

**SECOND AMENDMENT TO ASSESSMENT SERVICES AGREEMENT
BETWEEN RIVERSIDE ASSESSMENTS, LLC DBA RIVERSIDE INSIGHTS
AND POUDRE SCHOOL DISTRICT R-1**

This Second Amendment (“Amendment”) effective as of April 24, 2025, is attached to and forms part of the Assessment Services Agreement between Poudre School District R-1 (the “District”) and Riverside Assessments, LLC dba Riverside Insights (the “Contractor”) executed June 14, 2023 and the First Amendment to the Agreement executed July 1, 2024 (“Agreement”), both of which are attached and made part of this Amendment. To the extent that any of the terms or conditions contained in this Amendment may contradict with any of the terms or conditions of the attached Agreement, it is expressly understood and agreed that the terms of this Amendment shall take precedence and supersede the attached Agreement. The parties agree to amend the Contract by adding the following language:

1. **Purpose of Amendment.** This Amendment shall constitute the Second Amendment to the Agreement between the District and the Contractor. The purpose of this Second Amendment is to amend the terms and deliverables between the District and Contractor.
2. **Term of Agreement.**
 - 2.1. At the conclusion of the term dated June 30, 2025, as outlined in section 1.2 of the Agreement, the District and Contractor elect to extend the term of the Agreement beginning on July 1, 2025 through June 30, 2026.
3. **Amended Responsibilities.**
 - 3.1. Exhibit A is deleted hereby in its entirety.
 - 3.2. Replace Exhibit A with Contractor’s HECVAT Full Vendor Response and PSD’s Student Data Information Request for Software Services, hereby attached to this Second Amendment and made part of this Agreement.
 - 3.3. Exhibit B is deleted hereby in its entirety.
 - 3.4. Replace Exhibit B with Contractor’s Quote #968165, hereby attached to this Second Amendment and made part of this Agreement.
 - 3.5. Exhibit D is deleted hereby in its entirety.
 - 3.6. Replace Exhibit D with Contractor’s ESGIsoftware.com (WCAG) 2.1 Compliance Report and Riverside Insights Accessibility Conformance Report, hereby attached to this Second Amendment and made part of this Agreement.
 - 3.7. Section 11, Insurance, is deleted hereby in its entirety.
 - 3.8. Add Exhibit E with Contractor’s Poudre School District’s Tech Services with PII Insurance Coverages, 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.

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

RIVERSIDE ASSESSMENTS, LLC DBA
RIVERSIDE INSIGHTS

POUDRE SCHOOL DISTRICT R-1

By: Benjamin Jacks

Ben Jacks
Customer Support Manager

By:  Dave Montoya (Apr 28, 2025 11:59 MDT)

R. David Montoya
Chief Finance Officer

By: Amanda Kreiger
By: Amanda Kreiger (Apr 28, 2025 11:08 MDT)

Amanda Kreiger
Director of Curriculum and Instruction

Exhibit A

HECVAT - Full | Vendor Response

Vendor Response

DATE-01	Date	2/27/2024
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General Information

In order to protect the institution and its systems, vendors whose products and/or services (referred to as Community Vendor Assessment Toolkit (HECVAT)). Throughout this tool, anywhere where the term "data" reviewed by institutional security analysts upon submittal. This process will assist the institution in preventing federal laws. This is intended for use by vendors participating in a Third Party Security Assessment and shall

GNRL-01 through GNRL-08; populated by the Vendor

GNRL-01	Vendor Name	ESGI, LLC
GNRL-02	Product Name	ESGI
GNRL-03	Product Description	Web-based, progress monitoring
GNRL-04	Web Link to Product Privacy Notice	https://app.esgisoftware.com
GNRL-05	Web Link to Accessibility Statement or VPAT	https://www.vendor.com
GNRL-06	Vendor Contact Name	Ben Jacks
GNRL-07	Vendor Contact Title	Customer Support Manager
GNRL-08	Vendor Contact Email	support@esgisoftware.com
GNRL-09	Vendor Contact Phone Number	443.333.9898

