

**SECOND AMENDMENT TO SOFTWARE SERVICES AGREEMENT  
BETWEEN INTERACTIVE HEALTH TECHNOLOGIES, LLC  
AND POUFRE SCHOOL DISTRICT R-1**

This Second Amendment (“Amendment”) effective as of the 29<sup>th</sup> day of April, 2024, is attached to and forms part of the Software Services Agreement between and Poudre School District R-1 (the “District”) and Interactive Health Technologies, LLC (the “Contractor”) executed May 2, 2022 and the First Amendment to the Agreement executed August 7, 2023 (“Agreement”), both of which are attached and made part of this Amendment. To the extent that any of the terms or conditions contained in this Amendment may contradict with any of the terms or conditions of the attached Agreement, it is expressly understood and agreed that the terms of this Amendment shall take precedence and supersede the attached Agreement. The parties agree to amend the Contract by adding the following language:

1. **Purpose of Amendment.** This Amendment shall constitute the Second Amendment to the Agreement between the District and the Contractor. The purpose of this Second Amendment is to amend the terms and deliverables between the District and Contractor.
2. **Term of Agreement.**
  - 2.1. At the conclusion of the term dated August 31, 2024, as outlined in section 2.1 of the Agreement, the District and Contractor elect to extend the term of the Agreement beginning on September 1, 2024 through August 31, 2025.
3. **Amended Responsibilities.**
  - 3.1. Exhibit A is deleted hereby in its entirety.
  - 3.2. Replace Exhibit A with Contractor’s detailed specific description of the product and scope of work to be completed, 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 Poudre School District IHT Part Numbers and Price List, 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.

INTERACTIVE HEALTH  
TECHNOLOGIES, LLC

POUDRE SCHOOL DISTRICT R-1

Jennifer Ohlson

Digitally signed by Jennifer Ohlson  
DN: cn=Jennifer Ohlson, gn=Jennifer Ohlson, c=US, United States, #US, United States, o=Interactive Health Technologies, email=johlson@ihltsa.com  
Reason: I am the author of this document  
Location:  
Date: 2024.04.29 16:35:05.00

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

Jen Ohlson  
President

By: *Richard D Montoya* \_\_\_\_\_

R. David Montoya  
Chief Finance Officer

By: *Julie Chaplain* \_\_\_\_\_

Dr. Julie Chaplain, PhD  
Assistant Superintendent

# Exhibit A





**Detailed specific description of the product and scope of work to be completed.**

The IHT Spirit System integrates cloud-based assessment software with wireless wrist-based heart rate monitors tailored for the education sector. Its aim is to collect fitness and emotional biofeedback, alongside customizable assessment metrics. The system includes teacher and student curriculum resources aligned with the Understanding by Design® (UbD™) framework, supported by training and ongoing assistance.

This technology allows users to document the impact of physical education (PE), physical activity, and the connections to emotional health. Personalized data reports demonstrate student learning and understanding from K-12, serving as a valuable tool. The IHT Spirit System is applicable in various educational settings such as PE classes, online PE, STEM classes, special needs education, school counseling, athletics, and staff wellness programs.

It efficiently captures and correlates various assessments, including fitness level testing, evaluation of state and national PE standards, assessment of the 5 social-emotional learning (SEL) national standards, physical activity evaluation, and moderate-to-vigorous physical activity level assessment. Data reporting options span from individual to class, school, district, and state levels, based on permissions. Additionally, summary reports featuring student reflection and journaling can be optionally emailed to students and parents/guardians daily.

**What student and additional data is collected using the Spirit System?**

<b>Data Collected</b>	<b>General Purpose of Data Collection</b>
Student ID	Used for teacher data collection. Optional
Student First Name	Used for teacher data collection. Optional
Student Last Name	Used for teacher data collection. Required to support product functionality
Student Email	Provide summary report of data collection to students. Optional
Secondary Email	Provide summary report of data collection to parents/guardians. Optional
Student Gender	Used for teacher data collection. Required to support product functionality
Student Birthdate	Used for teacher data collection. Optional
Student Height	Used for teacher data collection. Optional
Student Weight	Used for teacher data collection. Optional
Student Grade Level	Used for roster import and class mapping and for teacher data collection. Required
Student Resting Heart Rate (RHR)	Used for teacher data collection. Required to support product functionality

Max Heart Rate (MHR)	Used for teacher data collection. Required to support product functionality
Student Fitness Scores	Used for teacher data collection. Optional
Student Assessment of National and State Standards	Used for teacher data collection. Optional
Student Assessment of Social and Emotional (SEL) Standards	Used for teacher data collection. Optional
Metadata – www.ihtspirit.com	Used to specify page description
Metadata - Student History	Displays the last captured data and data over time
Metadata - Chrome, Safari, Explorer	Search engines and web services teachers can use to access IHT's cloud-based software
Cookies	The cookies are only used for managing teacher sessions. There is no tracking or marketing
System Data – School Identifier	Unique identifier for the schools using the software. Required with automated roster services
System Data – School Address	Collected at time of account creation for correspondence, communication and identification
System Data – Section Number	Used to map classes in software for roster and class management and organization. Required with automated roster services.
Facilitator Data – Teacher Identifier	Unique identifier for the teacher who is using the software. Required
Facilitator First Name	Used to identify teacher to correct class lists and rosters and for software log in/username. Required
Facilitator Last Name	Used to identify teacher to correct class lists and rosters and for software log in/username. Required.
Facilitator Email	Used to identify teacher to class lists and rosters and for software log in and password recovery method. Required
Parent Email(s)	Provides summary report of data collection to parents/guardians. Optional

### **What is the purpose for collecting student data?**

IHT uses student data to improve the accuracy of the system's analysis of student achievement based on their own unique physiology. Email addresses are used only to communicate data to students (and

parents/guardians if chosen) in the form of summary reports. It is also to communicate the data to students and parents (optional) through emailed summary reports. IHT customers retain ownership of all personally identifiable student data. IHT does not claim any ownership of personally identifiable student data. To review IHT’s full privacy policy visit: [ihtusa.com/privacy-policy](http://ihtusa.com/privacy-policy)

**Description about creating reports:**

Schools have control to create their own measures and reports for tracking. IHT formats this data into six types of report formats in which schools can utilize: 1) Heart Rate Reports, 2) FitnessGram® / PYFP Individual Student Reports, 3) FitnessGram®/ PYFP Group Summary Reports, 4) Custom Reports such as for PE – STEM – SEL Correlation Reports, 5) Individual Student Assessment Detail Reports, 6) Assessment Detail Summary Reports.

**Third-party services IHT partners with and who receives student data:**

Vendor	URL	Description
Amazon AWS	aws.amazon.com	Web hosting
OneRoster	oneroster.com	Student rostering

**6. Names and emails for contract notices and IHT representatives authorized to sign contracts:**

Jen Ohlson, CEO  
+1-512-848-8044 [jen@ihtusa.com](mailto:jen@ihtusa.com)

Elizabeth Webb, Director of Operations  
+1-512-789-4875 [elizabeth@ihtusa.com](mailto:elizabeth@ihtusa.com)

# Exhibit B

## Poudre School District

### IHT Part Numbers and Price List

#### 2024/2025 School Year - Valid July 1, 2024 - June 30, 2025

10002 – IHT Zone HRM - <b>Large Strap</b> ( <i>MS and HS</i> )	\$144.50
10001 – IHT Zone HRM - <b>Regular Strap</b> ( <i>Elementary</i> )	\$144.50
18207 - Charging Case ( <i>holds 28 HRMS</i> )	\$387
12001 - Data Reader S380 (for WIN 10 Computers)	\$193
12002 - Data Reader S300 (for WIN 11 Computers)	\$193
91304 – (1) Year Software and Auto Rosters ( <i>Special Poudre School District Bundle Price</i> )	\$150
18401 – Sanitizing Fit Wipes (1 roll of 1,200)	\$60 (+ \$25 S/H)
18208 – Personal Charger	\$14.55
<hr/>	
31113 – On-Site: <b>One Day</b> One Trainer	\$1,500
31114 – On-Site: <b>Two Day</b> One Trainer ( <i>can be broken up</i> )	\$2,500
T&E – Travel & Expenses ( <i>not to exceed, receipts provided</i> )	\$1,000
<hr/>	
18222 – Grey Pin & Tuck Large Strap	\$10
18221 – Blue Pin & Tuck Regular Strap	\$10
18214 – Charging Case Cord ( <i>plugs into wall</i> )	\$15
18213 – Strap Pin	\$0.5
18211 – ZONE Pin Tool	\$1
41006 – HR Wall Banner (4x6)	\$100
18215 – HRM Stickers 1-99	\$9
18216 – Charging Case Stickers 1-99	\$9
18217 – HRM and Case Stickers 99-258	\$9
10003 – Personal Pack ( <i>1 HRM + Personal Charger</i> )	\$164

