

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

This Second Amendment (“Amendment”) effective as of the 24th day of February 2025, is attached to and forms part of the Software Services Agreement between and Poudre School District R-1 (the “District”) and Securly, Inc. (the “Contractor”) executed June 14, 2023 and the First Amendment to the Agreement executed May 15, 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 June 30, 2025, 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, 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 Poudre School District Student Data Information Request for Software Services, hereby attached to this Second Amendment and made part of this Agreement.
 - 3.3. Exhibit B is deleted hereby in its entirety.
 - 3.4. Replace Exhibit B with Contractor’s Quote Q-033999, hereby attached to this Second 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 Accessibility Statement, hereby attached to this Second Amendment and made part of this Agreement.
 - 3.7. Add Exhibit D with Poudre School District’s Tech Services Insurance Requirements, hereby attached to this Second Amendment and made part of this Agreement.
4. **Special Provisions.**

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

5. **General Provisions.**

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


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

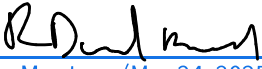
THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

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

SECURLY, INC.

POUDRE SCHOOL DISTRICT R-1

By: 
Christina Leach, on behalf of
Michaelann Carlin
Title Deal Desk Associate

By:  Dave Montoya (Mar 24, 2025 14:15 MDT)
R. David Montoya
Chief Finance Officer/
Chief Operations Officer

By: 
Traci Gile, PhD
Assistant Superintendent

Exhibit A



Clear Form

STUDENT DATA INFORMATION REQUEST FOR SOFTWARE SERVICES

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

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

Please provide the following information to facilitate the contracting process:

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

Securly provides cloud-based software and/or related IT services to support its cloud-based educational software products. The main products include e-hallpass, a digital, cloud-based system for hall pass management, and FlexTimeManager a digital, cloud-based scheduling software platform for flexible and customizable student activity periods. This product list is not exhaustive and other software projects may be added or included in the future. Securly’s additional IT services may include programming, testing, database administration, network and infrastructure support, IT project management, data collection & analytics, software implementation and customer support, or other related services to operate and/or improve their software through the development, provision, and

- 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.

<https://www.securly.com/privacy>

Student	Teacher	Admin	Meta Data

3. What is the purpose of collecting student data?

<https://www.securly.com/privacy>

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

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

Amazon Web Services, ClassLink, Clever, Google Suite for Education, Microsoft Office 365, Datadog

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

Cloud-based database and software hosting (AWS), User provisioning and/or authentication (Clever, Classlink), User Authentication (Google Suite for Education, Microsoft Office 365), System performance monitoring and application logs analysis

6. Please provide:

- Current quote (if available)

Attached to email

- Tiered pricing for future purchases

2,500-4,999 students - \$3.19/student/year

5,000-9,999 Student - \$2/98/student/year

- Name and email for contract notices

Nicole Borbons-nicole@securly.com

- Name and title of person who will sign the contract

Michaelann Carlin michaelann.carlin@securly.com or her designated representative

- Does the system allow integration for rostering?

Yes No

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

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

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

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

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

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

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

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

Exhibit B



Customer Quote

SECURLY (Billing Address)	Dept LA 24957 Pasadena, CA 91185-4957 United States	Quote Number	Q-33999
Securly Contact Email	Nicole Borbons nicole@securly.com	Expiration Date	07-31-2025
		Customer	Poudre School District (CO)
		Contact Name	Becky Hall
		Email	rehall@psdschools.org
		Phone	970-490-3564

Subscription Summary

Payment Schedule Upfront

Quote Notes

Securly Quote Details

Start Date	End Date	Quantity	Product	Product Type	Sales Price	Subtotal
07-01-2025	06-30-2026	2,600	Pass Core	Subscription	\$3.19	\$8,294.00

Total	\$8,294.00
--------------	-------------------

Exhibit C

Accessibility Statement

pass.securly.com May 2, 2022

Issued by



Compliance status

We firmly believe that the internet should be available and accessible to anyone and are committed to providing a website that is accessible to the broadest possible audience, regardless of ability.

To fulfill this, we aim to adhere as strictly as possible to the World Wide Web Consortium's (W3C) Web Content Accessibility Guidelines 2.1 (WCAG 2.1) at the AA level. These guidelines explain how to make web content accessible to people with a wide array of disabilities. Complying with those guidelines helps us ensure that the website is accessible to blind people, people with motor impairments, visual impairment, cognitive disabilities, and more.

This website utilizes various technologies that are meant to make it as accessible as possible at all times. We utilize an accessibility interface that allows persons with specific disabilities to adjust the website's UI (user interface) and design it to their personal needs.

Additionally, the website utilizes an AI-based application that runs in the background and optimizes its accessibility level constantly. This application remediates the website's HTML, adapts its functionality and behavior for screen-readers used by blind users, and for keyboard functions used by individuals with motor impairments.

If you wish to contact the website's owner please use the following email
webmaster@eduspiresolutions.org

Screen-reader and keyboard navigation

Our website implements the ARIA attributes (Accessible Rich Int alongside various behavioral changes, to ensure blind users can comprehend, and enjoy the website's functions. As soon as you visit your site, they immediately receive a prompt to enter the Screen-Reader Profile so they can browse and operate your site effectively. Here's how our website covers some of the most important screen-reader requirements:

Anna



Hey there! 🙋 Is there anything I can help you with today?



1. **Screen-reader optimization:**

we run a process that learns the website's components from top to bottom, to ensure ongoing compliance even when updating the website. In this process, we provide screen-readers with meaningful data using the ARIA set of attributes. For example, we provide accurate form labels; descriptions for actionable icons (social media icons, search icons, cart icons, etc.); validation guidance for form inputs; element roles such as buttons, menus, modal dialogues (popups), and others.

