to confirm the pricing and order. Payments for Services shall be due and payable thirty (30) days from receipt of Contractor's invoice.

2.2.1. Signatures on quotes shall not be requested by the Contractor and are not authorized under this agreement. Acceptance of the quote shall be through the issuance of a District purchase order.

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. Payments shall be due and payable thirty (30) days from receipt of Contractor's invoice, which shall not be accepted until a PO has been issued to the Contractor.

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 B and hereby made part of this Agreement, direct communication with schools or sales must be approved by contact in section 11 of this agreement.

2.5. **Invoicing.** Contractor will provide invoices for the Services at the rate specified in the issues purchase order. 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. Payment for Services not approved by the District in writing, shall not be considered valid and the District will not be responsible for covering associated costs. Invoices will generally be paid within thirty (30) days following the District representative's approval.

2.5.2. 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.

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

3. **Definitions.**

3.1. As used in this Agreement, "personally identifiable information" is defined as information (including metadata) that, alone or in combination, is linked or linkable to a specific student so as to allow a reasonable person in the school community, who does not have

personal knowledge of the relevant circumstances, to identify the student with reasonable certainty. Personally identifiable information includes but is not limited to: (a) the student's name; (b) the name of the student's parent or other family members; (c) the address or phone number of the student or student's family; (d) personal identifiers such as the student's social security number, student number or biometric record; and (e) indirect identifiers such as the student's date of birth, place of birth or mother's maiden name.

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

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

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

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

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

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

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

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

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

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

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

6.1.   Under the Contract, Contractor may access, view, collect, generate and/or use confidential student records and information only under the following terms and conditions: (a) 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 Contract; and (d) at the conclusion of the term of the Contract 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 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 Contractor re-identify or attempt to re-identify any de-identified confidential student records and information.

6.3.   Contractor shall promptly furnish to the District upon request all confidential student records and information collected and/or generated by Contractor 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 to -206 ("CORA"). The District, not 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 Contract is amended to add the language in this section 7. Under the Act, a "school service contract provider" is defined as an entity (other than the Colorado Department of Education, a K-12 public education entity or an institution of higher education) that enters into a formal, negotiated contract with the District to provide a "school service." Under the Act, a "school service" is defined as an Internet website, online service, online application or mobile application that: (a) is designed and marketed primarily for use in a preschool, elementary school or secondary school; (b) is used at the direction of District teachers or other District employees; and (c) collects, maintains or uses confidential student records and information.

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

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

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

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

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

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

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

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

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

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

<table>
<tr><td>Poudre School District R-1</td><td>Mackin Book Company</td></tr>
<tr><td>Attn: Tracy Stibitz</td><td>Attn: Lynn Bendt</td></tr>
<tr><td>2407 LaPorte Avenue</td><td>3505 County Road 42 West</td></tr>
<tr><td>Fort Collins, CO 80521</td><td>Burnsville, MN 55306</td></tr>
<tr><td>E-mail: tstibitz@psdschools.org</td><td>Email: bids@mackin.com</td></tr>
</table>

12.   **Insurance.** Contractor shall procure and maintain the required insurance specified below for the duration of this Agreement, which insurance shall be written for not less than the amounts specified or greater if required by law. The District's receipt of a Certificate of Insurance from the Contractor with limits and or coverages that do not meet the requirements does not waive the requirements and the Contractor shall still be responsible for the limits and coverages stated in this Agreement. Specified coverages and amounts may be provided by a combination of a primary policy plus an umbrella or following form excess policy. All insurance shall be with a carrier licensed in the state of Colorado and shall have a minimum A.M. Best rating of A- VII. Contractor shall furnish the District's Director of Records and Risk Management with certificates of the required insurance prior to the District's approval and signing of this Agreement, and with renewal certificates 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 12 shall not reduce the indemnification liability that Contractor has assumed in section 13.

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.

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

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

15. **General Provisions.**

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

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

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

15.4. **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.

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

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

15.7. **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.

15.8. **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.

15.9. **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.

15.10. **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.

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

15.12. **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.

15.13. **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.

15.14. **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.

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

MACKIN BOOK COMPANY   POUDRE SCHOOL DISTRICT R-1

By: _____   By: _____

Lynn Bendt   R. David Montoya
Director of Bids and Contracts   Executive Director of Finance

                                       By: _____

                                       Kate Canine
                                       Director of Teaching & Learning

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".**

MackinVIA™, Mackin's digital content management system, is designed for use in PK-12 education. MackinVIA is a free platform. The district or your schools only pays for the digital content they purchase from Mackin, including eBooks and digital audiobooks.

You can use MackinVIA on any desktop, laptop, or mobile device with Internet access. If you would like to download titles to read offline, our free MackinVIA app is available for all major mobile devices.

Currently, Mackin offers more than 3 million eBooks, over 65,000 digital audiobooks, hundreds of educational databases, and a large selection of streaming videos for sale. When you make a digital purchase from Mackin, the items will be fulfilled into the school's or a shared digital collection on MackinVIA.

Every eBook and digital audiobook purchased from Mackin comes with an enhanced MARC record that you can load into your library circulation system. Each record contains a link to the specific title in MackinVIA from the 856 tag. After the MARC records have been loaded into the catalog, users will be able to discover MackinVIA resources alongside other titles in your OPAC.