**FIRST AMENDMENT TO SOFTWARE SERVICES AGREEMENT  
BETWEEN INTERACTIVE HEALTH TECHNOLOGIES, LLC AND POUDRE  
SCHOOL DISTRICT R-1**

This First Amendment (“Amendment”) dated the 7<sup>th</sup> day of August 2023 (“Effective Date”), is attached to and forms part of the Software Services Agreement between Poudre School District R-1 (the “District”) and Interactive Health Technologies, LLC (the “Contractor”) executed May 2, 2022 (“Agreement”), hereby attached and made part of this Amendment. To the extent that any of the terms or conditions contained in this Amendment may contradict with any of the terms or conditions of the attached Agreement, it is expressly understood and agreed that the terms of this Amendment shall take precedence and supersede the attached Agreement. The parties agree to amend the Agreement by adding the following language:

1. **Purpose of Amendment.** This Amendment shall constitute the First Amendment to the Agreement between the District and the Contractor. The purpose of this Amendment is to amend the terms and deliverables between the District and Contractor.
  
2. **Term of Agreement.**
  - 2.1. At the conclusion of the term dated August 31, 2023, as outlined in section 1.1 of the Agreement, the District and Contractor elect to extend the term of the Agreement beginning on September 1, 2023 through August 31, 2024.
  
3. **Amended Responsibilities.**
  - 3.1. Exhibit B is deleted hereby in its entirety.
  - 3.2. Replace Exhibit B with Contractor’s Quote 60386, hereby attached to this First Amendment and made part of the Agreement.
  - 3.3. Within section 9, delete the language which has a strikethrough and replace with the following language which is underlined:

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

Poudre School District R-1  
Attn: Contracts Administrator  
2407 LaPorte Avenue  
Fort Collins, CO 80521  
E-mail: contracts@psdschools.org

4. **Special Provisions.**

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

5. **General Provisions.**

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

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

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

INTERACTIVE HEALTH  
TECHNOLOGIES, LLC

POUDRE SCHOOL DISTRICT R-1

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

Jen Ohlson  
President

By: *R. David Montoya*  
R. David Montoya (Aug 11, 2023 14:26 MDT) \_\_\_\_\_

R. David Montoya  
Chief Finance Officer

By: *John Passantino*  
John Passantino (Aug 11, 2023 14:20 MDT) \_\_\_\_\_

John Passantino  
Director of Curriculum

# Exhibit B





Interactive Health Technologies, LLC  
[www.ihntusa.com](http://www.ihntusa.com)

### IHT Part Numbers and Pricing

10002 – IHT Zone HRM - <b>Large Strap</b> ( <i>MS and HS</i> )	\$149
10001 – IHT Zone HRM - <b>Regular Strap</b> ( <i>Elementary</i> )	\$149
18212 – Strap Extender ( <i>HS only</i> )	\$0
18207 - Charging Case ( <i>holds 28 HRMS</i> )	\$399
12001 - Data Reader	\$199
91312 – (1) Year Assessment Software ( <i>per year/building</i> )	\$300
91302 – (1) Year Auto Roster Management ( <i>per year/building</i> )	\$150
18401 – Sanitizing Fit Wipes (1 roll of 1,200)	\$60)
18208 – Personal Charger	\$15
31113 – On-Site: <b>One Day</b> One Trainer	\$1,500
31114 – On-Site: <b>Two Day</b> One Trainer ( <i>can be broken up</i> )	\$2,500
T&E – Travel and Expenses ( <i>not to exceed, reimbursable</i> )	\$1,000
18210 – Large Strap	\$8



Interactive Health Technologies, LLC  
[www.ihntusa.com](http://www.ihntusa.com)

18209 – Regular Strap	\$8
18214 – Charging Case Cord ( <i>plugs into wall</i> )	\$15
18213 - Strap Pin	\$0.5
18211 – ZONE Pin Tool	\$1
41006 – HR Wall Banner (4x6)	\$100
18215 – HRM Stickers 1-99	\$9
18216 – Charging Case Stickers 1-99	\$9
10003 – Personal Pack ( <i>1 HRM + Charger</i> )	\$164
91304 – (1) Year Renewal Software	\$300



**Interactive Health Technologies**  
 1101 W. 34<sup>th</sup> Street #213  
 Austin, TX 78705  
 P) 512-522-9354  
 F) 512-879-1885

**QUOTE 60386**  
**Poudre School District**  
 47 Assessment + Auto Roster / 1YR License

Created: Apr 24, 2023  
 Valid Until: Jul 24, 2023



**PREPARED FOR:**  
 Poudre School District  
 Poudre School District  
 Contact: Tracy Stibitz  
 2407 LaPorte Avenue  
 Fort Collins, CO 80521

**IHT CONTACT INFORMATION:**  
 Lisa Rothstein  
 760-566-2940 or  
 lisa@ihtusa.com

**Fax PO To:** 512-879-1885  
**Email PO To:** spirit@ihtusa.com

Spirit System Component	Code	Qty	Price	Discount	Total
1. (1) Year IHT Spirit Assessment Software Renewal: <i>1 YR license per 47 schools</i>	91303	47	\$ 300.00	\$ 7,050.00	\$ 7,050.00
2. Automated Class Roster Management - Per Year/School: <i>1 YR license for 47 school</i>	91302	47	\$ 150.00	\$ 0.00	\$ 7,050.00

**Sub Total \$ 14,100.00**

Tax \$ 0.00

Shipping \$ 0.00

**Grand Total \$ 14,100.00**

**Terms & Conditions**

- Customer agrees to pay any and all fees described herein.
- The provisions of Agreement constitute the entire agreement between the parties with respect to the subject matter and supersede all prior agreements, oral or written. No terms and conditions on any purchase or other document by Customer shall be deemed to modify or amend the Agreement.
- Receipt of purchase order indicates acceptance of IHT Privacy Policy found at <https://ihtusa.com/privacy-policy>
- Customer receives a one year warranty on the strap of the ZONE and a two-year warranty on the IHT ZONE Monitor. IHT agrees to replace any defective product within the time frame above from the date of delivery to customer. IHT offers a 30 day refund policy. Any order can be returned for a full refund within 30 days of date of delivery to the customer.
- If receiving on-site training, customer agrees to pay all travel related expenses. IHT will provide receipts for charges upon request.

Signature \_\_\_\_\_

Date \_\_\_\_\_

**FIRST AMENDMENT TO SOFTWARE SERVICES AGREEMENT  
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Fort Collins, CO 80521  
E-mail: ~~tstibitz@psdschools.org~~

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TECHNOLOGIES, LLC

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R David Montoya (Aug 11, 2023 14:26 MDT) \_\_\_\_\_

R. David Montoya  
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By: *John Passantino*  
John Passantino (Aug 11, 2023 14:20 MDT) \_\_\_\_\_

John Passantino  
Director of Curriculum

# Exhibit B



Interactive Health Technologies, LLC  
[www.ihntusa.com](http://www.ihntusa.com)

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Interactive Health Technologies, LLC  
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Interactive Health Technologies

1101 W. 34<sup>th</sup> Street #213

Austin, TX 78705

P) 512-522-9354

F) 512-879-1885

**QUOTE 60386**  
**Poudre School District**  
47 Assessment + Auto Roster / 1YR License

Created: Apr 24, 2023

Valid Until: Jul 24, 2023



**PREPARED FOR:**

Poudre School District  
Poudre School District  
Contact: Tracy Stibitz  
2407 LaPorte Avenue  
Fort Collins, CO 80521

**IHT CONTACT INFORMATION:**

Lisa Rothstein  
760-566-2940 or  
lisa@ihtusa.com

**Fax PO To:** 512-879-1885

**Email PO To:** spirit@ihtusa.com

Spirit System Component	Code	Qty	Price	Discount	Total
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**Sub Total \$ 14,100.00**

Tax \$ 0.00

Shipping \$ 0.00

**Grand Total \$ 14,100.00**

**Terms & Conditions**

- Customer agrees to pay any and all fees described herein.
- The provisions of Agreement constitute the entire agreement between the parties with respect to the subject matter and supersede all prior agreements, oral or written. No terms and conditions on any purchase or other document by Customer shall be deemed to modify or amend the Agreement.
- Receipt of purchase order indicates acceptance of IHT Privacy Policy found at <https://ihtusa.com/privacy-policy>
- Customer receives a one year warranty on the strap of the ZONE and a two-year warranty on the IHT ZONE Monitor. IHT agrees to replace any defective product within the time frame above from the date of delivery to customer. IHT offers a 30 day refund policy. Any order can be returned for a full refund within 30 days of date of delivery to the customer.
- If receiving on-site training, customer agrees to pay all travel related expenses. IHT will provide receipts for charges upon request.

