

**SOFTWARE SERVICES AGREEMENT
BETWEEN HMH EDUCATION COMPANY
AND POUDRE SCHOOL DISTRICT R-1**

This Software Services Agreement (“Agreement”) is entered into as of June 30, 2025, by and between Poudre School District R-1, a school district organized and existing under the laws of the state of Colorado (the “District”) and NWEA, a division HMH Education 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 and Termination of Agreement.

- 1.1. This Agreement shall commence as of July 01, 2025, and shall continue through and including June 30, 2028, unless earlier terminated as provided herein. The Agreement, at the option of the District, may be extended for up to two (2) 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. Notwithstanding the provisions of sections 1.1 and 1.2 above, either party may terminate this Agreement at any time in that party’s sole discretion for any reason, with or without cause, by providing the other party with sixty (60) days’ advance written notice. In the event of such termination: (a) the District shall pay Contractor for all Services performed under and in accordance with this Agreement up to the date of termination; and (b) Contractor shall reimburse the District for all payments made in excess of Services performed up to the date of termination.

2. Deliverables and Purchase Price.

- 2.1. The Contractor shall make its NWEA Map Growth K-12 Licensing for use in the District in accordance with the scope of work set forth in the attached Exhibit B (hereinafter the “Services”).
- 2.2. The total cost for all Services under this contract as set forth on the attached Exhibit B, shall not exceed Five Hundred Sixty-Five Thousand Sixty-Eight Dollars and Zero Cents (\$565,068.00), due and payable thirty (30) days from receipt of Contractor’s invoice.
- 2.3. Additional Services purchases shall not exceed the pricing outlined in Exhibit B.
- 2.4. Additional District schools may participate in Services under all terms and conditions specified within this Agreement, not to exceed the term within section

- 1.1.
- 2.5. This Agreement in no way binds the District or District Schools to exclusive use of Contractor's Services. Discretion to utilize Services is under the direction of each District School Principal or Principal designee. District Principals or Principal designee will adhere to applicable laws, regulations, and District policies.
- 2.6. Fulfillment of Services under the terms and conditions set forth in this Agreement shall be through the issuance of a District purchase order or site-based purchasing card.
 - 2.6.1. The Contractor shall provide a quote for Services conforming to the pricing, which shall be payable by the District thirty (30) days after receipt of Contractor's invoice.
 - 2.6.2. District issued purchase orders are required for purchases greater than Ten Thousand Dollars and Zero Cents (\$10,000.00).
 - 2.6.3. Services provided by Contractor without conforming to sections 2.1. 2.2, 2.3, and 2.6.2 of the Agreement shall be considered unauthorized and payment shall not be issued by the District.
 - 2.6.4. Direct communication with schools or sales must be approved by contact in section 11 of this agreement.
- 2.7. **Invoicing.** Contractor will provide invoices for the Services at the rate specified in Exhibit B. Invoices for Services provided shall be submitted directly to accounts payable in the District's Finance department at ap@psdschools.org within thirty (30) days of receipt of Purchase Order. Invoices for such Services shall include (a) the District location for which the licenses were provided, (b) description of licensing (including start and end dates of the license term), (c) and if issued, a purchase order number.
 - 2.7.1. Invoices will be paid within thirty (30) days following the District representative's approval.
 - 2.7.2. Invoices received that do not conform to the scope of this Agreement will not be approved, the District will notify the Contractor in writing, and the District will not be responsible for covering associated costs.
 - 2.7.3. The District is a political subdivision of the State of Colorado and considered a governmental entity for tax classification purposes. The District is exempt from city, county, and state sales tax. The District's state tax exempt number is 98-03335 and the District's Federal Tax Identification Number (TIN) is 84-6013733.
 - 2.7.4. The District utilizes the PaymentWorks vendor portal to collect, validate, and manage vendor information. The Contractor must complete the registration process in the portal and be approved by the District prior to

the issuance of a purchase order.