Additionally, the background process scans all of the website's images. It provides an accurate and meaningful image-object-recognition-based description as an ALT (alternate text) tag for images that are not described. It will also extract texts embedded within the image using an OCR (optical character recognition) technology. To turn on screen-reader adjustments at any time, users need only to press the Alt+1 keyboard combination. Screen-reader users also get automatic announcements to turn the Screen-reader mode on as soon as they enter the website.

These adjustments are compatible with popular screen readers such as JAWS, NVDA, VoiceOver, and TalkBack.

2. **Keyboard navigation optimization:**

The background process also adjusts the website's HTML and adds various behaviors using JavaScript code to make the website operable by the keyboard. This includes the ability to navigate the website using the Tab and Shift+Tab keys, operate dropdowns with the arrow keys, close them with Esc, trigger buttons and links using the Enter key, navigate between radio and checkbox elements using the arrow keys, and fill them in with the Spacebar or Enter key.

Additionally, keyboard users will find content-skip menus available at any time by clicking Alt+2, or as the first element of the site while navigating with the keyboard. The background process also handles triggered popups by moving the keyboard focus towards them as soon as they appear, not allowing the focus to drift outside.

Users can also use shortcuts such as "M" (menus), "H" (headings), "F" (forms), "B" (buttons), and "G" (graphics) to jump to specific elements.

Disability profiles supported on our website

- **Epilepsy Safe Profile:** this profile enables people with epilepsy to safely use the website by eliminating the risk of seizures resulting from flashing or blinking animations and risky color

combinations.

- **Vision Impaired Profile:** this profile adjusts the website so that it is accessible to the majority of visual impairments such as Degrading Eyesight, Tunnel Vision, Cataract, Glaucoma, and others.
- **Cognitive Disability Profile:** this profile provides various assistive features to help users with cognitive disabilities such as Autism, Dyslexia, CVA, and others, to focus on the essential elements more easily.
- **ADHD Friendly Profile:** this profile significantly reduces distractions and noise to help people with ADHD, and Neurodevelopmental disorders browse, read, and focus on the essential elements more easily.
- **Blind Users Profile (Screen-readers):** this profile adjusts the website to be compatible with screen-readers such as JAWS, NVDA, VoiceOver, and TalkBack. A screen-reader is installed on the blind user's computer, and this site is compatible with it.
- **Keyboard Navigation Profile (Motor-Impaired):** this profile enables motor-impaired persons to operate the website using the keyboard Tab, Shift+Tab, and the Enter keys. Users can also use shortcuts such as "M" (menus), "H" (headings), "F" (forms), "B" (buttons), and "G" (graphics) to jump to specific elements.

Additional UI, design, and readability adjustments

1. Font adjustments

users can increase and decrease its size, change its family (type), adjust the spacing, alignment, line height, and more.

2. Color adjustments

users can select various color contrast profiles such as light, dark, inverted, and monochrome. Additionally, users can swap color schemes of titles, texts, and backgrounds with over seven different coloring options.

3. Animations

epileptic users can stop all running animations with the click of a button. Animations controlled by the interface include videos, GIFs, and CSS flashing transitions.

4. Content highlighting

users can choose to emphasize essential elements such as links and titles. They can also

choose to highlight focused or hovered elements only.

5. **Audio muting**

users with hearing devices may experience headaches or other issues due to automatic audio playing. This option lets users mute the entire website instantly.

6. **Cognitive disorders**

we utilize a search engine linked to Wikipedia and Wiktionary, allowing people with cognitive disorders to decipher meanings of phrases, initials, slang, and others.

7. **Additional functions**

we allow users to change cursor color and size, use a printing mode, enable a virtual keyboard, and many other functions.

Assistive technology and browser compatibility

We aim to support as many browsers and assistive technologies as possible, so our users can choose the best fitting tools for them, with as few limitations as possible. Therefore, we have worked very hard to be able to support all major systems that comprise over 95% of the user market share, including Google Chrome, Mozilla Firefox, Apple Safari, Opera and Microsoft Edge, JAWS, and NVDA (screen readers), both for Windows and MAC users.

Notes, comments, and feedback

Despite our very best efforts to allow anybody to adjust the website to their needs, there may still be pages or sections that are not fully accessible, are in the process of becoming accessible, or are lacking an adequate technological solution to make them accessible. Still, we are continually improving our accessibility, adding, updating, improving its options and features, and developing and adopting new technologies. All this is meant to reach the optimal level of accessibility following technological advancements. If you wish to contact the website's owner, please use the following email webmaster@eduspiresolutions.org

Exhibit D

Poudre School District Tech Services Insurance Requirements

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 11 shall not reduce the indemnification liability that Provider has assumed in section 12.

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.

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

This First Amendment (“Amendment”) effective May 15 2024, is attached to and forms part of the Software Services Agreement between Poudre School District R-1 (the “District”) and Securly, Inc. (the “Contractor”) executed June 14, 2024 (“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 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, 2024, 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, 2024 through June 30, 2025.

3. **Amended Responsibilities.**
 - 3.1. Exhibit B is deleted hereby in its entirety.
 - 3.2. Replace Exhibit B with Contractor’s Product Offerings – 2023-24 School Year, (vendor has not changed Product Offering sheet as there have been no changes in the pricing), hereby attached to this First Amendment and made part of this Agreement.
 - 3.3. Add Exhibit C with Contractor’s Accessibility Statement, hereby attached to this First Amendment and made part of this Agreement.
 - 3.4. Within section 10, delete the language which has a strikethrough and replace with the following language which is underlined:

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

Poudre School District R-1
Attn: Contracts Administrator
2407 LaPorte Avenue
Fort Collins, CO 80521

E-mail: contracts@psdschools.org

Special Provisions.

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

4. **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 Amendment as of the Effective Date.

SECURLY, INC.