GNRL-10	Vendor Accessibility Contact Name	Kellen Woods
GNRL-11	Vendor Accessibility Contact Title	Director of Product
GNRL-12	Vendor Accessibility Contact Email	kellen.woods@esgisoftwa
GNRL-13	Vendor Accessibility Contact Phone Number	443.333.9898
GNRL-14	Vendor Hosting Regions	See Instructions tab for gui
GNRL-15	Vendor Work Locations	See Instructions tab for gui

Instructions

Step 1: Complete the *Qualifiers* section first; responses in this section drive dictate question response re
Step 2: Complete each section, answering each set of questions in order from top to bottom; the built-in
Step 3: Submit the completed Higher Education Community Vendor Assessment Toolkit (HECVAT) to the

Qualifiers

Vendor Answers

The institution conducts Third Party Security Assessments on a variety of third parties. As such, not all as
implemented and allows for various parties to utilize this common documentation instrument. **Responses**
below.

QUAL-01	Does your product process protected health information (PHI) or any data covered by the Health Insurance Portability and Accountability Act?	No
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QUAL-02	Will institutional data be shared with or hosted by any third parties? (Any entity not wholly owned by your company is considered a third-party.)	No
QUAL-03	Do you have a well-documented Business Continuity Plan (BCP) that is tested annually?	Yes
QUAL-04	Do you have a well-documented Disaster Recovery Plan (DRP) that is tested annually?	Yes
QUAL-05	Is the vended product designed to process or store credit card information?	Yes
QUAL-06	Does your company provide professional services pertaining to this product?	Yes
QUAL-07	Select your hosting option.	4) AWS
Company Overview		Vendor Answers
COMP-01	Describe your organization's business background and ownership structure, including all parent and subsidiary relationships.	ESGI, LLC is a subsidiary of LLC does not have any subs

COMP-02	Have you had an unplanned disruption to this product/service in the past 12 months?	No
COMP-03	Do you have a dedicated Information Security staff or office?	Yes
COMP-04	Do you have a dedicated Software and System Development team(s)? (e.g., Customer Support, Implementation, Product Management, etc.)	Yes
COMP-05	Use this area to share information about your environment that will assist those who are assessing your company data security program.	
Documentation		
Vendor Answers		
DOCU-01	Have you undergone a SSAE 18/SOC 2 audit?	No
DOCU-02	Have you completed the Cloud Security Alliance (CSA) self assessment or CAIQ?	No

DOCU-03	Have you received the Cloud Security Alliance STAR certification?	No
DOCU-04	Do you conform with a specific industry standard security framework? (e.g., NIST Cybersecurity Framework, CIS Controls, ISO 27001, etc.)	Yes
DOCU-05	Can the systems that hold the institution's data be compliant with NIST SP 800-171 and/or CMMC Level 2 standards?	Yes
DOCU-06	Can you provide overall system and/or application architecture diagrams, including a full description of the data flow for all components of the system?	Yes
DOCU-07	Does your organization have a data privacy policy?	Yes
DOCU-08	Do you have a documented, and currently implemented, employee onboarding and offboarding policy?	Yes

DOCU-09	Do you have a documented change management process?	Yes
DOCU-10	Has a VPAT or ACR been created or updated for the product and version under consideration within the past year?	No
DOCU-11	Do you have documentation to support the accessibility features of your product?	No
IT Accessibility		Vendor Answers
ITAC-01	Has a third-party expert conducted an audit of the most recent version of your product?	No
ITAC-02	Do you have a documented and implemented process for verifying accessibility conformance?	Yes

ITAC-03	Have you adopted a technical or legal standard of conformance for the product in question?	Yes
ITAC-04	Can you provide a current, detailed accessibility roadmap with delivery timelines?	No
ITAC-05	Do you expect your staff to maintain a current skill set in IT accessibility?	Yes
ITAC-06	Do you have a documented and implemented process for reporting and tracking accessibility issues?	Yes
ITAC-07	Do you have documented processes and procedures for implementing accessibility into your development lifecycle?	Yes
ITAC-08	Can all functions of the application or service be performed using only the keyboard?	No

ITAC-09	Does your product rely on activating a special "accessibility mode," a "lite version," or accessing an alternate interface for accessibility purposes?	No
Assessment of Third Parties		
Vendor Answers		
THRD-01	Do you perform security assessments of third-party companies with which you share data? (e.g., hosting providers, cloud services, PaaS, IaaS, SaaS)	Yes
THRD-02	Provide a brief description for why each of these third parties will have access to institutional data.	Class rostering data shared
THRD-03	What legal agreements (i.e., contracts) do you have in place with these third parties that address liability in the event of a data breach?	Data Privacy Agreements c
THRD-04	Do you have an implemented third-party management strategy?	Yes