- 2.8. The Contractor grants the District a non-exclusive, non-transferable, non-sublicenseable license to access and use, and permit authorized users to access and use the Services solely in the United States during the term of the Agreement.
- 2.9. The District shall access and use the Services solely for non-commercial instructional and administrative purposes within the District. Further, the District shall not, except as expressly authorized or directed by the Contractor: (a) copy, modify, translate, distribute, disclose or create derivative works based on the contents of, or sell, the Services, or any part thereof; (b) decompile, disassemble or otherwise reverse engineer Services or otherwise use the Services to develop functionally similar products or services; (c) modify, alter or delete any of the copyright, trademark, or other proprietary notices in or on the Services; (d) rent, lease or lend the Services or use the Services for the benefit of any third party; (e) avoid, circumvent or disable any security or digital rights management device, procedure, protocol or mechanism in the Services; or (f) permit any authorized user or third party to do any of the foregoing. The District also agrees that any works created in violation of this section are derivative works, and, as such, the District agrees to assign, and hereby assigns, all right, title and interest therein to the Contractor.
- 2.10. The District agrees, subject to the limited rights expressly granted hereunder, that all rights, title and interest in and to all Services, including all related IP Rights, are and shall remain the sole and exclusive property of Contractor or its third-party licensors. "IP Rights" means, collectively, rights under patent, trademark, copyright and trade secret laws, and any other intellectual property or proprietary rights recognized in any country or jurisdiction worldwide. The District shall notify Contractor of any violation of Contractor's IP Rights in the Services, and shall reasonably assist Contractor as necessary to remedy any such violation. Contractor Services are protected by patents.
- 2.11. The District understands and agrees that its students' access to and use of the Services under this Agreement may require that it disclose confidential student records and information, as that term is defined below, to the Contractor. The Contractor understands and agrees that if it fails to comply with any of the requirements under sections 4, 5, 6 or 7 below at any time during or after the term of this Agreement the District may, as applicable, terminate the Agreement and/or disqualify the Contractor from future agreements with the District, in accordance with the Termination clauses herein.

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 industry standards 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 commercially reasonable 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 industry standards .
- 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) a confirmed data 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, within sixty (60) days of receiving written notice by the District.
- 6.2. Contractor may to the extent necessary to perform its obligations under the Contract disclose confidential student records and information to subcontractors ("Subcontractors") as identified in Exhibit A 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, within sixty (60) days of receiving written notice by the District.

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

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

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

7.1. As a school service contract provider under the Act, the Contractor has provided the following information the attached Exhibit C: (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.

7.2. Contractor shall facilitate the District's access to and correction of any factually inaccurate confidential student records and information as required in response to

correction requests from parents/guardians and eligible students.

8. **Accessibility.** The Contractor shall comply with and the Services provided under this agreement shall be in compliance with all applicable provisions of §§24-85-101, *et seq.*, C.R.S., and the *Accessibility Standards for Individuals with a Disability*, as established by the State of Colorado's Governor's Office of Information Technology pursuant to Section §24-85-103 (2.5), C.R.S. The Contractor shall also substantially comply with all State of Colorado technology standards related to technology accessibility.
 - 8.1. The Contractor shall ensure compliance by providing a Voluntary Product Accessibility Template (VPAT) using the current template available here: <https://www.section508.gov/sell/vpat/>
 - 8.2. If the Contractor is not compliant with what is stated and agreed upon in this section 8 and the provisions of §§24-85-101, *et seq.*, C.R.S., and the *Accessibility Standards for Individuals with a Disability*, and as a result, the District is fined for such noncompliance, the Contractor agrees to compensate the District in full the amount of any and all related fines.
 - 8.2.1. Payment shall be made within 30 days of receipt of an invoice in accordance with the payment instructions received with the invoice.
 - 8.2.2. Delinquent balances of 90 days or more will be sent to a third-party accounts receivable collection agency.
 - 8.3. If Contractor has provided this information by the time of contract execution, it is contained in Exhibit C, hereby attached and made part of this Agreement.
9. **Access to District Server.** If access to any District server is necessary for the functionality of the Contractor's services. Upon written approval by the Executive Director of Information Technology or designee, the District grants the Contractor limited access to the District server for the sole purpose of providing Services
 - 9.1. The Contractor agrees to protect the confidentiality, integrity and availability of all electronic District or student information at all times.
 - 9.2. The Contractor agrees to take proper steps to ensure the security of the device in which they connect to the District's systems remotely. The Contractor agrees not to copy information accessed remotely to local devices and or portable devices. Printing information is not permitted unless specific authorization has been granted.
 - 9.3. The Contractor shall not share passwords, codes, credentials or user accounts with others.
 - 9.4. The Contractor shall have a valid and up-to-date antivirus agent installed to ensure

protection against malware and viruses upon connection to the District network.