POUDRE SCHOOL DISTRICT R-1

By: *Adam Slechta*
Adam Slechta (May 16, 2024 11:29 EDT)

Adam Slechta
Deal Desk Manager

By: *R. David Montoya*

R. David Montoya
Chief Finance Officer

By: *Dr. Traci Gile*

Dr. Traci Gile
Assistant Superintendent

Exhibit B

Product Offerings – 2023-24 School Year



e-hallpass – Digital Hallpass Solution with
with social distancing tools

\$3.25 per student user



FlexTime Manager -

\$6.00 per student user

Scheduling software for
Seamless scheduling of personal
Learning time, intervention,
Tutorials, and enrichment activities

10% district discount after 3000 users

Exhibit C

Accessibility Statement

pass.securly.com

May 2, 2022

Issued by



Compliance status

We firmly believe that the internet should be available and accessible to anyone and are committed to providing a website that is accessible to the broadest possible audience, regardless of ability.

To fulfill this, we aim to adhere as strictly as possible to the World Wide Web Consortium's (W3C) Web Content Accessibility Guidelines 2.1 (WCAG 2.1) at the AA level. These guidelines explain how to make web content accessible to people with a wide array of disabilities. Complying with those guidelines helps us ensure that the website is accessible to blind people, people with motor impairments, visual impairment, cognitive disabilities, and more.

This website utilizes various technologies that are meant to make it as accessible as possible at all times. We utilize an accessibility interface that allows persons with specific disabilities to adjust the website's UI (user interface) and design it to their personal needs.

Additionally, the website utilizes an AI-based application that runs in the background and optimizes its accessibility level constantly. This application remediates the website's HTML, adapts its functionality and behavior for screen-readers used by blind users, and for keyboard functions used by individuals with motor impairments.

If you wish to contact the website's owner please use the following email
webmaster@eduspiresolutions.org

Screen-reader and keyboard navigation

Our website implements the ARIA attributes (Accessible Rich Int alongside various behavioral changes, to ensure blind users can comprehend, and enjoy the website's functions. As soon as you visit your site, they immediately receive a prompt to enter the Screen-Reader Profile so they can browse and operate your site effectively. Here's how our website covers some of the most important screen-reader requirements:

Anna



Hey there! 🙌 Is there anything I can help you with today?



1. **Screen-reader optimization:**

we run a process that learns the website's components from top to bottom, to ensure ongoing compliance even when updating the website. In this process, we provide screen-readers with meaningful data using the ARIA set of attributes. For example, we provide accurate form labels; descriptions for actionable icons (social media icons, search icons, cart icons, etc.); validation guidance for form inputs; element roles such as buttons, menus, modal dialogues (popups), and others.

Additionally, the background process scans all of the website's images. It provides an accurate and meaningful image-object-recognition-based description as an ALT (alternate text) tag for images that are not described. It will also extract texts embedded within the image using an OCR (optical character recognition) technology. To turn on screen-reader adjustments at any time, users need only to press the Alt+1 keyboard combination. Screen-reader users also get automatic announcements to turn the Screen-reader mode on as soon as they enter the website.

These adjustments are compatible with popular screen readers such as JAWS, NVDA, VoiceOver, and TalkBack.

2. **Keyboard navigation optimization:**

The background process also adjusts the website's HTML and adds various behaviors using JavaScript code to make the website operable by the keyboard. This includes the ability to navigate the website using the Tab and Shift+Tab keys, operate dropdowns with the arrow keys, close them with Esc, trigger buttons and links using the Enter key, navigate between radio and checkbox elements using the arrow keys, and fill them in with the Spacebar or Enter key.

Additionally, keyboard users will find content-skip menus available at any time by clicking Alt+2, or as the first element of the site while navigating with the keyboard. The background process also handles triggered popups by moving the keyboard focus towards them as soon as they appear, not allowing the focus to drift outside.

Users can also use shortcuts such as "M" (menus), "H" (headings), "F" (forms), "B" (buttons), and "G" (graphics) to jump to specific elements.

Disability profiles supported on our website

- **Epilepsy Safe Profile:** this profile enables people with epilepsy to safely use the website by eliminating the risk of seizures resulting from flashing or blinking animations and risky color

combinations.

- **Vision Impaired Profile:** this profile adjusts the website so that it is accessible to the majority of visual impairments such as Degrading Eyesight, Tunnel Vision, Cataract, Glaucoma, and others.
- **Cognitive Disability Profile:** this profile provides various assistive features to help users with cognitive disabilities such as Autism, Dyslexia, CVA, and others, to focus on the essential elements more easily.
- **ADHD Friendly Profile:** this profile significantly reduces distractions and noise to help people with ADHD, and Neurodevelopmental disorders browse, read, and focus on the essential elements more easily.
- **Blind Users Profile (Screen-readers):** this profile adjusts the website to be compatible with screen-readers such as JAWS, NVDA, VoiceOver, and TalkBack. A screen-reader is installed on the blind user's computer, and this site is compatible with it.
- **Keyboard Navigation Profile (Motor-Impaired):** this profile enables motor-impaired persons to operate the website using the keyboard Tab, Shift+Tab, and the Enter keys. Users can also use shortcuts such as "M" (menus), "H" (headings), "F" (forms), "B" (buttons), and "G" (graphics) to jump to specific elements.

Additional UI, design, and readability adjustments

1. Font adjustments

users can increase and decrease its size, change its family (type), adjust the spacing, alignment, line height, and more.

2. Color adjustments

users can select various color contrast profiles such as light, dark, inverted, and monochrome. Additionally, users can swap color schemes of titles, texts, and backgrounds with over seven different coloring options.

3. Animations

epileptic users can stop all running animations with the click of a button. Animations controlled by the interface include videos, GIFs, and CSS flashing transitions.

4. Content highlighting

users can choose to emphasize essential elements such as links and titles. They can also

choose to highlight focused or hovered elements only.

5. **Audio muting**

users with hearing devices may experience headaches or other issues due to automatic audio playing. This option lets users mute the entire website instantly.