Signature \_\_\_\_\_

Date \_\_\_\_\_

**SOFTWARE SERVICES AGREEMENT  
BETWEEN INTERACTIVE HEALTH TECHNOLOGIES, LLC  
AND POUFRE SCHOOL DISTRICT R-1**

This Software Services Agreement (the “Agreement”) is entered into this 2<sup>nd</sup> day of May 2022, by and between Poudre School District R-1 (the “District”) and Interactive Health Technologies, LLC (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 September 1, 2022 and continue through and including August 31, 2023, unless earlier terminated as provided herein. The Agreement, at the option of the District, may be extended for up to four (4) additional one-year terms.

1.2. Notwithstanding any other term or provision of this Agreement, the District’s obligations hereunder are expressly subject to its budgeting and appropriation of sufficient funds for each fiscal year (July 1 - June 30) 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.

2. **Deliverables and Purchase Price.**

2.1. The Contractor shall make its wrist-based heart rate monitors and cloud-based fitness data collection available for use in the District schools in accordance with the scope of work set forth in the attached Exhibit A (hereinafter the “Services”).

2.2. The total cost for Services as set forth on the attached Exhibit B is Fourteen Thousand and Fifty-Three Dollars and No Cents (\$14,053.00), due and payable by the District thirty (30) days receipt of Contractor’s Invoice.

2.3. Additional District schools may participate in Services under all terms and conditions specified within this Agreement. This Agreement in no way binds the District or District Schools to exclusive use of Contractor’s Services. Discretion to utilize Services is under the direction of each District School Principal or Principal designee. District Principals or Principal designee will adhere to applicable laws, regulations, and District policies.

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

2.4.1. Quotes for services will be requested by the contact in section 9 of this Agreement, no other sites may request quotes.

- 2.4.2. Site-based credit cards and/or site-based restricted checks shall not be permitted for payment, unless approved by the District contact listed in section 9.
- 2.4.3. Services provided by Contractor without conforming to section 2.4 of the Agreement shall be considered unauthorized and payment shall not be issued by the District.
- 2.4.4. Contractor shall assure compliance with the District Policy DJG/DJGA, attached as Exhibit C and hereby made part of this Agreement, direct communication with schools or sales must be approved by contact in section 9 of this agreement.

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

3. **Definitions.**

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

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

3.3. As used in this Agreement, “confidential student records and information” is defined as education records and personally identifiable information concerning District students, including but not limited to confidential student records and information disclosed to, collected by and/or generated by the Contractor. Confidential student records and information does not include “de-identified confidential student records and information,” as defined in section 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 and Information.** All confidential student records and information shall remain the exclusive property of the District and all rights, title and interest in the confidential student records and information, including but not limited to intellectual property rights in the confidential student records and information, belong to and are retained solely by the District. The District hereby grants to the Contractor a limited, nonexclusive license to access, view, collect, generate and use confidential student

records and information solely for the purpose of performing its obligations under this Agreement.

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

5.1. The Contractor shall store and process confidential student records and information in accordance with commercial best practices, including implementing appropriate administrative, physical and technical safeguards that are no less rigorous than those outlined in CIS Critical Security Controls, as amended, to secure such confidential student records and information from unauthorized access, disclosure, alteration and use. The Contractor shall ensure that all such safeguards, including the manner in which confidential student records and information is collected, accessed, used, stored, processed, disposed of and disclosed, comply with all applicable federal and state data protection and privacy laws, regulations and directives, including but not limited to Colorado's Student Data Transparency and Security Act, C.R.S. §§ 22-16-101 *et seq.* 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 in writing by the District, initiate the process to 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 Agreement disclose confidential student records and information to subcontractors as identified in Exhibit A ("Subcontractors") pursuant to written subcontracts specifying the purpose of the disclosure and providing that: (a) Subcontractors shall not disclose confidential student records and information, in whole or in part, to any other party; (b) Subcontractors shall not use any confidential student records or information to advertise or market to students or their parents/guardians; (c) Subcontractors shall access, view, collect, generate and use confidential student records and information only to the extent necessary to assist Contractor in performing its obligations under the Agreement; and (d) at the conclusion of their work under their subcontracts

Subcontractors shall, as directed by the District through the Contractor, either securely destroy all confidential student records and information in their possession, custody or control, or return such confidential student records and information to the District.

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

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

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

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

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

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

and any one or more of Subcontractors from future contracts and subcontracts with the District. Excluding any data breach, the District may allow an opportunity to cure a breach within thirty (30) days of written notice.

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

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

Interactive Health Technologies, LLC  
Attn: Jen Ohlson  
1101 W. 34<sup>th</sup> Street, Suite 213  
Austin, TX 78705-1907  
Email: [jen@ihtusa.com](mailto:jen@ihtusa.com)

10. **Insurance.** Contractor shall procure and maintain the required insurance specified below for the duration of this Agreement, which insurance shall be written for not less than the amounts specified or greater if required by law. The District's receipt of a Certificate of Insurance from the Contractor with limits and or coverages that do not meet the requirements does not waive the requirements and the Contractor shall still be responsible for the limits and coverages stated in this Agreement. Specified coverages and amounts may be provided by a combination of a primary policy plus an umbrella or following form excess policy. All insurance shall be with a carrier licensed in the state of Colorado and shall have a minimum A.M. Best rating of A- VII. Contractor shall furnish the District's Director of Records and Risk Management with certificates of the required insurance prior to the District's approval and signing of this Agreement, and with renewal certificates prior to the expiration of any required insurance that expires during the term of this Agreement. Memorandums of Insurance will not be accepted. Certificates of Insurance and all communication regarding insurance shall be addressed to:

Poudre School District  
Attention: Risk Management  
2407 Laporte Ave  
Ft. Collins, CO 80521  
Email Certificate to: [COI@psdschools.org](mailto:COI@psdschools.org)

Any insurance and/or self-insurance carried by the District is excess of the coverage extended to the District by Contractor. Contractor shall provide at least thirty (30) days' advance written notice to the District prior to cancellation, change of coverage, or non-renewal. The insurance requirements specified in this section 10 shall not reduce the indemnification liability that Contractor has assumed in section 11.

## **Commercial General Liability**

### Minimum Limits

- |  |             |
|--|-------------|
| a. Each Occurrence Bodily Injury & Property Damage | \$2,000,000 |
| b. General Aggregate                               | \$3,000,000 |

- c. Products/Completed Operations Aggregate \$2,000,000
- d. Personal/Advertising Injury \$2,000,000
- e. Coverage must be written on an “occurrence” basis.
- f. Poudre School District R-1 and its elected officials, employees, agents, and volunteers shall be named as an additional insured or covered as an additional insured by way of a blanket endorsement and shall be insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Agreement.

**Technology Errors and Omissions Liability (Professional Liability, including Network Security and Privacy Liability)**

Minimum Limits

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

The insurance shall provide coverage for:

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

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

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



13. **General Provisions.**

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

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

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

13.4. **Conflict of Terms.** In the event of any conflict of terms found between this Agreement, any incorporated exhibits, any other terms and conditions, end user license agreements or privacy policies, the terms of this Agreement shall prevail.

13.5. **Survival of Certain Contract Terms.** Notwithstanding anything herein to the contrary, the parties understand and agree that all terms and conditions of this 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.

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

13.7. **No Third-Party Beneficiary.** Enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the District and the Contractor. Nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any third person other than the District or the Contractor. It is the express intent of the parties that any third person receiving services or benefits pursuant to this Agreement shall be deemed an incidental beneficiary only.

13.8. **Binding Arbitration Prohibited.** The District does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary is null and void.

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

13.10. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, legal representatives, successors and permitted assigns.