- 9.5. The Contractor acknowledges that if the District determines in its discretion that remote access has been compromised by unauthorized parties, or that remote access has been misused, the Contractor's access will be disabled or terminated immediately.
10. **Remedies.** If Contractor fails to materially comply with any of the foregoing requirements at any time during or after the term of the Agreement the District may, as applicable, terminate the Agreement and/or disqualify Contractor from future contracts and subcontracts with the District. Excluding any data breach that is solely due to Contractor's negligence or omission, the District will allow an opportunity to cure a breach in sixty (60) days of written notice prior to termination.
11. **Notices and Communications.** All notices and communications required or permitted under this Agreement shall be in writing and shall be: (a) sent via certified mail, return receipt requested and postage prepaid, to the address of the other party set forth below; or (b) sent via e-mail to the other party via the e-mail address set forth below.

Poudre School District R-1
Attn: Strategic Sourcing & Contracting
2407 LaPorte Avenue
Fort Collins, CO 80521
E-mail: Contracts@psdschools.org

NWEA, a division of HMH
Education Company Attn:
General Counsel
125 High St
BOSTON, MA 02110-2704 Email:
mariah.demers@hnhco.com
CC:legalservices@hnhco.co

12. **Insurance.**

Contractor shall purchase and maintain in effect at all times throughout the duration of the Agreement, all insurance requirements and limits as set forth below. Policies providing such limits of coverage via a primary policy plus an umbrella or following form excess policy will be satisfactory. All insurance shall be written by a carrier legally authorized to write such insurance in the state of Colorado provided the carrier has a current A.M. Best rating of A-VII or higher. All policies shall be primary and non-contributory with any insurance maintained by additional insureds. Insurance and/or self-insurance carried by the District is excess of the coverage extended to the District by Contractor. Contractor shall provide at least thirty (30) days' advance written notice to the District prior to cancellation, change of coverage, or non-renewal, except ten (10) days of non-payment of premium. The insurance requirements specified in this section 12 shall not reduce the indemnification liability that Contractor has assumed herein.

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

its obligation to meet the insurance requirements contained herein. Memorandums of Insurance will not be accepted. Certificates of insurance must be sent to: COI@psdschools.org.

Commercial General Liability

Minimum Limits

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

Technology Errors & Omissions and Network Security & Privacy

Minimum Limits

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

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

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

13. **Indemnification.** The Contractor shall indemnify and hold harmless the District and the District's Board members, employees, representatives and agents from and against any and all liability arising from any suit, action, third party claims, grievance, or proceeding, including all reasonable attorneys’ fees, actual 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 and which is not also caused by the negligence, willful misconduct, or material breach of the Agreement by the District or by third parties beyond the control of the Contractor, provided that in any event Contractor is required to indemnify the District, Contractor shall be entitled to contribution to the extent of the relative fault, if any of the District..

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. **Press Contacts/News Releases.** The Contractor shall not initiate any press, media, or social media, contact nor respond to press, media or social media requests regarding this Agreement and/or any related matters concerning the District without the prior written approval of the District.
- 15.4. **Amendment or Modification.** No amendment or modification of this Agreement shall be valid unless set forth in writing and executed by the District and the Contractor through written amendments to the Agreement, in the same manner and with the same formality as was done for this Agreement.
- 15.5. **Conflict of Terms.** In the event of any conflict of terms found between this Agreement, any incorporated exhibits, any other terms and conditions, end user license agreements or privacy policies, the terms of this Agreement shall prevail.
- 15.6. **Survival of Certain Contract Terms.** Notwithstanding anything herein to the contrary, the parties understand and agree that all terms and conditions of this Contract and the exhibits and/or attachments hereto which may require continued performance, compliance, or effect beyond the termination date of the Contract shall survive such termination date and shall be enforceable by the District as provided herein in the event of such failure to perform or to comply by the Contractor.
- 15.7. **Governing Law and Venue.** All issues regarding the formation, performance and/or legal enforcement of the Contract shall be governed by and construed in accordance with the laws of the State of Colorado. Venue for the resolution of any disputes arising out of or relating to the Contract shall be in Larimer County, Colorado.
- 15.8. **No Third-Party Beneficiary.** Enforcement of the terms and conditions of this

Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the District and the Contractor. Nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any third person other than the District or the Contractor. It is the express intent of the parties that any third person receiving services or benefits pursuant to this Agreement shall be deemed an incidental beneficiary only.