THRD-05	Do you have a process and implemented procedures for managing your hardware supply chain? (e.g., telecommunications equipment, export licensing, computing devices)	No
Consulting		Vendor Answers
CONS-01	Will the consulting take place on-premises?	No
CONS-02	Will the consultant require access to the institution's network resources?	No
CONS-03	Will the consultant require access to hardware in the institution's data centers?	No
CONS-04	Will the consultant require an account within the institution's domain (@*.edu)?	No
CONS-05	Has the consultant received training on (sensitive, HIPAA, PCI, etc.) data handling?	Yes
CONS-06	Will any data be transferred to the consultant's possession?	Yes

CONS-07	Is it encrypted (at rest) while in the consultant's possession?	Yes
CONS-08	Will the consultant need remote access to the institution's network or systems?	No
	Can we restrict that access based on source IP address?	
Application /Service Security		
Vendor Answers		
APPL-01	Are access controls for institutional accounts based on structured rules, such as role-based access control (RBAC), attribute-based access control (ABAC), or policy-based access control (PBAC)?	Yes
APPL-02	Are access controls for staff within your organization based on structured rules, such as RBAC, ABAC, or PBAC?	Yes
APPL-03	Does the system provide data input validation and error messages?	Yes

APPL-04	Are you using a web application firewall (WAF)?	No
APPL-05	Do you have a process and implemented procedures for managing your software supply chain (e.g., libraries, repositories, frameworks, etc.)	Yes
APPL-06	Are only currently supported operating system(s), software, and libraries leveraged by the system(s)/application(s) that will have access to institution's data?	Yes
APPL-07	If mobile, is the application available from a trusted source (e.g., App Store, Google Play Store)?	N/A
APPL-08	Does your application require access to location or GPS data?	No
APPL-09	Does your application provide separation of duties between security administration, system administration, and standard user functions?	Yes
APPL-10	Do you have a fully implemented policy or procedure that details how your employees obtain administrator access to institutional instance of the application?	Yes
APPL-11	Have your developers been trained in secure coding techniques?	Yes
APPL-12	Was your application developed using secure coding techniques?	Yes

APPL-13	Do you subject your code to static code analysis and/or static application security testing prior to release?	Yes
APPL-14	Do you have software testing processes (dynamic or static) that are established and followed?	Yes
Authentication, Authorization, and Accounting		
AAAI-01	Does your solution support single sign-on (SSO) protocols for user and administrator authentication?	1) Yes
AAAI-02	Does your solution support local authentication protocols for user and administrator authentication?	2) No
AAAI-03	Can you enforce password/passphrase aging requirements?	
AAAI-04	Can you enforce password/passphrase complexity requirements (provided by the institution)?	
AAAI-05	Does the system have password complexity or length limitations and/or restrictions?	

AAAI-06	Do you have documented password/passphrase reset procedures that are currently implemented in the system and/or customer support?	
AAAI-07	Does your organization participate in InCommon or another eduGAIN-affiliated trust federation?	No
AAAI-08	Does your application support integration with other authentication and authorization systems?	No
AAAI-09	Does your solution support any of the following web SSO standards? [e.g., SAML2 (with redirect flow), OIDC, CAS, or other]	Yes
AAAI-10	Do you support differentiation between email address and user identifier?	Yes
AAAI-11	Do you allow the customer to specify attribute mappings for any needed information beyond a user identifier? (e.g., Reference eduPerson, ePPA/ePPN/ePE)	No
AAAI-12	If you don't support SSO, does your application and/or user-frontend/portal support multi-factor authentication? (e.g., Duo, Google Authenticator, OTP, etc.)	
AAAI-13	Does your application automatically lock the session or log-out an account after a period of inactivity?	Yes