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

13.12. **Entire Agreement.** This Agreement constitutes the entire Agreement of the parties regarding the subject matter addressed herein and supersedes all prior Agreements, whether oral or written, pertaining to said subject matter.


13.13. **Signatures.** This Agreement may be executed and delivered via portable document format (pdf), and the pdf signature of any party shall be considered valid, binding, effective and an original for all purposes. This Agreement may be signed in counterparts, and each counterpart shall be deemed an original, and all the counterparts taken as a whole shall constitute one and the same instrument.

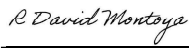
13.14. **Warranty of Authority.** The individuals signing below represent and warrant that they have the authority to execute this Agreement on behalf of their respective organizations and bind their respective organizations to the terms of this Agreement.


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

INTERACTIVE HEALTH  
TECHNOLOGIES, LLC

POUDRE SCHOOL DISTRICT R-1

By:   
Jen Ohlson  
President

By:   
R. David Montoya  
Executive Director of Finance

By:   
Robert Beauchamp  
Director of Curriculum, Instruction  
and Assessment

# Exhibit A



Interactive Health Technologies, LLC

**1. Provide a full price quote broken out for the full length of the requested time of use.**

Item	Retail Price	Total
<b>Poudre School District – Quote 1784:</b>		
<b>Includes:</b>		
✓ (170) Adidas Zone Wrist Heart Rate Monitors	\$149	\$25,330
✓ (150) Adidas Zone Strap Extenders	\$1	\$150
(4) IHT Spirit Classroom Reader	\$199	\$796
✓ (7) Adidas Zone Charging/Storage Cases	\$299	\$2,093
✓ (3) 1 Year Auto Roster Management	\$150	\$450
✓ (3) 1 Year Spirit Software	\$300	\$900
✓ (14) IHT Personal Packs for Online Program	\$169	\$2,366
✓ (3) Curriculum – Teacher and Student Resources	\$1,450	\$4,350
✓ (3) IHT Training Webinar	\$500	\$1,500
✓ Ongoing Customer and Training Support as Needed	\$0	\$0
	Subtotal	\$37,935
	Discount	-\$14,214
	S&H	184
	Total	\$23,905



**2. Provide a detailed specific description of the product and scope of work to be completed.**

The *IHT Spirit System* technology integrates wireless, wrist-based heart rate monitors made for students to collect fitness data and customizable assessment measurement software. It also includes teacher and student curriculum resources, training and on-going support. The technology documents the impact of PE curriculums through data reports showing student learning and understanding. It is used mainly in physical education (PE) classes, with online PE, in adaptive PE classes, with waiver programs, before and after school activities, athletics, and staff wellness programs. Data is reported at the individual, class, school district and state levels. Once implemented, the program sustains itself with relatively low future expenditures as the investment in the technology is a one-time cost. Ongoing costs are limited to human resource support.

**3. What student data is collected using the system?**

Data Collected	General Purpose of Data Collection
Student ID	Used for teacher data collection. Optional
Student First Name	Used for teacher data collection. Optional
Student Last Name	Used for teacher data collection. Required to support product functionality

Student Email	Provide summary report of data collection to students. Optional
Secondary Email	Provide summary report of data collection to parents/guardian. Optional
Gender	Used for teacher data collection. Required to support product functionality
Birthdate	Used for teacher data collection. Optional
Height	Used for teacher data collection. Optional
Weight	Used for teacher data collection. Optional
IHT - metadata	Author of the document
Heart Rate - metadata	Keyword
Ihtspirit.com - metadata	Used to specify page description
Student History - metadata	Displays the last captured data and data overtime
Chrome, Safari, Explorer - metadata	Search engines and web services teachers can use to access IHT cloud-based software

**Please Provide a Description About Creating Reports Under Section 3:**

Schools have control to create their own measures and reports for tracking. IHT formats this data into six types of report formats in which schools can utilize: 1) Heart Rate Reports, 2) FitnessGram® / PYFP Individual Student Reports, 3) FitnessGram®/ PYFP Summary Reports, 4) Custom Reports – PE – STEM – SEL Correlation Reports, 5) Individual Student Assessment Detail Reports, 6) Assessment Detail Summary Reports.

**4. What is the purpose for collecting student data?**

To improve the accuracy of data collected and reported for individual students based on their physiology.

**5a. What third-parties does the vendor partner with? Who May Receive Student Data in Any Format?**

Vendor	URL	Description
Amazon AWS	aws.amazon.com	Web hosting – Schools have control to create their own measures for tracking

**6. Name and email for contract notices**

Jen Ohlson, Founder, President  
Interactive Health Technologies, LLC, +1-512-848-8044 [jen@ihtusa.com](mailto:jen@ihtusa.com)

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

Jen Ohlson, Founder, President  
Interactive Health Technologies, LLC, +1-512-848-8044 [jen@ihtusa.com](mailto:jen@ihtusa.com)



## IHT Summer Buyback Program

IHT's Summer Buyback Program is an easy way for teachers and districts to save money on their purchase of the Adidas Zone wrist heart rate monitors.

### Details

Round up all your old heart rate monitor (HRM) technology and for each old HRM you have, IHT will provide a one-to-one trade-in at the discount tiers below:

- Tier 1: 1-28 old HRM-to-Zone: 20% discount off \$149-unit price of Adidas Zone (\$119)
- Tier 2: 29-56 old HRM-to-Zone: 25% discount off \$149-unit price of Adidas Zone (\$111)
- Tier 3: 57-128 old HRM-to-Zone: 30% discount off \$149-unit price of Adidas Zone (\$104)
- Tier 4: 128+ old HRM-to-Zone: 35% discount (*may be combined w multi-school order*) (\$99)

### Once Your PO is Placed

You'll ship your old heart rate technology to IHT to recycle responsibly. Once trade equipment is received, IHT will ship your Zones!

### Timeline

Any purchase orders or signed quotes before August 1, 2018 will qualify.

### Fine Print

- All components, accessories, software and training are not offered at a discount.
- The tiered discounts are for a one-to-one buy-back only, not for an entire class set of Zones. In situations in which not all Zones have a one-to-one old HRM trade-in, remaining Zones within the package will receive a 6% discount (\$140).
- For example, let's say you want 28 Adidas Zones and you have 24 old HRM's to trade in. You'll get a 20% discount on 24 Adidas Zones (\$119) and a 6% discount on 4 Adidas Zones (\$140).



**1. Provide a detailed specific description of the product and scope of work to be completed.**

The *IHT Spirit System* technology integrates wireless, wrist-based heart rate monitors made for students to collect fitness data and customizable assessment measurement software. It also includes teacher and student curriculum resources, training and on-going support. The technology documents the impact of PE curriculums through data reports showing student learning and understanding. It is used mainly in physical education (PE) classes, with online PE, in adaptive PE classes, with waiver programs, before and after school activities, athletics, and staff wellness programs. IHT allows for fitness level testing, assessment of state and national PE standards, assessment of the 5 SEL national standards, physical activity assessment, and moderate-to-vigorous physical activity level assessment. Data is reported at the individual, class, school, district and state levels based on entitlements. Once implemented, the program sustains itself with relatively low future expenditures as the investment in the technology is a one-time cost. Ongoing costs are limited to human resource support.