- 15.9. **Binding Arbitration Prohibited.** The District does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary is null and void.
- 15.10. **Severability Clause.** Should any provision of this Agreement be determined to be void, invalid, unenforceable or illegal for whatever reason, such provision(s) shall be null and void; provided, however, that the remaining provisions of this Agreement shall be unaffected thereby and shall continue to be valid and enforceable.
- 15.11. **Attorney Fees and Costs.** In the event it becomes necessary for either party to institute litigation to enforce any provision of this Agreement, the substantially prevailing party in such litigation shall receive, as part of any judgment or award entered, its reasonable attorney fees and actual costs, including expert witness fees.
- 15.12. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, legal representatives, successors and permitted assigns.
- 15.13. **Headings.** The headings used in this Agreement are for convenience only and shall have no effect upon the construction or interpretation of this Agreement.
- 15.14. **Entire Agreement.** This Agreement constitutes the entire Agreement of the parties regarding the subject matter addressed herein and supersedes all prior Agreements, whether oral or written, pertaining to said subject matter.
- 15.15. **Signatures.** This Agreement may be executed and delivered via portable document format (pdf), and the pdf signature of any party shall be considered valid, binding, effective and an original for all purposes. This Agreement may be signed in counterparts, and each counterpart shall be deemed an original, and all the counterparts taken as a whole shall constitute one and the same instrument.
- 15.16. **Warranty of Authority.** The individuals signing below represent and warrant that they have the authority to execute this Agreement on behalf of their respective organizations and bind their respective organizations to the terms of this Agreement.

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.

NWEA, a division of HMH EDUCATION
COMPANY

POUDRE SCHOOL DISTRICT R-1

By: 

Name: Lisa Jacobson

Title: Sr. Director Bids & Contracts

By: 
R David Montoya (Sep 4, 2025 12:04:04 MDT)

R. David Montoya
Chief Finance Officer

By: 
Dwayne Schmitz (Sep 4, 2025 10:33:23 MDT)

Dwayne Schmitz
Chief Institutional Effectiveness Officer

Exhibit A



STUDENT DATA INFORMATION REQUEST FOR SOFTWARE SERVICES

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

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

Please provide the following information to facilitate the contracting process:

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

MAP Growth educational assessments for Math, Reading, Language, and Science.

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

As part of the rostering process, users may input the following information into the assessment products: School Name; Instructor ID (current and previous); Instructor State ID; Instructor First, Middle, and Last Name; Instructor Username; Instructor Email; Class Name; Student ID (current and previous); Student First, Middle and Last Name; Student Date of Birth; Student Gender; Student Grade; Student Ethnic Group; Student State ID; Clever ID; Ed-Fi ID; ClassLink ID; One Roster ID; Student Information System ID; Student Username; Student Email; Subject; Role; School State Code; Economically Disadvantaged Status; English Language Learner or Migrant Status; Homeless Status; Disability, Accessibility, or Accommodation Status; Voice Recording; and Date of Enrollment. Further information regarding roster fields for users can be found here: https://connection.nwea.org/s/article/Roster-template-required-fields?language=en_US

MAP Growth assessments generate assessment scores; assessment responses and response times; item responses and response times; growth and norming information; and assessment interaction behavior such as completed, paused, suspended, or terminated tests. Further information can be found in our [NWEA Assessment Privacy Policy](#).