AAAI-14	Are there any passwords/passphrases hard-coded into your systems or products?	No
AAAI-15	Are you storing any passwords in plaintext?	No
AAAI-16	Does your application support directory integration for user accounts?	No
AAAI-17	Are audit logs available that include AT LEAST all of the following: login, logout, actions performed, and source IP address?	Yes
AAAI-18	Describe or provide a reference to the (a) system capability to log security/authorization changes as well as user and administrator security events (i.e., physical or electronic), such as login failures, access denied, changes accepted, and (b) all requirements necessary to implement logging and monitoring on the system. Include (c) information about SIEM/log collector usage.	All application events are logged service has a separate data store
AAAI-19	Describe or provide a reference to the retention period for those logs, how logs are protected, and whether they are accessible to the customer (and if so, how).	1. Full backup once a day <input checked="" type="checkbox"/> Saved to S3, sent to Glacier 2. Transactional backup every 15 minutes <input checked="" type="checkbox"/> contains all log records till backup <input checked="" type="checkbox"/> It allows the database to be restored to any point in time 3. Differential backup 12hrs
BCP – Respond to as many questions below as possible.		
Vendor Answers		
BCPL-01	Is an owner assigned who is responsible for the maintenance and review of the Business Continuity Plan?	Yes

BCPL-02	Is there a defined problem/issue escalation plan in your BCP for impacted clients?	Yes
BCPL-03	Is there a documented communication plan in your BCP for impacted clients?	Yes
BCPL-04	Are all components of the BCP reviewed at least annually and updated as needed to reflect change?	Yes
BCPL-05	Are specific crisis management roles and responsibilities defined and documented?	Yes
BCPL-06	Does your organization conduct training and awareness activities to validate its employees' understanding of their roles and responsibilities during a crisis?	Yes
BCPL-07	Does your organization have an alternative business site or a contracted Business Recovery provider?	No
BCPL-08	Does your organization conduct an annual test of relocating to an alternate site for business recovery purposes?	No
BCPL-09	Is this product a core service of your organization and, as such, the top priority during business continuity planning?	Yes
BCPL-10	Are all services that support your product fully redundant?	Yes

Change Management		Vendor Answers
CHNG-01	Does your Change Management process minimally include authorization, impact analysis, testing, and validation before moving changes to production?	Yes
CHNG-02	Does your Change Management process also verify that all required third-party libraries and dependencies are still supported with each major change?	Yes
CHNG-03	Will the institution be notified of major changes to your environment that could impact the institution's security posture?	Yes
CHNG-04	Do clients have the option to not participate in or postpone an upgrade to a new release?	No
CHNG-05	Do you have a fully implemented solution support strategy that defines how many concurrent versions you support?	No
CHNG-06	Does the system support client customizations from one release to another?	Yes

CHNG-07	Do you have a release schedule for product updates?	Yes
CHNG-08	Do you have a technology roadmap, for at least the next two years, for enhancements and bug fixes for the product/service being assessed?	No
CHNG-09	Is institutional involvement (i.e., technically or organizationally) required during product updates?	No
CHNG-10	Do you have policy and procedure, currently implemented, managing how critical patches are applied to all systems and applications?	Yes
CHNG-11	Do you have policy and procedure, currently implemented, guiding how security risks are mitigated until patches can be applied?	Yes
CHNG-12	Are upgrades or system changes installed during off-peak hours or in a manner that does not impact the customer?	Yes
CHNG-13	Do procedures exist to provide that emergency changes are documented and authorized (including after-the-fact approval)?	Yes

CHNG-14	Do you have an implemented system configuration management process? (e.g., secure "gold" images, etc.)	No
CHNG-15	Do you have a systems management and configuration strategy that encompasses servers, appliances, cloud services, applications, and mobile devices (company and employee owned)?	Yes
Data		
Vendor Answers		
DATA-01	Does the environment provide for dedicated single-tenant capabilities? If not, describe how your product or environment separates data from different customers (e.g., logically, physically, single tenancy, multi-tenancy)	Yes
DATA-02	Will the institution's data be stored on any devices (database servers, file servers, SAN, NAS, etc.) configured with non-RFC 1918/4193 (i.e., publicly routable) IP addresses?	No
DATA-03	Is sensitive data encrypted, using secure protocols/algorithms, in transport? (e.g., system-to-client)	Yes
DATA-04	Is sensitive data encrypted, using secure protocols/algorithms, in storage? (e.g., disk encryption, at-rest, files, and within a running database)	Yes
DATA-05	Do all cryptographic modules in use in your product conform to the Federal Information Processing Standards (FIPS PUB 140-3)?	No

