SOFTWARE SERVICES AGREEMENT
BETWEEN BUSINESS U, LLC
AND POUDRE SCHOOL DISTRICT R-1

This Software Services Agreement ("Agreement") is entered into this 24th day of January, 2025, by and between Poudre School District R-1 (the "District") and Business U (the "Contractor"). The District and the Contractor are collectively referenced herein as the "parties." In consideration of the mutual covenants and promises contained in this Agreement, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Term of Agreement.

1.1. This Agreement shall commence on January 31, 2025 and continue through and including January 30, 2026. The Agreement, at the option of the District, may be extended for up to four (4) additional one-year terms, upon a written mutually agreed upon amendment 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.

The Contractor shall make its software available for use in the District, in accordance with the scope of work set forth in the attached Exhibit A (hereinafter the "Services").

2.1. The pricing for all Services under this Agreement shall not exceed that as set forth in the attached Exhibit B, due and payable thirty (30) days from receipt of Contractor's invoice.

    2.1.1. Additional Services purchases shall not exceed the pricing outlined in Exhibit B.

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

2.3.   Fulfillment of Services under the terms and conditions set forth in this Agreement shall be exclusively through the issuance of a District purchase order for purchases greater than $5,000. Purchases less than $5,000 may be purchased with individual school pcards.

2.4.   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.

2.5.   **Invoicing.** The District utilizes an online vendor portal to collect, validate, and manage vendor information, including but not limited to tax identification 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, taxpayer identification number and bank account verification.

2.5.1   Contractor will provide invoices for the Services at the rate specified in 2.1. 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.

2.5.2   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.

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

2.5.4   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.

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

2.5.6 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.

2.5.7 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.

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

2.7. The District shall access and use the Services solely for non-commercial instructional and administrative purposes within the District. Further, the District shall not, except as expressly authorized or directed by the Contractor: (a) copy, modify, translate, distribute, disclose or create derivative works based on the contents of, or sell, the Services, or any part thereof; (b) decompile, disassemble or otherwise reverse engineer Services or otherwise use the Services to develop functionally similar products or services; (c) modify, alter or delete any of the copyright, trademark, or other proprietary notices in or on the Services; (d) rent, lease or lend the Services or use the Services for the benefit of any third party; (e) avoid, circumvent or disable any security or digital rights management device, procedure, protocol or mechanism in the Services; or (f) permit any authorized user or third party to do any of the foregoing. The District also agrees that any works created in violation of this section are derivative works, and, as such, the District agrees to assign, and hereby assigns, all right, title and interest therein to the Contractor.

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

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

3. **Definitions.**

3.1.   As used in this Agreement, "personally identifiable information" is defined as information (including metadata) that, alone or in combination, is linked or linkable to a specific student so as to allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty. Personally identifiable information includes but is not limited to: (a) the student's name; (b) the name of the student's parent or other family members; (c) the address or phone number of the student or student's family; (d) personal identifiers such as the student's social security number, student number or biometric record; and (e) indirect identifiers such as the student's date of birth, place of birth or mother's maiden name.

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

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

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

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

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

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

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

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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. **Accessibility Standards for Individuals with a Disabilty.** The Contractor shall comply with the Services provided under this agreement, Exhibit C, and shall be in compliance with all

applicable provisions of §§24-85-101, *et seq.,* C.R.S., and the *Accessibility Standards for Individuals with a Disability*

as established by the State of Colorado's Governor's Office of Information Technology pursuant to Section §24-85-103 (2.5), C.R.S. The Contractor shall also comply with all State of Colorado technology standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards.

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 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. **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.

10. **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.

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

10.2 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.

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

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

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

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

Poudre School District R-1	Business U, LLC
Attn: Contract Administrator	Attn: Michaela Kennedy
2407 LaPorte Avenue	1005 University Drive E
Fort Collins, CO 80521	College Station, TX 77840
E-mail: contracts@psdschools.org	Email: mkennedy@businessu.org

12. **Insurance.** .

    12.1 Add Exhibit D with Poudre School District's Insurance Requirements, hereby attached to this Agreement and made part of this Agreement.

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

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

15. **General Provisions.**

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

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

    15.3   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 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 is intentionally left blank.

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

BUSINESS U, LLC   POUDRE SCHOOL DISTRICT

_____
Michael Lewis
President

Dave Montoya (Mar 5, 2025 13:46 MST)
_____
R. David Montoya
Chief Finance Officer/
Chief Operations Officer

_____
Julie Chaplain, PhD
Assistant Superintendent

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.*

   BusinessU provides web-based high school business courses.

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.*

   We collect an email address, first, and last name from teachers in order to facilitate authentication. We do not require personal information from students, but optionally allow teachers (or third-party LMS integrations) to provide us with a first name, last name, and email address for students.