3. What is the purpose of collecting student data?

As outlined in our [NWEA Assessment Privacy Policy](#) we may use Student Education Records for the following purposes:

- To Deliver the Assessment Products. We may use Student Education Records to provide Subscribers and Users with access to the Assessment Products and to generate reports and other services associated with the Assessment Products or requested by the Subscriber.
- To Communicate with Users and Subscribers. We may use Student Education Records to communicate with Users as necessary to fulfill our obligations to Subscribers and provide Subscriber with notices about its account, including expiration, renewal, or changes in the Assessment Products.
- For Compliance, Fraud Prevention, and Safety. We may use Student Education Records as necessary or appropriate to: (a) enforce our Master Subscription Agreement and policies; (b) protect our rights, privacy, safety or property, and that of our Users or Subscribers; and (c) protect, investigate, and deter against fraudulent, harmful, unauthorized, unethical, or illegal activity.
- To Improve our Assessment Products. We may use Student Education Records to improve the performance, availability, and functionality of the Assessment Products.
- To Create Deidentified and Anonymized Data. We may use Student Education Records to create Deidentified Data or Anonymized Data.
- With Consent. We may ask for consent from Subscribers or Users to collect, use, or share Student Education Records for purposes not described in this Policy.

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.*

Please see subprocessor documentation.

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

Please see subprocessor documentation.

6. Please provide:

- Current quote (if available)
See attached price quote
- Tiered pricing for future purchases
Currently there is no contract in place for future years. Tiered pricing is available if there is an agreed upon multi-year agreement in place.
- Name and email for contract notices
Mariah DeMers – mariah.demers@hnhco.com
- Name and title of person who will sign the contract
Lisa Jacobson – Sr. Director of Bids & Contracts

- Does the system allow integration for rostering?

☐ Yes ☐ No

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

Currently integrated rostering is currently supported via Clever and ClassLink.

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.

2

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

List of HMH Subprocessors

Consistent with the [HMH Terms of Purchase](#), HMH may share Student Education Records with third-party contractors to support the Products. HMH utilizes a supply chain risk management process to ensure the third-party contractors protect the availability, confidentiality, and integrity of Student Education Records consistent with applicable law and industry standard measures. These third-parties are prohibited from engaging in targeting advertising and any other use of Student Education Records except in support of the Products. Current third-parties that may have access to Student Education Records include:

Entity	Type of Service Provided	Location
Amazon Web Services 410 Terry Ave. North Seattle, WA 98109-5210	Cloud hosting provider	USA
Navisite 200 Minuteman Road Andover, MA 01810	Cloud hosting provider	USA
Microsoft One Microsoft Way Redmond, Washington 98052-6399	Software services	USA
Salesforce One Market Street San Francisco, CA 94105	Customer management software	USA
Alorica 5 Park Plaza Irving, Ca 92614	Customer support	USA
Endava Ire Ltd 13-18 City Quay, Dublin 2, Ireland	Software development	IE
Cognizant USA	Software development	USA
Atlassian 350 Bush Street Floor 13 San Francisco, Ca 94104	Customer support and issue management	USA
Hitachi Consulting Corporation Dallas, Texas USA	Software development	USA
Amira Learning, Inc San Francisco, CA, USA	Software services	USA
Snowflake San Francisco, CA USA	Software Services	USA
Caveon, Inc Midvale, UT	Software Services	USA
LanguaMetrics, LLC and VIMAS Group International, Inc Odessa, Florida	Software Services	USA
Advanced Technology Recycling Salt Lake, Utah	Secure media sanitation services and IT asset disposal services.	USA
Technology Conservation Group, Inc. Portland Oregon	IT asset disposal services	USA
Flexential Portland, Oregon and Salt Lake City, Utah	Data center services	USA

Pendo 301 Hillsborough St, Raleigh, NC 27603	Product monitoring	USA
Datadog	Product monitoring and logging	USA
Scanii 11650 Olivo Rd, Suite 1000-171, Fishers, IN 46037-7619	Content identification on student submissions	USA
Fullstory 1745 Peachtree ST NE, STE N, Atlanta, GA 30309	Customer technical support	USA
Intercom 55 2nd Street, 4th Floor, San Francisco, CA 94105	Customer technical support	USA
Turnitin 2101 Webster Street Suite 1800 Oakland, CA 94612	Plagiarism detection	USA
CopyLeaks 700 Canal St. Stamford, CT 06902	AI content detection	USA
ProWritingAid International House, 36-38 Cornhill, London EC3V 3NG, UK	Grammar evaluation	UK
Matific 2196 Third Ave, Unit #10001 New York, NY 10035	Math learning and reporting services	USA