6. **Cognitive disorders**

we utilize a search engine linked to Wikipedia and Wiktionary, allowing people with cognitive disorders to decipher meanings of phrases, initials, slang, and others.

7. **Additional functions**

we allow users to change cursor color and size, use a printing mode, enable a virtual keyboard, and many other functions.

Assistive technology and browser compatibility

We aim to support as many browsers and assistive technologies as possible, so our users can choose the best fitting tools for them, with as few limitations as possible. Therefore, we have worked very hard to be able to support all major systems that comprise over 95% of the user market share, including Google Chrome, Mozilla Firefox, Apple Safari, Opera and Microsoft Edge, JAWS, and NVDA (screen readers), both for Windows and MAC users.

Notes, comments, and feedback

Despite our very best efforts to allow anybody to adjust the website to their needs, there may still be pages or sections that are not fully accessible, are in the process of becoming accessible, or are lacking an adequate technological solution to make them accessible. Still, we are continually improving our accessibility, adding, updating, improving its options and features, and developing and adopting new technologies. All this is meant to reach the optimal level of accessibility following technological advancements. If you wish to contact the website's owner, please use the following email webmaster@eduspiresolutions.org

**SOFTWARE SERVICES AGREEMENT
BETWEEN SECURLY, INC.
AND POUFRE SCHOOL DISTRICT R-1**

This Software Services Agreement (“Agreement”) is effective as of the 14th day of June 2023, by and between Poudre School District R-1 (“District”) and Securly, Inc. (“Contractor”). The District and the Contractor are collectively referenced herein as the “parties.” In consideration of the mutual covenants and promises contained in this Agreement, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Term of Agreement.**

1.1. This Agreement shall commence on July 1, 2023 and continue through and including June 30, 2024. The Agreement, at the option of the District, may be extended for up to four (4) additional one-year year terms upon written notice to the Contractor 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 1.1 and 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 1.1, 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 e-hallpass a digital, cloud-based system for hall pass management, and Flex Time Manager a digital, cloud-based scheduling software platform for use in the District’s schools, in accordance with the scope of work set forth in the attached Exhibit A (hereinafter the “Services”).

2.1. The total cost for all Services under this contract shall not exceed the pricing outlined in Exhibit A for the length of the Agreement.

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

- 2.3.1. The Contractor shall provide the contact in section 10 a quote for Services conforming to the pricing, which shall be payable by the District thirty (30) days after receipt of Contractor's invoice.
- 2.3.2. Site-based credit cards and/or site-based restricted checks shall not be permitted for payment.
- 2.3.3. Services provided by Contractor without conforming to section 2.3 of the Agreement shall be considered unauthorized and payment shall not be issued by the District.
- 2.3.4. 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 10 of this agreement.

2.3. Contractor shall maintain compliance with federal, state and local laws as pertains to accessibility for persons with disabilities, including but not limited to Colorado House Bill 21-1110, for the length of the Agreement and all extensions.

2.4. **Invoicing.** The District utilizes an online vendor portal to collect, validate, and manage vendor information, including but not limited to tax ID verification, sanction monitoring, receipt of W9 and other required forms. Prior to the issuance of a purchase order or payment, the Contractor will be required to complete the online registration process through the online vendor portal, which shall include the Contractor providing all required documentation, and receiving approval of the submission of all documentation, including but not limited to, TIN and bank account verification.

- 2.4.1. Contractor will provide invoices for the Services at the rate specified in B. Invoices for Services provided shall be submitted directly to the District's accounts payable department within thirty (30) days of completion of Services. Invoices for such Services shall include (a) date on which Services were provided, (b) the District Location for which the Service were provided, (c) details of Products delivered, (d) and if issues, a purchase order number.
- 2.4.2. 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.
- 2.4.3. Invoices which do not conform with the agreement will be paid thirty (30) days from receipt of a revised and corrected invoice.

- 2.4.4. 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.
- 2.4.5. Invoices shall be sent to ap@psdschools.org.
- 2.4.6. The District is exempt from federal and state taxes under Colorado Tax Exempt Number 98-03335.
- 2.4.7. If the contract results in the right to use an asset, the Contractor shall provide the District, if requested, documentation necessary to facilitate the District's compliance with the Governmental Accounting Standards Board ("GASB") issued GASB Statement No. 87, Leases.

2.5. 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.

2.6. 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.

2.7. 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.

2.8. 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 3.4 below.

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

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

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

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

4. **Ownership of Confidential Student Records, Information.** All confidential student records and information shall remain the exclusive property of the District and all rights, title and interest in the confidential student records and information, including but not limited to intellectual property rights in the confidential student records and information, belong to and are retained solely by the District. The District hereby grants to the Contractor a limited,

nonexclusive license to access, view, collect, generate and use confidential student records and information solely for the purpose of performing its obligations under this Agreement.

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

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

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

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

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

6.2. Contractor may to the extent necessary to perform its obligations under the Contract disclose confidential student records and information to subcontractors as identified in Exhibit A ("Subcontractors") pursuant to written subcontracts specifying the purpose of the disclosure and providing that: (a) Subcontractors shall not disclose confidential student records and information, in whole or in part, to any other party; (b) Subcontractors shall not use any confidential student records or information to advertise or market to students or their parents/guardians; (c) Subcontractors shall access, view, collect, generate and use confidential student records and information only to the extent necessary to assist Contractor in performing

its obligations under the Agreement; and (d) at the conclusion of their work under their subcontracts Subcontractors shall, as directed by the District through the Contractor, either securely destroy all confidential student records and information in their possession, custody or control, or return such confidential student records and information to the District.

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

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

7. **School Service Contract Provider.** 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.

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

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

Securly, Inc.
Attn: Brian Tvenstrup
Dept LA 24957
Pasadena, CA 91185-4957
Email: briantvenstrup@eduspairesolutions.org

11. **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 11 shall not reduce the indemnification liability that Contractor has assumed in section 12.

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.