**2. What student data is collected using the system? List of all additional data field collection.**

Data Collected	General Purpose of Data Collection
Student ID	Used for teacher data collection. Optional
Student First Name	Used for teacher data collection. Optional
Student Last Name	Used for teacher data collection. Required to support product functionality
Student Email	Provide summary report of data collection to students. Optional
Secondary Email	Provide summary report of data collection to parents/guardian. Optional
Student Gender	Used for teacher data collection. Required to support product functionality
Student Birthdate	Used for teacher data collection. Optional
Student Height	Used for teacher data collection. Optional
Student Weight	Used for teacher data collection. Optional
Student Grade Level	Used for roster import and class mapping and for teacher data collection. Required
Student Resting Heart Rate (RHR)	Used for teacher data collection. Required to support product functionality
Max Heart Rate (MHR)	Used for teacher data collection. Required to support product functionality
Student Fitness Scores	Used for teacher data collection. Optional
Student Assessment of National and State Standards	Used for teacher data collection. Optional
Student Assessment of Social and Emotional (SEL) Standards	Used for teacher data collection. Optional
Metadata - IHT	Author of the document
Metadata - Heart Rate, Fitness Testing, Moderate-to Vigorous Physical Activity	Keywords

Metadata – www.lhtspirit.com	Used to specify page description
Metadata - Student History	Displays the last captured data and data overtime
Metadata - Chrome, Safari, Explorer	Search engines and web services teachers can use to access IHT cloud-based software
Metadata – IHT Spirit Mobile App	IOA and Android mobile app students and teachers can use to access software for workouts and summary reports
System Data – School Identifier	Unique identifier for the schools using the software. Required with automated roster services
System Data – School Address	Collected at time of account creation for correspondence, communication and identification
System Data – Section Number	Used to map classes in software for roster and class management and organization. Required if applicable
Facilitator Data – Teacher Identifier	Unique identifier for the teacher who is using the software. Required
Facilitator First Name	Used to identify teacher to correct class lists and rosters and for software log in/username. Required
Facilitator Last Name	Used to identify teacher to correct class lists and rosters and for software log in/username. Required.
Facilitator Email	Used to identify teacher to class lists and rosters and for software log in and password recovery method. Required
Parent Email(s)	Provides summary report of data collection to parents/guardian. Optional

**Please Provide a Description About Creating Reports Under Section 3:**

Schools have control to create their own measures and reports for tracking. IHT formats this data into six types of report formats in which schools can utilize: 1) Heart Rate Reports, 2) FitnessGram® / PYFP Individual Student Reports, 3) FitnessGram®/ PYFP Summary Reports, 4) Custom Reports – PE – STEM – SEL Correlation Reports, 5) Individual Student Assessment Detail Reports, 6) Assessment Detail Summary Reports.

**3. What is the purpose for collecting student data?**

To improve the accuracy of data collected and reported for individual students based on their physiology. To communicate the data to students through emailed summary reports or via the mobile App. IHT customers retain ownership of all personally identifiable student data. IHT does not claim any ownership of personally identifiable student data.



**5. What third-parties does the vendor partner with? Who May Receive Student Data in Any Format?**

Vendor	URL	Description
Amazon AWS	aws.amazon.com	Web hosting – Schools have control to create their own measures for tracking

**6. Name and email for contract notices**

Jen Ohlson, Founder, President  
Interactive Health Technologies, LLC, +1-512-848-8044 [jen@ihtusa.com](mailto:jen@ihtusa.com)

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

Jen Ohlson, Founder, President  
Interactive Health Technologies, LLC, +1-512-848-8044 [jen@ihtusa.com](mailto:jen@ihtusa.com)



## IHT Meta Data Examples

### Six Types of Reports Record and Describe Data

1. Heart Rate Data Collection and Reports
2. FitnessGram® / PYFP Individual Student
3. FitnessGram® / PYFP Summary Reports
4. Custom Reports – STEM-SEL
5. Individual Student Assessment Detail Report
6. Assessment Detail Summary Report





# Evidence of Student Performance and Understanding

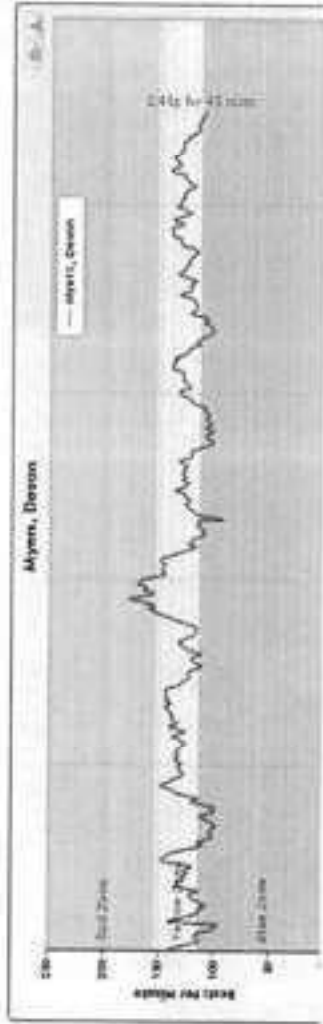
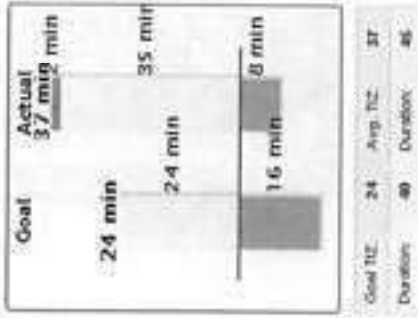
From journal entries to weekly wrap-ups with math integration - Integrating STEM and SEL

## Personal Info

Personal Info: Myers, Devon  
 Session: EXSC 181-9/2 U15- Spikesball  
 Heart Rate Monitor: 35  
 Fitness Level: Moderately Fit  
 Calories Burned: 230 kcal

## Journal Entry

Today Allowed me to be successful by letting me keep moving the whole time and not focusing on one thing for too long



## Weekly Student Wrap Up Journal

Day of Week	Date	Activity	Blue Zone Minutes	Yellow Zone Minutes	Red Zone Minutes	Yellow+Red Total Minutes	Calories Burned
<b>TOTALS</b>							

### Based On The Time Wearing Your Heart Rate Monitor:

Week's Total Minutes of Exercise: \_\_\_\_\_ Daily Average Minutes of Exercise: \_\_\_\_\_ (Total Min/# of Entries)

Daily Average Calories Burned During Class: \_\_\_\_\_ (Total Calories/# of Entries)

Average Number of Minutes Per Day Spent in Fitness Zone: \_\_\_\_\_ (Total Min in Y+R/# of Entries)

Percentage of Overall Time Spent in Fitness Zone This Week: \_\_\_\_\_

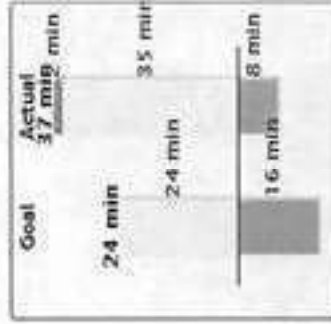
Compare and contrast this week's results with last week's results: (include information about different types of movement and activities in relationship to your heart rate and calories burned)

### Personal Info

Personal Info: Myers, Devon  
SoleSource EKSC 101.024115\_Spiketooth  
Heart Rate Monitor: 35  
Fitness Level: Moderately Fit  
Calories Burned: 230 kcal

### Journal Entry

Today allowed me to be successful by letting me keep moving the whole time and not focusing on one thing for too long



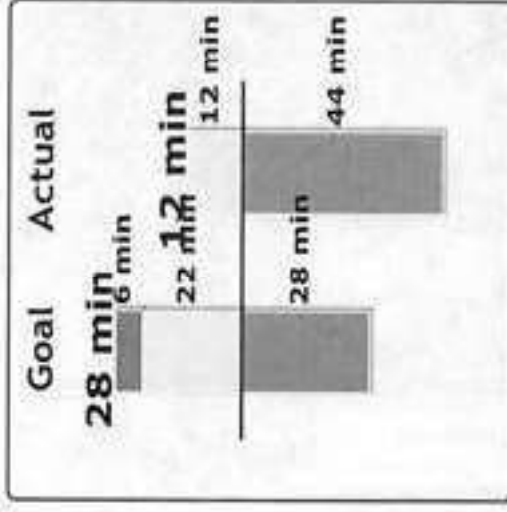
Goal TLE:	24	Avg. TLE:	37
Duration:	48	Duration:	45