Exhibit B



SALES ORDER

Order Date: 05/20/2025

Start Date: 07/01/2025

Order #: 00117916

End Date: 06/30/2028

Prepared For

Account Name: Poudre School District R-1 (Ft Collins)

Agency Code: 31

Primary Contact: Dwayne Schmitz

Email: dschmitz@psdschools.org

Customer Information

Poudre School District R-1 (Ft Collins)
2407 La Porte Ave
Fort Collins, CO 80521
United States

Bill-To Information

Poudre School District R-1 (Ft Collins)
ACCOUNTS PAYABLE
2407 La Porte Avenue
Ft Collins, CO 80521-2297
United States

NWEA Sales Point of Contact

Mariah DeMers

mariah.demers@hnhco.com

503.548.5337

Products & Services

Product	Sales Price	Quantity	Total Price
Year 1 - 07/01/2025 - 06/30/2026			
MAP Growth K-12	\$13.00	14,822	\$192,686.00
MAP Growth Foundations Online Annual License	\$1,000.00	1	\$1,000.00
Subtotal Year 1			\$193,686.00
Year 2 - 07/01/2026 - 06/30/2027			
MAP Growth K-12	\$13.00	14,380	\$186,940.00
MAP Growth Foundations Online Annual License	\$1,000.00	1	\$1,000.00
Subtotal Year 2			\$187,940.00
Year 3 - 07/01/2027 - 06/30/2028			
MAP Growth K-12	\$13.00	14,034	\$182,442.00
MAP Growth Foundations Online Annual License	\$1,000.00	1	\$1,000.00



Product	Sales Price	Quantity	Total Price
Subtotal Year 3			\$183,442.00

Subtotal	\$565,068.00
Estimated Tax	\$0.00
Grand Total	\$565,068.00

Invoicing Information

Unless otherwise specified, payment terms are Net 30. Remittance instructions will be included with your invoice.

Until this Sales Order is signed, the pricing is valid for 30 days from the Order Date listed at the top of this document. Please confirm the billing address or specify changes to your Sales Point of Contact.

For a copy of the latest NWEA division W-9, it is available at <https://support.hmhco.com/s/article/Billing-and-Invoices>. Click on "Requesting a W-9" and select "NWEA".

The Tax ID for NWEA, a division of Houghton Mifflin Harcourt Publishing Company, is 04-1456030.

Terms and Conditions

This Sales Order is between Customer and NWEA, a division of Houghton Mifflin Harcourt Publishing Company, and is subject to the HMH Standard PreK-12 Terms of Purchase located at <https://www.hmhco.com/terms-of-purchase> (the "Agreement") for the Products and Services listed above. By signing this Sales Order, you agree you have read, understand, and agree to the Agreement.

Subscription Period: 3 YEARS. At the expiration of the Subscription Period noted herein, this Schedule will automatically expire.

Invoicing and Payment Terms:

Subscription Period	Fee Schedule
07/1/2025 – 06/30/2028	\$ 565,068.00
Total Fees Due:	\$ 565,068.00

Subscriber will receive an invoice on the day the Subscription Period starts and will pay in accordance with the terms of the Agreement.



Signature

Customer
Signature: _____

Customer
Printed Name: _____

Date: _____

Customer Title _____



Exhibit C

NWEA Accessibility Conformance Report

WCAG Edition

(Based on VPAT[®] Version 2.1)

Name of Product/Version: MAP Growth

Report Date: 6/17/2024

Product Description: Interim Growth Assessment grades 2-12

Contact information: NWEA, Adam Wolfgang (adam.wolfgang@nwea.org)

Notes: This evaluation only focuses on the student assessment and not practice tests or student resources. MAP Growth has not been reviewed for AAA compliance.

Evaluation Methods Used: JAWS Screen Reader, Firefox, Keyboard navigation with Chrome

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 2.1	Level A (Yes) Level AA (Yes) Level AAA (No)

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 2.1 Report

Note: When reporting on conformance with the WCAG 2.1 Success Criteria, they are scoped for full pages, complete processes, and accessibility-supported ways of using technology as documented in the [WCAG 2.1 Conformance Requirements](#).