- **What Student Data is collected through the use of the system?**
- **What is the purpose for collecting Student Data?**

Data Collected	Purpose
Personally Identifiable Information	
First Name	Optional; used for student identification in MackinVIA Administrator site
Middle Name	Optional; used for student identification in MackinVIA Administrator site
Last Name	Optional; used for student identification in MackinVIA Administrator site
Student ID Number	Optional; used for student identification in MackinVIA Administrator site
Username	Required for user account creation
Password	Required for user account creation (not collected if external authentication is implemented)
Email Address	Optional; used for assignment, class set, and hold notifications
School Name	Required; used to assign student to appropriate account
Grade	Optional; used to assign student to appropriate account as needed
Graduation Year	Optional; used to assign student to appropriate account as needed
Role (Student or Staff)	Required; used to identify patron type
Student Generated Notes and Highlights	Annotations on digital resources; can be exported to Google Drive or OneDrive by student for teacher use
Student Reading Statistics	Number of words/pages read, time spent reading/listening, and books finished; aggregate of anonymous activity used for reporting metrics in MackinVIA Administrator site
Anonymous or De-Identified Information	
Date/Time of Access	Used to improve service and provide technical support

Browser Type	Used to improve service and provide technical support
Browser Version	Used to improve service and provide technical support
Operating System	Used to improve service and provide technical support
Device Type	Used to improve service and provide technical support
Device ID	Used to improve service and send push notifications if activated by MackinVIA Administrator
Application ID	Used to improve service
Domain name from which application was accessed	Used to improve service
IP Address	Used to improve service
Referring Web Page	Used to improve service
Location	Used to improve service
Mobile Carrier	Used to improve service
Pages Visited	Used to improve service
Time spent viewing each page	Used to improve service
Number of times returned to application	Used to improve service

- **What third parties does the vendor partner with, who may receive Student Data in any format?**
- **What is the purpose of these third-party partners?**

Vendor	URL	Description
Single Sign-On		
Clever	https://clever.com/	Optional; SSO integration for user account management
Google for Education	https://edu.google.com/workspace-for-education/editions/education-fundamentals/	Optional; SSO integration for user account management
Microsoft Azure AD	https://azure.microsoft.com/en-us/services/active-directory/	Optional; SSO integration for user account management
Library Automation Software		
Insignia Software	https://www.insigniasoftware.com/	Optional; library catalog integration for user account management
Digital Products		
Ad Fontes Media	https://adfontesmedia.com/	Optional - based on school/district purchase; Learning Tools Interoperability (LTI) integration for user account creation
Comics Plus	https://comicsplusapp.com/	Optional - based on school/district purchase; Learning Tools Interoperability (LTI) integration for user account creation

Rocket Languages	https://www.rocketlanguages.com/	Optional - based on school/district purchase; Learning Tools Interoperability (LTI) integration for user account creation
Vooks	https://www.vooks.com/	Optional - based on school/district purchase; Learning Tools Interoperability (LTI) integration for user account creation

- **Current quote (if available)**

N/A

- **Tiered Pricing for Future Purchases**

We are offering an additional 5% discount off Mackin.com catalog prices for eBooks and digital audiobooks.

- **W9**

Attached to email

- **Name and email for contract notices**

Lynn Bendt, bids@mackin.com

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

Lynn Bendt, Director of Bids and Contracts

- **Does your system allow integration for rostering? If so, how is that completed?**

User accounts may be created by the district, end-user, or Mackin. The district has many options for communicating student data to us. Data may be shared by automation through Single Sign-On, LDAP, or SIP2, by sending a CSV file through Mackin's self-import tool or secure FTP import capabilities, or by sending it in a variety of file formats. Our SSO protocols include Alexandria, ClassLink, Clever, Follett Destiny, Google, Microsoft Office 365/Azure, and SAML. Once account setup is complete, any files containing student data (not automated) may be returned to the district, but all copies in Mackin's possession will be destroyed. After initial account authorization, the system has a function to create, edit, and/or deactivate users. External authentication allows for dynamic user account provisioning.

Exhibit B

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

Mackin 2023-2024 - Agreement - Final 2 - Vendor Signed

Final Audit Report   2024-02-05

Created:	2024-02-01
By:	Becky Hall (rehall@psdschools.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAsoPj1seNAQC0z8mZQkLjBxyqwbz2m_GC

"Mackin 2023-2024 - Agreement - Final 2 - Vendor Signed" History

📄 Document created by Becky Hall (rehall@psdschools.org)
2024-02-01 - 6:34:41 PM GMT- IP address: 164.104.6.75

✉️ Document emailed to John Passantino (jpassant@psdschools.org) for signature
2024-02-01 - 6:38:16 PM GMT

📄 Email viewed by John Passantino (jpassant@psdschools.org)
2024-02-01 - 7:04:15 PM GMT- IP address: 104.28.50.161

✍️ Document e-signed by John Passantino (jpassant@psdschools.org)
Signature Date: 2024-02-05 - 7:30:59 PM GMT - Time Source: server- IP address: 164.104.5.95

✉️ Document emailed to Dave Montoya (davem@psdschools.org) for signature
2024-02-05 - 7:31:03 PM GMT

📄 Email viewed by Dave Montoya (davem@psdschools.org)
2024-02-05 - 8:22:48 PM GMT- IP address: 164.104.6.197

✍️ Document e-signed by Dave Montoya (davem@psdschools.org)
Signature Date: 2024-02-05 - 8:23:27 PM GMT - Time Source: server- IP address: 164.104.6.197

✅ Agreement completed.
2024-02-05 - 8:23:27 PM GMT