DATA-06	At the completion of this contract, will data be returned to the institution and deleted from all your systems and archives?	No
DATA-07	Will the institution's data be available within the system for a period of time at the completion of this contract?	Yes
DATA-08	Can the institution extract a full or partial backup of data?	Yes
DATA-09	Are ownership rights to all data, inputs, outputs, and metadata retained by the institution?	Yes
DATA-10	Are these rights retained even through a provider acquisition or bankruptcy event?	Yes
DATA-11	In the event of imminent bankruptcy, closing of business, or retirement of service, will you provide 90 days for customers to get their data out of the system and migrate applications?	Yes
DATA-12	Are involatile backup copies made according to predefined schedules and securely stored and protected?	Yes
DATA-13	Do current backups include all operating system software, utilities, security software, application software, and data files necessary for recovery?	Yes

DATA-14	Are you performing off-site backups? (i.e., digitally moved off site)	Yes
DATA-15	Are physical backups taken off site? (i.e., physically moved off site)	No
DATA-16	Do backups containing the institution's data ever leave the institution's data zone either physically or via network routing?	No
DATA-17	Are data backups encrypted?	Yes
DATA-18	Do you have a cryptographic key management process (generation, exchange, storage, safeguards, use, vetting, and replacement) that is documented and currently implemented, for all system components? (e.g., database, system, web, etc.)	Yes
DATA-19	Do you have a media handling process that is documented and currently implemented that meets established business needs and regulatory requirements, including end-of-life, repurposing and data sanitization procedures?	No
DATA-20	Does the process described in DATA-19 adhere to DoD 5220.22-M and/or NIST SP 800-88 standards?	Yes
DATA-21	Is media used for long-term retention of business data and archival purposes stored in a secure, environmentally protected area?	No

DATA-22	Will you handle data in a FERPA-compliant manner?	Yes
DATA-23	Does your staff (or third party) have access to institutional data (e.g., financial, PHI or other sensitive information) through any means?	Yes
DATA-24	Do you have a documented and currently implemented strategy for securing employee workstations when they work remotely (i.e., not in a trusted computing environment)?	Yes
Datacenter		
Vendor Answers		
DCTR-01	<i>Does the hosting provider have a SOC 2 Type 2 report available?</i>	
DCTR-02	Are you generally able to accommodate storing each institution's data within their geographic region?	Yes
DCTR-03	<i>Are the data centers staffed 24 hours a day, seven days a week (i.e., 24 x 7 x 365)?</i>	
DCTR-04	<i>Are your servers separated from other companies via a physical barrier, such as a cage or hardened walls?</i>	
DCTR-05	<i>Does a physical barrier fully enclose the physical space, preventing unauthorized physical contact with any of your devices?</i>	

DCTR-06	Are your primary and secondary data centers geographically diverse?	Yes
DCTR-07	If outsourced or co-located, is there a contract in place to prevent data from leaving the institution's data zone?	No
DCTR-08	What tier level is your data center (per levels defined by the Uptime-Institute)?	
DCTR-09	Is the service hosted in a high-availability environment?	Yes
DCTR-10	Is redundant power available for all data centers where institutional data will reside?	
DCTR-11	Are redundant power strategies tested?	
DCTR-12	Describe or provide a reference to the availability of cooling and fire-suppression systems in all data centers where institution data will reside.	
DCTR-13	Do you have Internet Service Provider (ISP) redundancy?	

DCTR-14	<i>Does every data center where the institution's data will reside have multiple telephone company or network provider entrances to the facility?</i>	
DCTR-15	Are you requiring multi-factor authentication for administrators of your cloud environment?	No
DCTR-16	Are you using your cloud providers available hardening tools or pre-hardened images?	Yes
DCTR-17	Does your cloud vendor have access to your encryption keys?	No
DRP - Respond to as many questions below as possible.		Vendor Answers
DRPL-01	Describe or provide a reference to your Disaster Recovery Plan (DRP).	This Disaster Recovery Plan specifying individual responses specifying procedures to engage with management during an
DRPL-02	Is an owner assigned who is responsible for the maintenance and review of the DRP?	Yes
DRPL-03	Can the institution review your DRP and supporting documentation?	Yes