Table 1: Success Criteria, Level A

Notes:

Criteria	Conformance Level	Remarks and Explanations
1.1.1 Non-text Content (Level A)	Supports	
1.2.1 Audio-only and Video-only (Prerecorded) (Level A)	Not Applicable	
1.2.2 Captions (Prerecorded) (Level A)	Not Applicable	
1.2.3 Audio Description or Media Alternative (Prerecorded) (Level A)	Not Applicable	
1.3.1 Info and Relationships (Level A)	Supports	
1.3.2 Meaningful Sequence (Level A)	Supports	
1.3.3 Sensory Characteristics (Level A)	Supports	
1.4.1 Use of Color (Level A)	Supports	
1.4.2 Audio Control (Level A)	Supports	
2.1.1 Keyboard (Level A)	Supports	
2.1.2 No Keyboard Trap (Level A)	Supports	
2.1.4 Character Key Shortcuts (Level A 2.1 only)	Does not support	We have shortcuts to select our answer choice options that are single characters. However, the answer is not submitted unless further action is taken.
2.2.1 Timing Adjustable (Level A)	Partially supports	MAP Growth assessments are un-timed, however it will time-out after 25 minutes of inactivity without a way to extend this.
2.2.2 Pause, Stop, Hide (Level A)	Not Applicable	
2.3.1 Three Flashes or Below Threshold (Level A)	Supports	
2.4.1 Bypass Blocks (Level A)	Supports	
2.4.2 Page Titled (Level A)	Supports	
2.4.3 Focus Order (Level A)	Supports	
2.4.4 Link Purpose (In Context) (Level A)	Not Applicable	
2.5.1 Pointer Gestures (Level A 2.1 only)	Supports	
2.5.2 Pointer Cancellation (Level A 2.1 only)	Supports	Some specific interaction types use down-events to improve usability but the action to submit an answer is done on the up-event.

Criteria	Conformance Level	Remarks and Explanations
2.5.3 Label in Name (Level A 2.1 only)	Supports	
2.5.4 Motion Actuation (Level A 2.1 only)	Not Applicable	
3.1.1 Language of Page (Level A)	Supports	
3.2.1 On Focus (Level A)	Supports	
3.2.2 On Input (Level A)	Not Applicable	
3.3.1 Error Identification (Level A)	Supports	
3.3.2 Labels or Instructions (Level A)	Supports	
4.1.1 Parsing (Level A)	Supports	
4.1.2 Name, Role, Value (Level A)	Supports	

Table 2: Success Criteria, Level AA

Notes:

Criteria	Conformance Level	Remarks and Explanations
1.2.4 Captions (Live) (Level AA)	Not Applicable	
1.2.5 Audio Description (Prerecorded) (Level AA)	Not Applicable	
1.3.4 Orientation (Level AA 2.1 only)	Does Not Support	Mobile Application is restricted to landscape orientation
1.3.5 Identify Input Purpose (Level AA 2.1 only)	Not Applicable	
1.4.3 Contrast (Minimum) (Level AA)	Supports	
1.4.4 Resize text (Level AA)	Supports	
1.4.5 Images of Text (Level AA)	Not Applicable	
1.4.10 Reflow (Level AA 2.1 only)	Does Not Support	
1.4.11 Non-text Contrast (Level AA 2.1 only)	Supports	
1.4.12 Text Spacing (Level AA 2.1 only)	Does Not Support	
1.4.13 Content on Hover or Focus (Level AA 2.1 only)	Supports	
2.4.5 Multiple Ways (Level AA)	Supports	
2.4.6 Headings and Labels (Level AA)	Supports	

Criteria	Conformance Level	Remarks and Explanations
2.4.7 Focus Visible (Level AA)	Supports	
3.1.2 Language of Parts (Level AA)	Supports	
3.2.3 Consistent Navigation (Level AA)	Supports	
3.2.4 Consistent Identification (Level AA)	Supports	
3.3.3 Error Suggestion (Level AA)	Not Applicable	
3.3.4 Error Prevention (Legal, Financial, Data) (Level AA)	Not Applicable	
4.1.3 Status Messages (Level AA 2.1 only)	Not Applicable	

Legal Disclaimer (Company)

The information herein is provided in good faith based on NWEA MAP Growth at the time of the review and does not represent a legally binding claim. Please contact us to report any accessibility errors or conformance claim errors for re-evaluation and correction, if necessary.