Student	Teacher	Admin	Meta Data
First Name	First Name		
Last Name	Last Name		
Email Address	Email Address		

3. What is the purpose of collecting student data?

We do not require personal information from students, but optionally allow teachers (or third-party LMS integrations) to provide us with a first name, last name, and email address for students.

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.*

None.

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

6. Please provide:
   - Current quote (if available)

   - Tiered pricing for future purchases

   - Name and email for contract notices
   Michael Lewis - sales@businessu.org

   - Name and title of person who will sign the contract
   Michael Lewis - President

   - Does the system allow integration for rostering?

      ☑ Yes ☐ No

   If the above answer is yes, how is it completed?
   Rostering is completed through your LMS (Google Classroom, Clever, Canvas, MS Teams, or Schoology).

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

From:	Liz Brown Evans <liz@businessu.org>
Sent:	Thursday, January 9, 2025 10:01 PM
To:	Hall, Becky - SSC
Cc:	Michaela Kennedy
Subject:	Re: Pricing for 2025

Hey Becky, to confirm, I just sent info earlier this evening to Kristina Brown (Admittedly it was a few days delayed, so I'm assuming that's why you followed up - my sincere apologies that you had to do that!! We do not make a habit of making you wait on us to respond :)

Here's what I sent her:

To clarify, are you all looking to possibly purchase for multiple schools or would schools be purchasing on their own?
If the former, I'm happy to send actual quote scenarios.

Below is our general pricing summary. To note, we offer bundling discounts, multi-school discounts, as well as multi-year licenses that come with a discount.

- The Courseware Suite license is $2,895/site/year and includes one teacher license and as many student IDs as you need. Training and on-going support are also included. Courses in the license include: Marketing & Social Media Marketing, Intro to Business, Entrepreneurship, Personal Finance, Management, Business Law, Finance, Economics, the Pitch Deck Series, and all the Bellringer episodes.
- The cost is $495/additional teacher on the site license.
- The MOS Office Cert Prep Suite is an $2,295/site/year. This covers Learn and Practice prep for the Certiport MOS Certification.
- The Accounting Course is $1,595/site/year.

BusinessU also recently merged with Stukent to offer our teachers Simulations and Certifications - I'm including pricing for those as well, below.
- The Simulation Suite license is $2,895/site/year. Simulations in that license include: Marketing, Social Media Marketing, Sports Marketing, Digital Marketing, Sales, Accounting, Personal Finance, Business Finance, Human Resources, Career Readiness, Supply Chain Management, Public Speaking, and Entrepreneurship
- Certifications are an additional cost, priced per school.

Lmk what questions you have, and feel free to call me directly on my cell. 423.366.6333

Liz Brown Evans

VP Sales | BusinessU
C: 423.366.6333

Business U

On Jan 8, 2025, at 2:12 PM, Michaela Kennedy <mkennedy@businessu.org> wrote:

Hey Becky, Happy New Year! :) I am looping in my teammate Liz who can help here. Hope you have a great day!

Thanks, Michaela

On Wed, Jan 8, 2025 at 2:05 PM Hall, Becky - SSC <rehall@psdschools.org> wrote:

Hello Michaela,

Happy New Year! Will you please email me a pricing sheet? I have an Agreement that is ready to send out for signature but, is missing the pricing. Please do not hesitate to contact me if you have any questions.

Thank you!

Kindest regards,

<image001.png>

Becky Hall

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Exhibit C

BusinessU Accessibility Conformance Report

WCAG Edition

(Based on VPAT® Version 2.4)

Name of Product/Version: BusinessU

Report Date: 05 / 15 / 2023

Product Description: High school business courses delivered through a browser-based LMS.

Contact Information: Michael Lewis (michael@businessu.org)

Applicable Standards/Guidelines

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

Standard/Guideline	Included In Report
Web Content Accessibility Guidelines 2.0	Level A (Yes)
	Level AA (Yes)
	Level AAA (No)
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.x Report

Note: When reporting on conformance with the WCAG 2.x Success Criteria, they are scoped for full pages, complete processes, and accessibility-supported ways of using technology as documented in the WCAG 2.0 Conformance Requirements.