12. **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.

13. **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.

14. **General Provisions.**

14.1. **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.

14.2. **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.

14.3. **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.

14.4. **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.

14.5. **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.

14.6. **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.

14.7. **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.

14.8. **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.

14.9. **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.

14.10. **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.

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

14.12. **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.

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

14.14. **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.

14.15. **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.

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

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

SECURLY, INC.

POUDRE SCHOOL DISTRICT R-1

By: _____

Brian Tvenstrup
President

By: _____

R. David Montoya
Chief Finance Officer

By: _____

Traci Gile Ph.D.
Assistant Superintendent of Schools

Exhibit A

Product Offerings – 2023-24 School Year



e-hallpass – Digital Hallpass Solution with
with social distancing tools

\$3.25 per student user



FlexTime Manager -

\$6.00 per student user

Scheduling software for
Seamless scheduling of personal
Learning time, intervention,
Tutorials, and enrichment activities

10% district discount after 3000 users



Simplify hall passes and strengthen campus safety



Traditional hall pass systems may have worked for years, but they fall short when it comes to meeting the needs of a modern school. If you need to account for students during a lockdown, for example, an outdated hall pass process will make it more difficult than it needs to be.

Or maybe you want to limit vaping and vandalism, or hold students accountable for missing instructional time. Either way, manual hall pass processes provide no way to combat or even collect data about these issues. You could try to add some type of tracking to your paper or other analog hall pass process, but this just creates more paper to keep track of and more work for teachers and staff.

With e-hallpass, an electronic hall pass system designed for K-12 schools, administrators and teachers finally have an easier way to issue and track hall passes. e-hallpass helps admins and teachers track how many passes are in use and by whom to improve student accountability and shore up safety concerns. With e-hallpass, you can:

- Know what students are using hall passes, and who's in the hall at any given time
- Identify where students are by building or room in an emergency situation
- Limit passes by student or location to minimize misuse
- Streamline appointment scheduling for teachers
- Regain control over hall pass usage to increase instructional time

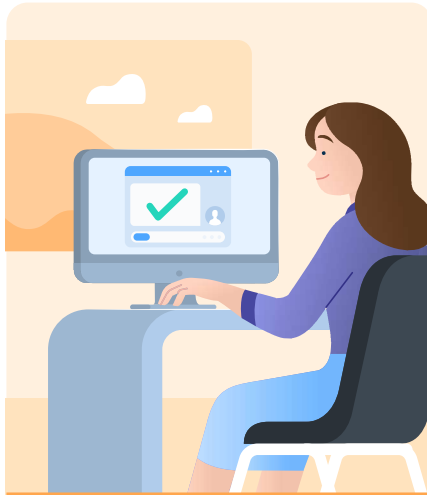
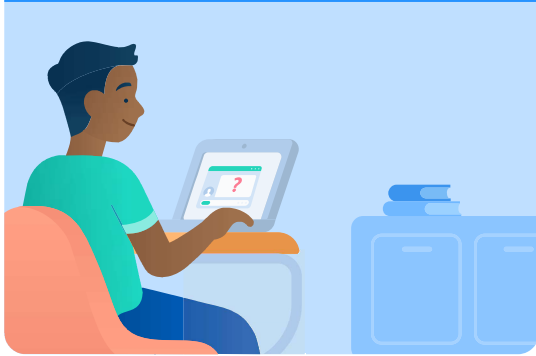
"e-hallpass is a product that I honestly don't know how we would function without. With countless decisions to make throughout the day, e-hallpass provides tools that allow our teachers and admin team to monitor our building effectively, increase our safety, have accurate data for decision-making, and have our pulse on movement throughout the building at a moment's notice."

Stacie Kegley

Instructional Coach, Ballyshannon Middle School

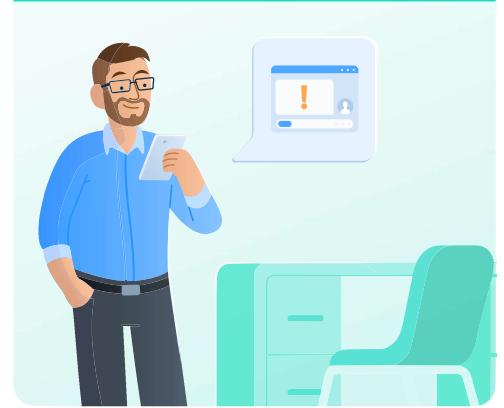
How e-hallpass works

Students request a hall pass from a teacher from their school device, or their own device. e-hallpass automatically checks to see if the student has a pass limit, the requested destination is closed or full, or if there's another student in the halls that student isn't supposed to be in contact with.



Teachers can approve or deny passes in seconds, without disrupting their lesson.

School administrators can pull custom reports for pass takers, pass granters, and more to immediately know what students are going where, and how frequently.



Student View

Departing From:

John Teacher

Edit

TEST TEACHER KAY ADMIN JOHN TEACHER TEACHER KEFFER

ADD FAVORITE TEACHER/ROOM

Destination:

Restroom 2nd floor

Edit

RESTROOM 2ND FLOOR LOCKER MAIN OFFICE STAFF KEFFER HUB/LIBRARY

Submit

Students request passes by indicating where they're departing from and their destination

Teacher View

The screenshot shows the Teacher View dashboard. At the top, there are navigation tabs for 'My Passes', 'All Passes', and 'Today's Appointments'. A 'Pause Dashboard' button is visible. Below the navigation, there are filter buttons for 'Active', 'Both', and 'Ended'. A filters section includes checkboxes for 'Waiting Approval', 'OS+Min', 'System Ended', 'Extended Passes', and 'Edited'. A 'Basic View' toggle is set to 'On'. The main table displays pass information with columns for Student, Out time, In time, Total, Type, and Status/Comments. Two rows are highlighted: one for 'Kaitlin Student1' with a 'WAITING APPROVAL' status and 'Main Office' location, and another for 'Beckett Student5' with an 'ACTIVE' status and 'Nurse' location. The 'ACTIVE' row shows a timestamp of '10:57 AM' and a 'RETURNING' button.