DRPL-04	Are any disaster recovery locations outside the institution's geographic region?	No
DRPL-05	Does your organization have a disaster recovery site or a contracted disaster recovery provider?	No
	Does your organization conduct an annual test of relocating to this site for disaster recovery purposes?	
DRPL-07	Is there a defined problem/issue escalation plan in your DRP for impacted clients?	Yes
DRPL-08	Is there a documented communication plan in your DRP for impacted clients?	Yes
DRPL-09	Describe or provide a reference to how your disaster recovery plan is tested. (i.e., scope of DR tests, end-to-end testing, etc.)	It has not been tested.
DRPL-10	Has the Disaster Recovery Plan been tested in the past year?	No
DRPL-11	Are all components of the DRP reviewed at least annually and updated as needed to reflect change?	Yes
Firewalls, IDS, IPS, and Networking		Vendor Answers

FIDP-01	Are you utilizing a stateful packet inspection (SPI) firewall?	No
FIDP-02	Is authority for firewall change approval documented? Please list approver names or titles in Additional Info	No
FIDP-03	Do you have a documented policy for firewall change requests?	No
FIDP-04	Have you implemented an Intrusion Detection System (network-based)?	No
FIDP-05	Have you implemented an Intrusion Prevention System (network-based)?	No
FIDP-06	Do you employ host-based intrusion detection?	No
FIDP-07	Do you employ host-based intrusion prevention?	No
FIDP-08	Are you employing any next-generation persistent threat (NGPT) monitoring?	No
FIDP-09	Do you monitor for intrusions on a 24 x 7 x 365 basis?	No

FIDP-10	Is intrusion monitoring performed internally or by a third-party service?	Yes
FIDP-11	Are audit logs available for all changes to the network, firewall, IDS, and IPS systems?	Yes
Policies, Procedures, and Processes		Vendor Answers
PPPR-01	Can you share the organization chart, mission statement, and policies for your information security unit?	No
PPPR-02	Do you have a documented patch management process?	Yes
PPPR-03	Can you accommodate encryption requirements using open standards?	Yes
PPPR-04	Are information security principles designed into the product lifecycle?	Yes
PPPR-05	Do you have a documented systems development life cycle (SDLC)?	Yes

PPPR-06	Will you comply with applicable breach notification laws?	Yes
PPPR-07	Will you comply with the institution's IT policies with regards to user privacy and data protection?	Yes
PPPR-08	Is your company subject to institution's geographic region's laws and regulations?	Yes
PPPR-09	Do you perform background screenings or multi-state background checks on all employees prior to their first day of work?	Yes
PPPR-10	Do you require new employees to fill out agreements and review policies?	Yes
PPPR-11	Do you have a documented information security policy?	Yes
PPPR-12	Do you have an information security awareness program?	Yes

PPPR-13	Is security awareness training mandatory for all employees?	Yes
PPPR-14	Do you have process and procedure(s) documented, and currently followed, that require a review and update of the access list(s) for privileged accounts?	Yes
PPPR-15	Do you have documented, and currently implemented, internal audit processes and procedures?	Yes
PPPR-16	Does your organization have physical security controls and policies in place?	No
Incident Handling		
Vendor Answers		
HFIH-01	Do you have a formal incident response plan?	Yes
HFIH-02	Do you either have an internal incident response team or retain an external team?	Yes
HFIH-03	Do you have the capability to respond to incidents on a 24 x 7 x 365 basis?	Yes
HFIH-04	Do you carry cyber-risk insurance to protect against unforeseen service outages, data that is lost or stolen, and security incidents?	Yes

Quality Assurance		Vendor Answers
QLAS-01	Do you have a documented and currently implemented Quality Assurance program?	No
QLAS-02	Do you comply with ISO 9001?	Yes
QLAS-03	Will your company provide quality and performance metrics in relation to the scope of services and performance expectations for the services you are offering?	No
QLAS-04	Do you incorporate customer feedback into security feature requests?	No
QLAS-05	Can you provide an evaluation site to the institution for testing?	No
Vulnerability Scanning		Vendor Answers
VULN-01	Are your systems and applications regularly scanned externally for vulnerabilities?	Yes
VULN-02	Have your systems and applications had a third-party security assessment completed in the last year?	No