Table 1: Success Criteria, Level A

Notes:

Criteria	Conformance Level	Remarks and Explanations
1.1.1 Non-text Content (Level A)	Supports	All images inside the platform have relevant alternative text to describe their content. All images inside the curriculum are either described in the lesson text immediately following the image, or have alternative text where they are not described in the lesson text, but are still relevant.
1.2.1 Audio-only and Video-only (Prerecorded) (Level A)	N/A	Our platform does not have audio-only, or video-only content. All content is both audio and video.
1.2.2 Captions (Prerecorded) (Level A)	Supports	All video-and-audio content includes captions that can be enabled by students and teachers.
1.2.3 Audio Description or Media Alternative (Prerecorded) (Level A)	N/A	All curriculum videos are a media alternative for text, and the full content of the lesson is available through the lesson text.
1.3.1 Info and Relationships (Level A)	Supports	Our platform uses a simple application structure, with all relevant parts of the page labeled with the appropriate ARIA tags.
1.3.2 Meaningful Sequence (Level A)	Supports	Outlines, lesson content, assignments, and all other curriculum elements are delivered in a sequential presentation to screen readers and other assistive technology.
1.3.3 Sensory Characteristics (Level A)	Supports	Our platform utilizes the appropriate ARIA tags to communicate attributes that would otherwise only be denoted through shape, size, visual location, etc.
1.4.1 Use of Color (Level A)	Supports	Our platform utilizes the appropriate ARIA tags to communicate attributes that would otherwise only be denoted through shape, size, visual location, etc. An example of this is our modal dialogs, where we denote the primary action of the dialog differently from the close, or cancel, action.

Criteria	Conformance Level	Remarks and Explanations
1.4.2 Audio Control (Level A)	N/A	Our platform does not automatically start playing audio when viewing a webpage. All audio / video playback is user-initiated.
2.1.1 Keyboard (Level A)	Supports	Our platform conforms with the appropriate web standards to support navigation via keyboard. We also implement additional "hotkeys" or keyboard shortcuts to assist with quicker navigation.
2.1.2 No Keyboard Trap (Level A)	Supports	Our platform conforms with the appropriate web standards to support navigation via keyboard. We have no instances of keyboard traps inside our platform.
2.1.4 Character Key Shortcuts (Level A 2.1 only)	N/A	While our platform does support keyboard shortcuts, all keyboard shortcuts require using a modifier key of some sort before they are activated.
2.2.1 Timing Adjustable (Level A)	Supports	Teachers are allowed to configure time limits for all assignments for individual students. No assignments have a time-limit by default. There are no other examples of time limits inside our platform.
2.2.2 Pause, Stop, Hide (Level A)	N/A	Our platform does not contain automatically-moving, blinking, scrolling, or auto-updating information.
2.3.1 Three Flashes or Below Threshold (Level A)	Supports	Our platform does not contain any flashing content, and the rendering of our platform does not create any content flashes.
2.4.1 Bypass Blocks (Level A)	Supports	Users can use keyboard-based navigation to quickly bypass blocks of content visible on multiple pages (which is limited to short header bars).
2.4.2 Page Titled (Level A)	Supports	All platform pages are appropriately titled, and all pages update as the user navigates throughout the platform.
2.4.3 Focus Order (Level A)	Supports	Our platform conforms with the appropriate web standards to support navigation via keyboard, and we have configured our tab indexes to be appropriate for tab-based keyboard navigation.

Criteria	Conformance Level	Remarks and Explanations
2.4.4 Link Purpose (In Context) (Level A)	Supports	All links are labeled with their action appropriately. All buttons have an appropriate label inside their body content, or are labeled using the appropriate ARIA tags.
2.5.1 Pointer Gestures (Level A 2.1 only)	Supports	The only instances of pointer-based gestures inside our platform are drag / drop interactions, and those are built to support the appropriate accessibility technologies for keyboard-based navigation.
2.5.2 Pointer Cancellation (Level A 2.1 only)	Supports	All pointer-based events are cancelable using the keyboard.
2.5.3 Label in Name (Level A 2.1 only)	Supports	All buttons have an appropriate label inside their body content, or are labeled using the appropriate ARIA tags where no body content is visible.
2.5.4 Motion Actuation (Level A 2.1 only)	N/A	Our platform does not contain any motion-operated functionality.
3.1.1 Language of Page (Level A)	Supports	Our platform presents all content in English, by default, and is labeled as such programmatically.
3.2.1 On Focus (Level A)	Supports	Our interface components behave in standard ways, and do not cause changes to the interface whenever focused.
3.2.2 On Input (Level A)	Supports	Our interface components behave in standard ways, and do not cause changes to the interface whenever updated.
3.3.1 Error Identification (Level A)	Supports	Our platform denotes input errors through color, the appropriate ARIA tags, and text containing a specific error message.
3.3.2 Labels or Instructions (Level A)	Supports	All input fields have an appropriate label displayed on the page, or provided through ARIA labels when an on-page label is not present.
4.1.1 Parsing (Level A)	Supports	Our platform conforms with proper HTML standards in order to present content in an appropriate manner.
4.1.2 Name, Role, Value (Level A)	Supports	All user interfaces contain the appropriate ARIA-based tags to denote their purpose and functionality.