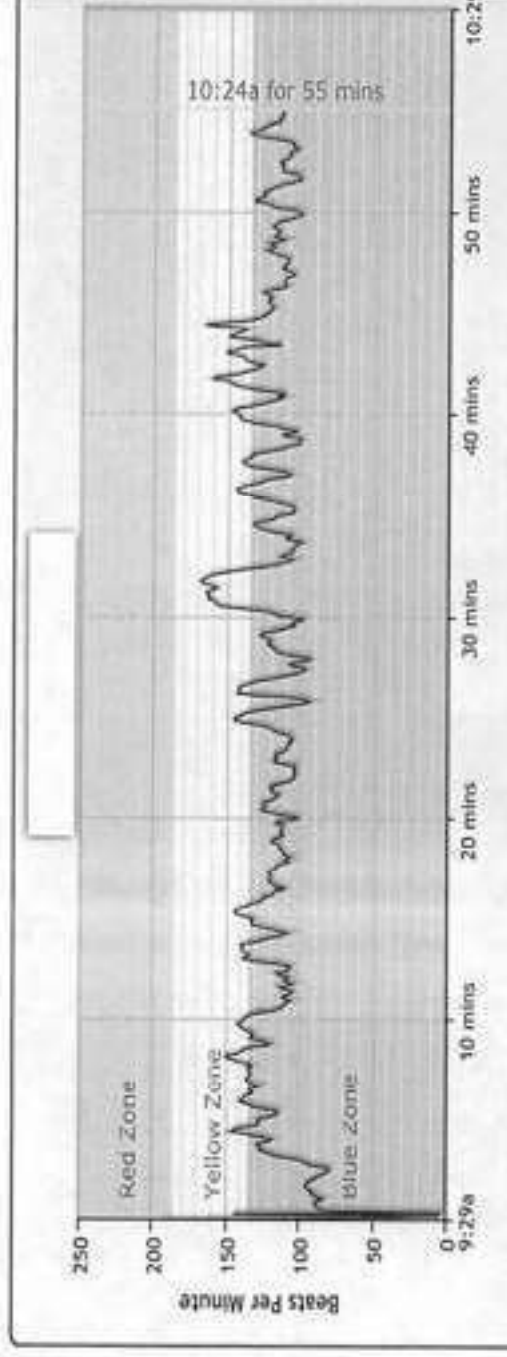
As soon as the student returns their Zone, an email can be automatically sent to students and their parents, with journal entry prompt to capture a reflective social-emotional learning response.

Pickup and Return: Fri, 10/10/2014 - 09:29am to 10:26am

Peak Heart Rate: 192 / Minimum Heart Rate: 40 / Calories Burned: 233 kcal



More...



# Individual Heart Rate Data Graph After 1 Session

Available to students, parents and teachers



## Reports That Individualizes Teacher Lessons and Effort of Each Lesson

➔ Add new Activity

Name	Intensity	
Workout Wednesday Stations 85	Vigorous Intensity	Archive
Basketball 80	Moderate Intensity	Archive
Decoding Fitness 50	Moderate Intensity	Archive
Decoding Fitness 70	Vigorous Intensity	Archive
Fitness Assessments - Pacer 70	Moderate Intensity	Archive
Floor Hockey 50	Moderate Intensity	Archive
Floor Hockey 70	Vigorous Intensity	Archive
Putting on a Heart Rate Monitor 45	Moderate Intensity	Archive
Skilastics 50	Moderate Intensity	Archive
Skilastics 70	Moderate Intensity	Archive
Spikeball 50	Moderate Intensity	Archive
Spikeball 70	Moderate Intensity	Archive
Ultimate Bean Bag 75	Moderate Intensity	Archive



## Teacher Report on the Success Rate of the Lesson Goal

*How many students and what percentage of your students met the intensity/effort goal (Rigor)*

04/15/2015 - 10:00am to 10:05am	3rd period 8th grade Spring 2015 - Group A	9	90 %	10
04/15/2015 - 10:38am to 11:04am	5th period 8th grade Spring 2015	16	84 %	19
04/16/2015 - 7:52am to 9:38am	1st period 7th grade Spring 2015	12	66 %	18
04/16/2015 - 10:11am to 10:30am	2nd period 7th grade Spring 2015	15	83 %	18
04/16/2015 - 10:56am to 12:34pm	3rd period 7th grade Spring 2015	17	100 %	17
04/16/2015 - 1:12pm to 1:22pm	5th period 7th grade Spring 2015 - Group A	11	84 %	13
04/20/2015 - 8:19am to 8:47am	1st period 7th grade Spring 2015	11	61 %	18
04/20/2015 - 9:27am to 9:28am	2nd period 7th grade Spring 2015	16	80 %	20
04/20/2015 - 10:14am to 10:15am	3rd period 7th grade Spring 2015	12	70 %	17



Date From: 2014-09-01 Date To: 2015-01-15

Groups: 6 selected Apply

**Selected Groups:** Hallberg 34C 2014-15, Hallberg 34A 2014-15, Hallberg 34B 2014-15, Hallberg 34D 2014-15, Hallberg 12A 2014-15, and Hallberg 12C 2014-15.

**Total Participants:** 151

**Group Performance:**

- 50,906 min (67%) in the zone
- 614,197 calories burned

**Per Participant Performance:**

- 337 min
- 4,068 calories burned

Download to Excel: Aggregate Report | Session Detail Report

Category	Per Participant Goal	Per Participant Actual
Category 1	3% / 14 min	15% / 74 min
Category 2	49% / 252 min	52% / 263 min
Category 3	48% / 245 min	33% / 167 min

# Summary Reports - All Classes by Teacher

September - January

(Pull multi-year aggregated data on one teacher or multiple teachers)





# Heart Rate Data – District Reports

## Teacher Accountability by School

### Cumulative Performance by System and Facilitator

Between 10/10/2016 and 5/8/2017

Cumulative	Average Participant	Average Session							
Facilitator	Sessions	Session Days	Last Session	Time in Zone (min)	Time in Blue (min)	Time in Yellow (min)	Time in Red (min)	Calories (kcal)	
<b>IDEA Alamo Academy</b>									
Jose Torres	59	10	10/31/2016	23,200 (61.8%)	14,318 (38.2%)	14,245 (38.0%)	8,955 (23.9%)	216,060	
MiguelGonzalez	386	86	05/05/2017	189,847 (65.6%)	99,697 (34.4%)	128,830 (44.5%)	61,017 (21.1%)	1,646,409	
PedroEspinosa	431	101	05/05/2017	133,563 (47.9%)	145,219 (52.1%)	112,813 (40.5%)	20,750 (7.4%)	1,248,034	
<b>Total</b>	<b>876</b>	<b>197</b>		<b>346,610 (47.9%)</b>	<b>259,234 (52.1%)</b>	<b>255,888 (40.5%)</b>	<b>90,722 (7.4%)</b>	<b>3,110,503</b>	
<b>IDEA Alamo Middle School</b>									
jose,torres	193	34	03/30/2017	80,218 (56.4%)	62,126 (43.6%)	65,174 (45.8%)	15,044 (10.6%)	644,326	
<b>Total</b>	<b>193</b>	<b>34</b>		<b>80,218 (56.4%)</b>	<b>62,126 (43.6%)</b>	<b>65,174 (45.8%)</b>	<b>15,044 (10.6%)</b>	<b>644,326</b>	
<b>IDEA Allan Academy</b>									
noel,sanchez	95	32	05/03/2017	34,487 (63.8%)	19,582 (36.2%)	25,124 (46.5%)	9,363 (17.3%)	248,697	
Yvondra,Steen	170	55	05/04/2017	62,616 (67.1%)	30,684 (32.9%)	44,260 (47.4%)	18,356 (19.7%)	405,829	
<b>Total</b>	<b>265</b>	<b>87</b>		<b>97,103 (67.1%)</b>	<b>50,266 (32.9%)</b>	<b>69,384 (47.4%)</b>	<b>27,719 (19.7%)</b>	<b>654,526</b>	



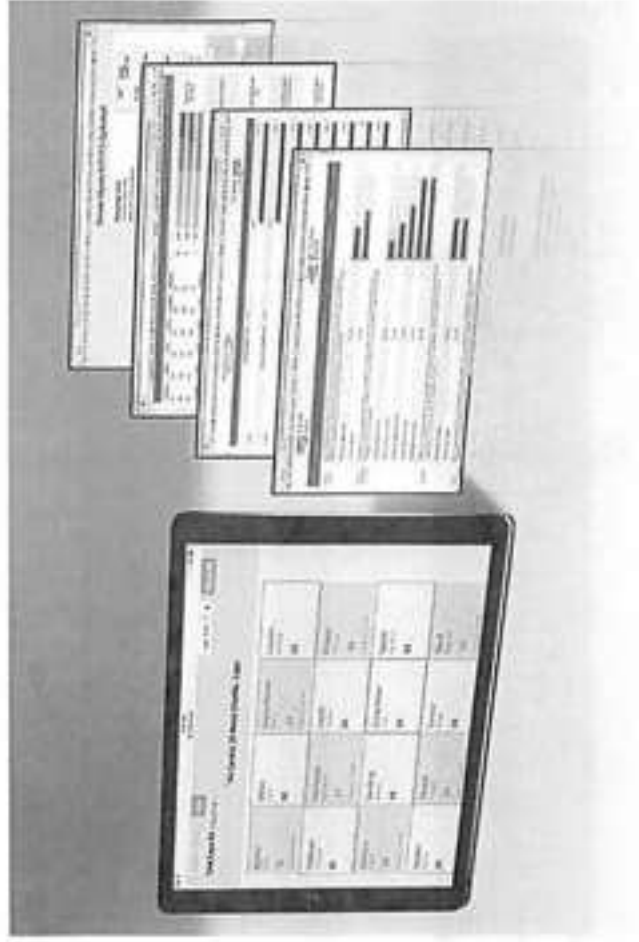
# IHT is a Competitive Software to Other FitnessGram® Software Programs. IHT Provides You:

## FitnessGram® Individual Student Report:

- Email reports to students and parent with one click, any time of the year
- Aligned with FitnessGram® Norms
- Must be a measure that FitnessGram® supports
- Show data overtime (daily-to-yearly portfolio)
- Download to Excel
- Download to PDF

## FitnessGram® Summary Report:

- Coordinator Level for District Reports
- Teacher Reports for Individual Teacher Performance
- Back Date into other school years
- Download to Excel
- Download to PDF





# Student Report on FitnessGram®

Share individual reports with students and parents with one click

**Student:** Doe, John  
**Student ID:** 01-03-05

**System:** IHT  
**Facilitator:** Brown, Beverly  
**Group:** 1st Period P18

Assessment Area	Assessment Item	Date of Assessment	Needs Improvement	Healthy	Above
Aerobic Capacity	Aerobic capacity is the ability of the heart, lungs and blood to support any activity that takes place over a long period of time. The assessment evaluates how much oxygen is used for the body and comes to that value by a maximum heart rate, good health, slowing down cardiovascular habits is linked with a lower risk of heart disease and the ability to comfortably perform a variety of activities.				
	* FC-Cardio 30 Meter Shuttle	04-03-18 @ 10:56 AM	23		
	* FC-Cardio 20 Meter Shuttle	4:42 PM	24		
Muscular Strength and Endurance	* FC-Cardio 30 Meter Shuttle	4:48 PM		34	
	This assessment area measures the ability to perform an exercise that uses a specific muscle group of muscles. The idea is to perform these assessments as long as possible while using correct form. Fitness is muscular strength & endurance is important for successful performance of daily living tasks and other physical activities.				
	* FC-Muscular Strength 2000 LIT	03-29-14 @ 9:54 AM		14%	
Flexibility	* FC-Muscular Strengths Freezer Arm Range	4:16 PM			01193.0
	The Back-Saver 50 and Reach assessments measure the flexibility of the right and left hamstring groups. Flexibility and strength in the hamstring helps to support other muscle groups in our body leading to better ability at performing a variety of physical activities. In addition, having flexible hamstrings helps to reduce lower back pain and reduces the chance of injury.				
	* FC-Free Leg Sit & Reach	03-29-18 @ 0:53 AM		11%	
Body Composition	* FC-Free Leg Sit & Reach	03-29-18 @ 10:53 AM			13%
	The Body Mass Index (BMI) is defined by the Center for Disease Control (CDC) as a person's weight in kilograms divided by the square of height in meters. For children and teens, BMI is age- and sex-specific, and is often referred to as BMI-for-age. In children, a high amount of body fat can lead to weight-related diseases and other health issues, and being underweight can also pose a risk for health issues.				
	* BMI	03-29-18 @ 3:07 PM		20.3	

Download Excel

Download PDF

Share Report

# FitnessGram® Summary Report

Segment reports by teacher, school, district or state.

Assess and automate all FitnessGram® or your pre- and post-fitness testing

Grade 11, IHT, IHT - Percent	TESTED	IN IHT	PERCENT
<b>Muscular Strength and Endurance</b>			
	44	20	
	28	10	45%
	15	10	66%
	44	6	13%
	29	2	6%
	15	4	26%
	44	29	65%
	29	14	48%
	15	15	100%
	2	1	50%
	2	1	50%
	0	0	0%
<b>Aerobic Activity</b>			
	44	31	70%
	29	20	68%
	15	11	73%
	19	18	94%
	6	5	83%
	13	13	100%

# Custom Report

Facilitator: Brown, Beverly  
District: IHT

Group: 2nd Period F18

- Overview of Student Data
- Report out any data the is collect in assessment software
- Curriculum PLC time to compare data with colleagues (PDF) Export (Excel)
  - Ranking Students from low to high
  - Finding the Mean for Measure when figuring Norms for district unique measures.

2nd Period F18	*FG-Cardio Meter Shuttle	*FG-Cardio 1 Mile Run	*FG-Muscular Strength-Curt Up	*FG-Muscular Strength- Trunk Lift	*FG-Muscular Strength-50" Push-Up	*FG-Muscular Strength- Flexed Arm Hang	*FG-Flex Right Sit & Reach	*FG-Flex-Left Sit & Reach
Student 01	50	11:22.3	23	7"	4	00:15.4	1'	3'
Student 02	51	09:03.1	21	6"	13	01:11.0	6"	9"
Student 03	51	09:00.4	22	5"	14	00:57.1	9"	8"
Student 04	28	08:11.1	23	4"	15	01:16.0	8"	7"
Student 05	50	07:34.2	24	3"	16	01:17.2	7"	8"
Student 06	50	08:01.1	22	2"	15	01:16.5	8"	5"
Student 07	30	07:44.5	23	3"	14	00:43.0	9"	4"
Student 08	50	07:34.3	23	4"	17	00:16.7	11"	9"
Student 09	50	08:23.4	17	5"	18	01:12.8	12"	11"
Student 10	50	10:44.2	28	6"	13	00:58.3	10"	13"
Student 11	28	11:22.7	27	7"	14	01:14.1	11"	11"
Student 12	27	08:21.1	26	8"	15	01:06.7	12"	12"
Student 13	22	08:54.4	25	9"	16	01:00.7	9"	11"



# Assessment Detail Report - Individual Student

## Elementary Data Report for Students and Parents

Jumps a self-turned rope consecutively forward and backward with mature pattern. (S1.E27.2a)

03-14-17 @ 12:51 PM

2

Not Yet

Developing

Proficient

Exceeds

Jumps a long rope 5 times consecutively with student turners. (S1.E27.2b)

03-14-17 @ 1:05 PM

2

Not Yet

Developing

Proficient

Exceeds

Volleys an object upward with consecutive hits. (S1.E22.2)

03-30-17 @ 12:44 PM

3

Not yet

Developing

Proficient

Exceeds

Strikes an object upward with a short-handled implement, using consecutive hits. (S1.E24.2)

03-30-17 @ 12:57 PM

3

Not Yet

Developing

Proficient

Exceeds

# Assessment Detail Report – Connecting Math and Reading

- District Measures and Norms
- Report supports all collected data
  - Custom Measures
  - Fitnessgram Measures
- Show data overtime (Student Portfolio)
  - PDF
  - Excel

Assessment Item	Start of Assessment	Needs Improvement	Low End HIZ	High End HIZ	Above HIZ
*PG-Centric 20 Mile Shuttle	1-27 PM	10			
	2-28 PM	25			
	2-28 PM	30			
SA-MI Amazing Feedback		No			Yes
	05-24-18 @ 11:49 AM				Yes
	05-24-18 @ 11:53 AM				Yes
	2-25 PM	No			
Dist (avg) S3_H13		Level 1	Level 2	Level 3	Level 4
	2-40 PM	0.0000			
Math		0	1.0	2.0	3.0
					4.0
	05-25-18 @ 11:48 AM				3
	05-25-18 @ 12:00 PM				4
	2-25 PM	1			
Reading Scores		Not Access	Below Average	Average	Above Average
	05-25-18 @ 10:56 AM				173

# Assessment Detail individualize reports 3 data collections

Reading Scores	Met Access	Below Average	Average	Above Average	Exceeds
10:36 AM			152		
11:48 AM			154		
12:00 PM			137		
None Visits	No Problems	Five	Tracking	Monitoring	At Risk
10:56 AM					
11:50 AM			3		
12:00 PM					
Working with Others \$4	Not Assessed	Not Yet	Developing	Proficient	Exceed
11:52 AM			2		
11:50 AM			2		
12:01 PM					
Attendance	No Problem	Acceptable	Tracking	Monitoring	At Risk
10:37 AM			7		
11:30 AM					
12:01 PM					