Student	Out time	In time	Total	Type	Status/Comments
WAITING APPROVAL Kaitlin Student1 has 0 passes today	Ayla Last Name	Main Office		STU	1 Pick up lunch.
ACTIVE Beckett Student5 has 2 passes today	Julie's Demo School Simulate 10:56 AM	Nurse 10:57 AM Julie's Dem.		Nurse Julie's Demo School Simulate	TCH

Passes that are **Waiting Approval** can be approved or denied by the teacher

Passes that are **Active** will show their time stamp information on the teacher dashboard

Benefits

- Improve campus safety by knowing who is out of class and where they're going
- Better investigate bullying and vandalism by knowing which students were out of class during a specific time period
- Maximize instructional time by reducing unnecessary hall pass usage and class interruptions
- Know which students are out of class and where they are in emergency situations
- Keep students accountable for their hall pass usage and reduce vandalism, mischief, and vaping
- Simplify record-keeping for teachers, front desk staff, and administrators

Features

Student Pass Limits

- Give all students a daily pass limit, set different limits per grade level, or restrict individual students for disciplinary reasons.
- Prevent specific students or groups of students from being out of class at the same time.

Location Pass Limits

- Prevent students from going to rooms that are full, or when teachers or resources are unavailable.

Live Dashboard

- Know who's out of class with an automatically updating dashboard.
- Identify students who are out of class for extended periods.

Appointment Passes

- Make it easier for teachers to schedule student appointments.
- Schedule a pass for any student from any device, request a pass for any teacher (requires teacher approval), and receive notifications prior to scheduled appointments.

Pass Kiosk

- Provide pass request and check-in access to students without school or personal devices.

Custom Reports

- Generate reports about who is requesting and granting passes to better understand use and misuse.

Auto Pass

- Allow students to check themselves in and out of the classroom without disruption.

Proxy Pass

- Give teachers the ability to create their own passes when students don't have a device.

*e-hallpass tracks when passes are granted to students, what locations they say they're going to, and when they arrive (the same amount of data a school would gather with paper hall pass tracking). It **does not** use device-based location data or any other location-tracking software or hardware.*

Manage student movement on your campus the easy way

With e-hallpass, you can improve student accountability, increase safety, and maximize instructional time.

Ready to see the power of e-hallpass for yourself? Request a personalized demo today.

[Request a demo](#)



✉ sales@securly.com

☎ 1-855-SECURLY

🌐 www.securly.com

©2023. Logos and trademarks are the property of their respective companies. All rights reserved.



Streamline flex periods for teachers and students



Flex periods can help students gain more instructional time during the school day and create opportunities for personalized learning. For today's busy teachers, though, there are barely enough hours in the day to support students' basic academic requirements, let alone create and manage flex period offerings.

While many schools see the value in offering flex periods to their students, implementing them can be a logistical nightmare. Most SIS systems can't provide the scheduling flexibility needed, making it too hard for schools to incorporate flex periods to the degree that they'd like.

Securly Flex is a scheduling tool designed specifically to solve these problems. With Securly Flex, every aspect of flex period implementation—including agenda notifications, capacity management, rostering, and more—is made so much easier. Teachers can easily customize flex period offerings, and students gain voice and choice in their education. With Securly Flex, you can:

- Combat learning loss by providing more opportunities for individualized support
- Give students time to develop their unique talents with personalized learning
- Support social and emotional development with more relaxing offerings, mindfulness activities, or counselor availability
- Prepare students for college and careers by providing opportunities to manage time and develop independence

"Securly Flex has helped us achieve one of our key goals as a school: to make a big school feel small by building positive relationships among teachers and students, and students with their peers. Securly Flex has been a very useful tool to schedule academic enrichment and remediation, as well as a variety of extracurricular and co-curricular clubs."

Ross Wason

Assistant Principal, Liberty Middle School

How Securly Flex works

Teachers offer activities for students to enroll in for each flex period. Enrollment can be open or rosters can be used to require students to attend mandatory activities (like remediation).



Students choose what activity they want to go to during their flex period (or are assigned to a mandatory activity).

Securly Flex helps you handle the rest, so teachers can focus on teaching and students can focus on learning.