Table 2: Success Criteria, Level AA

Notes:

Criteria	Conformance Level	Remarks and Explanations
1.2.4 Captions (Live) (Level AA)	N/A	Our platform does not contain live content. All content in our platform is pre-recorded.
1.2.5 Audio Description (Prerecorded) (Level AA)	Supports	Our platform curriculum is both audio-and-video based, so all videos are automatically accompanied with audio describing the contents of the video.
1.3.4 Orientation (Level AA 2.1 only)	Supports	As long as the user's screen is large enough, our application does not restrict functionality based on their screen's orientation.
1.3.5 Identify Input Purpose (Level AA 2.1 only)	Supports	Our product implements all input fields with support for ARIA capabilities to denote their purpose, desired input, and additional functionality.
1.4.3 Contrast (Minimum) (Level AA)	Supports	All colors and text on the platform are compliant with WCAG contrast ratios.
1.4.4 Resize text (Level AA)	Supports	Users can resize all text and elements of our platform with the support of their browser's built-in zoom functionality.
1.4.5 Images of Text (Level AA)	Supports	Where possible, text is used to convey information instead of images. In some cases, it is only possible to convey structural information (particularly in our Accounting course) inside an image. In those cases, the contents and layout of the image are described in the lesson text itself (and through alternate text tags where the lesson text does not sufficiently describe the image).
1.4.10 Reflow (Level AA 2.1 only)	Supports	For the screens our platform is designed for (used in a classroom context), all content in our platform fits comfortably within those resolutions without horizontal scrolling in a vertical context, and vice versa.
1.4.11 Non-text Contrast (Level AA 2.1 only)	Supports	Our platform colors and theme colors were chosen explicitly to be able to work with one another in a way that maintains required contrast ratios.

Criteria	Conformance Level	Remarks and Explanations
1.4.12 Text Spacing (Level AA 2.1 only)	Supports	Our platform displays course content in a larger font and with increased spacing by default in order to provide an easier reading experience for students and teachers.
1.4.13 Content on Hover or Focus (Level AA 2.1 only)	Supports	All hover-based elements are implemented using the appropriate WCAG standards and are dismissable / hoverable / persistent through interaction with the keyboard and mouse.
2.4.5 Multiple Ways (Level AA)	Supports	Most content in our platform is accessible through several different routes. An example of this is assignments, which are accessible through the student's gradebook, their TODO list, and their course outline view.
2.4.6 Headings and Labels (Level AA)	Supports	All headings and labels inside our platform comply with the appropriate web standards / best practices in order to convey proper meaning.
2.4.7 Focus Visible (Level AA)	Supports	Focusable content has a visual focused state, to indicate to the user where they are currently focused. These focus indicators comply with ARIA guidelines.
3.1.2 Language of Parts (Level AA)	Supports	All content is displayed in English by default, but content displayed in other languages is properly denoted programmatically inside our platform.
3.2.3 Consistent Navigation (Level AA)	Supports	Our platform contains several core elements consistently present on each page, and therefore navigation remains consistent as the same elements are present on each page. Modals, dropdown menus, etc, all use standard components, so all operate in the same way, and are compliant with accessibility recommendations.
3.2.4 Consistent Identification (Level AA)	Supports	Our platform uses a standard set of components, and therefore when several instances of the same component are used, they are consistently identified across pages.
3.3.3 Error Suggestion (Level AA)	Supports	In basic validation cases, suggestions are supplied to users when an error occurs in an input form. In the

Criteria	Conformance Level	Remarks and Explanations
		context of an assignment, suggestions are not offered as that would potentially reveal the correct assignment answers to students.
3.3.4 Error Prevention (Legal, Financial, Data) (Level AA)	Supports	Our platform does not contain any web pages that cause legal commitments or financial transactions. In the context of assignments, our platform automatically checks if the student has completed the assignment and displays a message to them asking if they would like to confirm their submission. We show an indicator to the students that their assignment was successfully submitted. We do not allow the student to unsubmit their assignment, as that would interfere with the learning process.
4.1.3 Status Messages (Level AA 2.1 only)	Supports	All status messages in our platform use the recommended ARIA labels to denote their meaning programmatically, rather than solely through colors.

Exhibit D

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 Exhibit D shall not reduce the indemnification liability that Provider has assumed in section 13.

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

Commercial General Liability

Minimum Limits

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

Technology Errors & Omissions and Network Security & Privacy

Minimum Limits

- Per Loss $1,000,000

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

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

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

Business U - 2025-2026 - Agreement - Final - Vendor Signed - Compressed

Final Audit Report   2025-03-05

Created:	2025-03-05
By:	Becky Hall (rehall@psdschools.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAKWfnv53SCx_48D-UMqWKPd-X0zE5iLkl

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