## Secondary Level - Outdoor Pursuits

Assessment Item	Date of Assessment	Level 1	Level 2	Level 3	Level 4	Level 5
Archery Raw Score	12-07-18	135				
	12-12-18	133				
	12-20-18	133				
Archery Balloon Challenge	12-07-18	1				
	12-12-18	17				
	12-20-18	23				
Archery 30 Challenge	12-07-18	13				
	12-12-18	16				
	12-20-18	17				



## Coordinator Level Reports

	GROUP	TESTED	NO RUBRIC	NOT MET	BASIC	PROFICIENT	EXCEEDS
Follows teacher directions for safe participation and proper use of equipment without teacher reminders. (S4.E6.1)	Total	88	0%	0%	9%	18%	72%
	Boys	36	0%	0%	22%	33%	44%
	Girls	52	0%	0%	0%	7%	92%
	GROUP	TESTED	NO RUBRIC	NOT MET	BASIC	PROFICIENT	EXCEEDS
Hops, gallops, jogs and slides using a mature pattern. (S1.E1.1)	Total	88	0%	0%	40%	59%	0%
	Boys	36	0%	0%	27%	72%	0%
	Girls	52	0%	0%	50%	50%	0%
	GROUP	TESTED	NO RUBRIC	NOT MET	BASIC	PROFICIENT	EXCEEDS
Identifies physical activity as a component of good health. (S5.E1.1)	Total	88	0%	0%	2%	97%	0%
	Boys	36	0%	0%	5%	94%	0%
	Girls	52	0%	0%	0%	100%	0%

# Assessment Detail Summary

Company Report for Assessment Details

From 07-17-18 to 07-21-18  
For IHT - Parent  
Observation to Report: Last

## National Outcomes

Challenge	GROUP	TOTAL	NO RUBRIC	LEVEL 1			LEVEL 2			LEVEL 3			LEVEL 4			LEVEL 5				
				NOT ASSESSED	NOT YET	DEVELOPING	NOT ASSESSED	NOT YET	DEVELOPING	PROFICIENT	EXCEEDS	NOT ASSESSED	NOT YET	DEVELOPING	PROFICIENT	EXCEEDS	NOT ASSESSED	NOT YET	DEVELOPING	PROFICIENT
Challenge S5.H.1.1	Total	44	0%	0%	5%	30%	40%	25%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
	Boys	20	0%	0%	0%	21%	40%	17%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
	Girls	15	0%	0%	0%	0%	23%	13%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Create open space S1.M.6.	TOTAL	44	0%	0%	4%	24%	40%	20%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
	Boys	25	0%	0%	0%	21%	41%	20%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
	Girls	15	0%	0%	0%	0%	40%	20%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Dots (Agility) S3. H.1.2	TOTAL	44	0%	0%	12%	27%	34%	11%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
	Boys	24	0%	0%	17%	34%	34%	10%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
	Girls	15	0%	0%	0%	13%	53%	13%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Movement concepts, force, motion, and rotation S2.H2.L1.	TOTAL	44	0%	0%	4%	31%	45%	14%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
	Boys	29	0%	0%	0%	20%	48%	17%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
	Girls	11	0%	0%	0%	0%	32%	40%	20%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Working with others S4.H4.L2	TOTAL	44	0%	0%	3%	54%	27%	9%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
	Boys	29	0%	0%	0%	10%	58%	24%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
	Girls	15	0%	0%	0%	6%	48%	33%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%

# Assessment Detail Summary

Company Report for Assessment Details

From 07-17-18 to 07-21-18

For IHT - Parent

Observation to Report: Last

## PE Standards Connected to SEL Outcomes

[Download Excel](#)

	GROUP	TESTED	NO RUBRIC	NOT YET	EMERGING	MATURING	APPLYING
Relationships (1)	Total	44	0%	5%	34%	52%	9%
	Boys	29	0%	3%	34%	51%	10%
	Girls	15	0%	6%	33%	53%	6%
Responsible Decision Making (1)	GROUP	TESTED	NO RUBRIC	NOT YET	EMERGING	MATURING	APPLYING
	Total	44	0%	22%	40%	27%	9%
	Boys	29	0%	10%	37%	41%	10%
Girls	15	0%	46%	46%	0%	6%	
Self-Awareness (1)	GROUP	TESTED	NO RUBRIC	NOT YET	EMERGING	MATURING	APPLYING
	Total	44	0%	5%	25%	47%	17%
	Boys	29	0%	10%	20%	48%	20%
Girls	15	0%	0%	46%	46%	6%	
Self-Management (1)	GROUP	TESTED	NO RUBRIC	NOT YET	EMERGING	MATURING	APPLYING
	Total	44	0%	9%	38%	40%	11%
	Boys	29	0%	10%	31%	48%	10%
Girls	15	0%	0%	53%	20%	13%	
Social Awareness (1)	GROUP	TESTED	NO RUBRIC	NOT YET	EMERGING	MATURING	APPLYING
	Total	44	0%	15%	38%	38%	6%
	Boys	29	0%	17%	31%	48%	3%
Girls	15	0%	13%	52%	20%	12%	

IHT Confidential

# Assessment Detail Summary

STEM - Company Meeting

From 07-11-15 to 08-01-18

For IHT - Parent

Observation to Report: Last

## PE Standards Connected to STEM Outcomes

[Download Excel](#)

Grade 11, IHT, IHT - Parent

	GROUP	TESTED	NO RUBRIC	NOT ASSESSED	NOT YET	DEVELOPING	PROFICIENT	EXCEEDS
Biomechanics of the Heart - STEM	Total	44	0%	0%	15%	72%	45%	15%
	Boys	29	0%	0%	6%	20%	48%	24%
	Girls	15	0%	0%	33%	20%	40%	0%
How a Monitor Works - STEM	Total	44	0%	0%	36%	34%	25%	0%
	Boys	29	0%	0%	41%	31%	27%	0%
	Girls	15	0%	0%	26%	53%	20%	0%
Reading HR Graphs - STEM	Total	44	0%	0%	9%	11%	61%	18%
	Boys	29	0%	0%	3%	3%	68%	24%
	Girls	15	0%	0%	20%	20%	40%	0%

IHT-Confidential

# Exhibit B



# QUOTE 7900

47 FG Site Licenses & 47 Auto Rosters

Created: Mar 27, 2022  
 Valid Until: Aug 24, 2022



**PREPARED FOR:**  
 Poudre School District  
 Contact: Tracy Stibitz  
 2407 LaPorte Avenue  
 Fort Collins, CO 80521

**IHT CONTACT INFORMATION:**  
 Eric Larson  
 303-905-3729 or  
 eric@ihtusa.com

**Fax PO To:** 512-879-1885  
**Email PO To:** spirit@ihtusa.com

Spirit System Component	Code	Qty	Price	Discount	Total
1. (1) Year IHT Spirit Assessment Software Renewal: <i>School manages student rosters.</i>  <i>September 1, 2022 - August 31, 2023</i>	91304	47	\$ 300.00	\$ 7,097.00	\$ 7,003.00
2. (1) Year Automated Class Roster Management: <i>Per building. Automates roster import and updating. Syncs with district student record system.</i>  <i>September 1, 2022 - August 31, 2023</i>	91302	47	\$ 150.00	\$ 0.00	\$ 7,050.00

**Sub Total \$ 14,053.00**

Tax \$ 0.00

Shipping \$ 0.00

**Grand Total \$ 14,053.00**

## Terms & Conditions

- Customer agrees to pay any and all fees described herein.
- The provisions of Agreement constitute the entire agreement between the parties with respect to the subject matter and supersede all prior agreements, oral or written. No terms and conditions on any purchase or other document by Customer shall be deemed to modify or amend the Agreement.
- Receipt of purchase order indicates acceptance of IHT Privacy Policy found at <https://ihtusa.com/privacy-policy>
- Customer receives a one year warranty on the strap of the ZONE and a two-year warranty on the IHT ZONE Monitor. IHT agrees to replace any defective product within the time frame above from the date of delivery to customer. IHT offers a 30 day refund policy. Any order can be returned for a full refund within 30 days of date of delivery to the customer.
- If receiving on-site training, customer agrees to pay all travel related expenses. IHT will provide receipts for charges upon request.

Signature \_\_\_\_\_

Date \_\_\_\_\_

# Exhibit C





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

### **VENDOR QUALIFICATIONS**

No favoritism shall be extended to any vendor. The Purchasing and Materials Management 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 purchasing and materials manager, or their designees.

The superintendent, executive director of finance or purchasing and materials manager 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

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