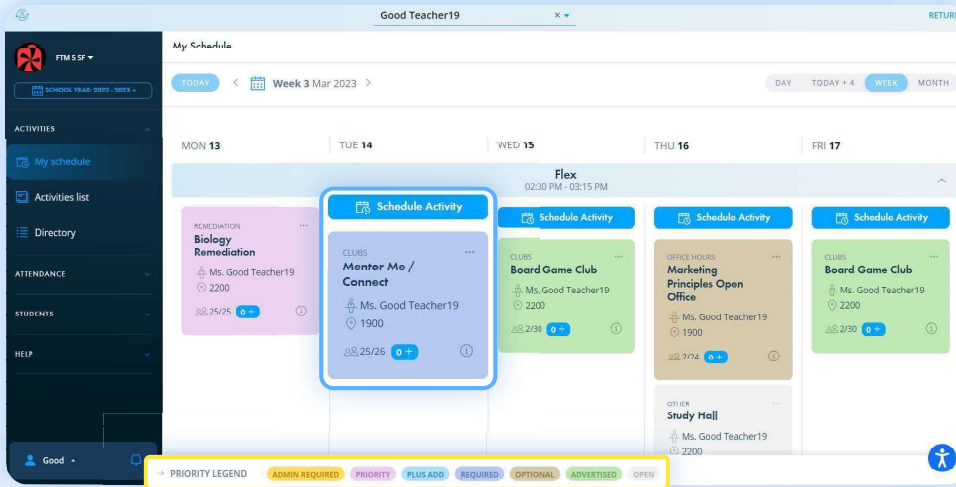


Student View

A screenshot of the Securly Flex Student View interface. The user is logged in as 'Debra Student19'. The interface shows a calendar for 'Week 3 Mar 2023' with tabs for 'DAY', 'TODAY + 4', 'WEEK', and 'MONTH'. The main view is a grid of activity cards for the 'Flex' period (02:30 PM - 03:15 PM) on 'FRI 17'. The cards include: 'Catchall' (Cafeteria, 681/1000), 'Mentor Me / Connect' (Ms. Good Teacher19, 1900, 25/26), 'Board Game Club' (Ms. Good Teacher19, 2200, 3/30) - highlighted with a green box and a 'Join activity' button, 'Study Hall' (Ms. Good Teacher19, 2200, 3/25) - highlighted with a blue box and a 'Join activity' button, 'Marketing Principles Open Office' (Ms. Good Teacher19, 1900, 1/24), 'Walk Club' (Ms. Sara Teacher28LN, 2800, 1/50) - highlighted with a blue box and a 'Join activity' button, and another 'Board Game Club' (Ms. Good Teacher19, 2200, 2/30) - highlighted with a green box. A 'PRIORITY LEGEND' is at the bottom, showing categories like ADMIN REQUIRED, PRIORITY, PLUS ADD, REQUIRED, OPTIONAL, ADVERTISED, and OPEN.

Students select flex period activities from offerings that teachers set up.

Teacher View

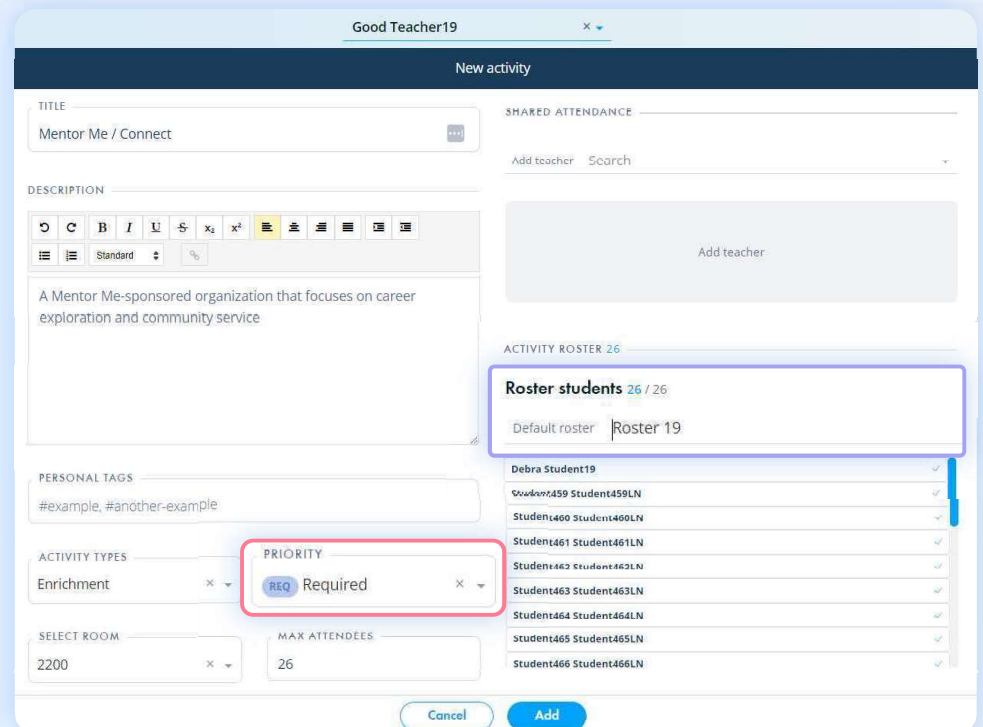


Teachers set up activities for each flex period.

Activities can be given priorities that determine if they are mandatory for students to attend.

Teachers can set the priority, location, maximum attendees, and other relevant information.

Activities that are mandatory or only offered to certain students can have rosters uploaded for them.



Benefits

- Provide students with individualized support to help them stay on track academically
- Give students opportunities to develop independence and explore subjects and activities that interest them
- Improve student engagement and school culture by providing an alternative to traditional rigid schedules
- Reduce administrative workloads and eliminate complex attendance tracking workarounds

Features

Flex Period Customization

- Offer multiple activities during the same flex period (each with different capacity and enrollment options).

Open or Rostered Enrollment

- Leave enrollment open or require students to attend certain periods, like academic remediation or other mandatory activities.

Student App

- Simplify flex period sign-up for students with a convenient mobile app.

Attendance

- Attendance data can be imported and exported for reporting and updating your SIS.

Restriction Rules

- Create student-level rules to restrict access to certain periods.

Student Search

- Quickly locate a student if needed.

Get the most out of your school schedule

With Securly Flex, you can give students agency in their learning — while keeping scheduling easy for teachers.

Ready to see the power of Securly Flex for yourself? Request a personalized demo today.

[Request a demo](#)



✉ sales@securly.com

☎ 1-855-SECURLY

🌐 www.securly.com

©2023. Logos and trademarks are the property of their respective companies. All rights reserved.

Eduspire Solutions Contract Information

DESCRIPTION OF PRODUCTS AND SERVICES

Eduspire Solutions provides cloud-base software and/or related IT services to support its cloud-based educational software products. The main products include e-hallpass, a digital, cloud-based system for hall pass management, and FlexTimeManager a digital, cloud-based scheduling software platform for flexible and customizable student activity periods. This product list is not exhaustive and other software projects may be added or included in the future.

Eduspire Solutions additional IT services may include programming, testing, database administration, network and infrastructure support, IT project management, data collection & analytics, software implementation and customer support, or other related services to operate and/or improve their software through the development, provision, and maintenance of its software-as-a-service offerings.

STUDENT DATA COLLECTED

<u>Data Collected</u>	<u>General Purpose</u>	<u>Additional Comments</u>
ClassLink student data	If District chooses to provision and/or authenticate users via ClassLink, all relevant student data shared by the district through Clever based on its rules will be received	Optional
Clever student data	If District chooses to provision and/or authenticate users via Clever, all relevant student data shared by the district through Clever based on its rules will be received	Optional
Login Metadata (IP address, OS and browser version & date/time)	Troubleshooting and general system administration as well as research to improve user experience over time	Not permanently stored, kept in log files for rolling 30 days
School name	Required to provide system functionality	
School contact information (address & phone number)	Required to provide system functionality	
Student attendance data (internally generated)	Student attendance can optionally be taken for flex periods registered in FlexTime Manager	Optional
Student attendance data (SIS provided)	Provides in-software indication if a student is already registered as absent for that day	Optional
Student building assignment	Ensures student profiles are associated with the correct building in the case of multi-building installations	Optional but required if dealing with a multi-building installation
Student email address	To allow program reminders and notices to be sent directly to students; also serves as a unique identifier for students in most systems	Optional
Student id	Internally generated id for internal system use only	
Student ID number (school or district provided)	Can be taken from any other system such as SIS, potentially used to cross-reference	Optional

	other files such as attendance files, student photos, etc.	
Student name (first and last)	Required to provide product functionality	
Student hall pass history	Required to provide functionality in e-hallpass	
Student registration data (flex periods only)	Required to provide functionality in FlexTime Manager	
Student phone number	Admins and users may opt to allow text message reminders to be sent; users must provide their numbers individually if this functionality is desired	Optional
Student photo	To allow student photos to be displayed in software with student profile	Optional
Student year of graduation	Software provides optional functionality by student grade year such as pass limits by grade, flex periods by grade, etc.	Optional
Teacher/admin/staff name (first & last)	Required to provide system functionality	
Teacher/admin/staff email address	Required to provide system functionality	
Teacher/admin/staff phone number	Admins and users may opt to allow text message reminders to be sent; users must provide their numbers individually if this functionality is desired	Optional
User password	Required if school or district chooses to have manual users not authenticated via any third party providers	Optional
User role	Designates each user as having the role of student, teacher, admin, or staff to ensure proper system functionality for that user	
User status	Designates users as active or to be archived to ensure proper system access for that user	

THIRD PARTIES WITH ACCESS TO STUDENT DATA

<u>Vendor</u>	<u>URL</u>	<u>Description of Use</u>
Amazon Web Services	aws.amazon.com	All cloud-based database and software hosting (no on-premise data storage anywhere)
ClassLink	www.classlink.com	User provisioning and/or authentication (optional, based on school or district selection)
Clever	www.clever.com	User provisioning and/or authentication (optional, based on school or district selection)
Google Suite for Education	edu.google.com	User authentication (optional, based on school or district selection)
Microsoft Office 365	https://www.microsoft.com/en-us/education/products/office	User authentication (optional, based on school or district selection)
Datadog	www.datadoghq.com	System performance monitoring and application logs analysis

Exhibit B



Poudre School District

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




Eduspire_Securly - First Amendment - 2024-2025 - Agreement - Final

Final Audit Report

2024-05-16

Created:	2024-05-15
By:	Becky Hall (rehall@psdschools.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAuM8PxwvKV2owcsw7ZUoN_aktkom0rQbB

"Eduspire_Securly - First Amendment - 2024-2025 - Agreement - Final" History

-  Document created by Becky Hall (rehall@psdschools.org)
2024-05-15 - 8:33:47 PM GMT- IP address: 164.104.6.43
-  Document emailed to jonathan.dilley@securly.com for signature
2024-05-15 - 8:34:37 PM GMT
-  Email viewed by jonathan.dilley@securly.com
2024-05-15 - 8:34:43 PM GMT- IP address: 74.125.215.129
-  Signer jonathan.dilley@securly.com entered name at signing as Adam Slechta
2024-05-16 - 3:29:34 PM GMT- IP address: 71.65.151.188
-  Document e-signed by Adam Slechta (jonathan.dilley@securly.com)
Signature Date: 2024-05-16 - 3:29:36 PM GMT - Time Source: server- IP address: 71.65.151.188
-  Agreement completed.
2024-05-16 - 3:29:36 PM GMT









Eduspire_Securly - First Amendment - 2024-2025 - Agreement - Final - Vendor Signed

Final Audit Report

2024-05-17

Created:	2024-05-16
By:	Becky Hall (rehall@psdschools.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAG1vzhu4H_WlgGGLpky577lo0Ikfh2B9Q

"Eduspire_Securly - First Amendment - 2024-2025 - Agreement - Final - Vendor Signed" History

-  Document created by Becky Hall (rehall@psdschools.org)
2024-05-16 - 3:40:24 PM GMT- IP address: 164.104.6.43
-  Document emailed to Traci Gile (tgile@psdschools.org) for signature
2024-05-16 - 3:41:44 PM GMT
-  Email viewed by Traci Gile (tgile@psdschools.org)
2024-05-17 - 2:58:36 AM GMT- IP address: 172.226.137.11
-  Document e-signed by Traci Gile (tgile@psdschools.org)
Signature Date: 2024-05-17 - 6:24:39 PM GMT - Time Source: server- IP address: 164.104.6.199
-  Document emailed to Dave Montoya (davem@psdschools.org) for signature
2024-05-17 - 6:24:43 PM GMT
-  Email viewed by Dave Montoya (davem@psdschools.org)
2024-05-17 - 8:23:50 PM GMT- IP address: 164.104.6.197
-  Document e-signed by Dave Montoya (davem@psdschools.org)
Signature Date: 2024-05-17 - 8:51:51 PM GMT - Time Source: server- IP address: 164.104.6.197
-  Agreement completed.
2024-05-17 - 8:51:51 PM GMT