VULN-03	Are your systems and applications scanned with an authenticated user account for vulnerabilities (that are remediated) prior to new releases?	Yes
VULN-04	Will you provide results of application and system vulnerability scans to the institution?	Yes
VULN-05	Describe or provide a reference to how you monitor for and protect against common web application security vulnerabilities (e.g., SQL injection, XSS, XSRF, etc.).	Yes
VULN-06	Will you allow the institution to perform its own vulnerability testing and/or scanning of your systems and/or application, provided that testing is performed at a mutually agreed upon time and date?	No
HIPAA - Optional based on QUALIFIER response.		
Vendor Answers		
HIPAA-01	<i>Do your workforce members receive regular training related to the HIPAA Privacy and Security Rules and the HITECH Act?</i>	
HIPAA-02	<i>Do you monitor or receive information regarding changes in HIPAA regulations?</i>	
HIPAA-03	<i>Has your organization designated HIPAA Privacy and Security officers as required by the rules?</i>	

<i>HIPAA-04</i>	<i>Do you comply with the requirements of the Health Information Technology for Economic and Clinical Health Act (HITECH)?</i>	
<i>HIPAA-05</i>	<i>Have you conducted a risk analysis as required under the Security Rule?</i>	
<i>HIPAA-06</i>	<i>Have you identified areas of risks?</i>	
<i>HIPAA-07</i>	<i>Have you taken actions to mitigate the identified risks?</i>	
<i>HIPAA-08</i>	<i>Does your application require user and system administrator password changes at a frequency no greater than 90 days?</i>	
<i>HIPAA-09</i>	<i>Does your application require users to set their own password after an administrator reset or on first use of the account?</i>	
<i>HIPAA-10</i>	<i>Does your application lock out an account after a number of failed login attempts?</i>	
<i>HIPAA-11</i>	<i>Does your application automatically lock or log-out an account after a period of inactivity?</i>	
<i>HIPAA-12</i>	<i>Are passwords visible in plain text, whether when stored or entered, including service level accounts (i.e., database accounts, etc.)?</i>	

<i>HIPA-13</i>	<i>If the application is institution-hosted, can all service level and administrative account passwords be changed by the institution?</i>	
<i>HIPA-14</i>	<i>Does your application provide the ability to define user access levels?</i>	
<i>HIPA-15</i>	<i>Does your application support varying levels of access to administrative tasks defined individually per user?</i>	
<i>HIPA-16</i>	<i>Does your application support varying levels of access to records based on user ID?</i>	
<i>HIPA-17</i>	<i>Is there a limit to the number of groups to which a user can be assigned?</i>	
<i>HIPA-18</i>	<i>Do accounts used for vendor-supplied remote support abide by the same authentication policies and access logging as the rest of the system?</i>	
<i>HIPA-19</i>	<i>Does the application log record access including specific user, date/time of access, and originating IP or device?</i>	
<i>HIPA-20</i>	<i>Does the application log administrative activity, such user account access changes and password changes, including specific user, date/time of changes, and originating IP or device?</i>	
<i>HIPA-21</i>	<i>How long does the application keep access/change logs?</i>	

<i>HIPAA-22</i>	<i>Can the application logs be archived?</i>	
<i>HIPAA-23</i>	<i>Can the application logs be saved externally?</i>	
<i>HIPAA-24</i>	<i>Do your data backup and retention policies and practices meet HIPAA requirements?</i>	
<i>HIPAA-25</i>	<i>Do you have a disaster recovery plan and emergency mode operation plan?</i>	
<i>HIPAA-26</i>	<i>Have the policies/plans mentioned above been tested?</i>	
<i>HIPAA-27</i>	<i>Can you provide a HIPAA compliance attestation document?</i>	
<i>HIPAA-28</i>	<i>Are you willing to enter into a Business Associate Agreement (BAA)?</i>	
<i>HIPAA-29</i>	<i>Have you entered into a BAA with all subcontractors who may have access to protected health information (PHI)?</i>	
PCI DSS		Vendor Answers

PCID-01	Do your systems or products store, process, or transmit cardholder (payment/credit/debt card) data?	Yes
PCID-02	Are you compliant with the Payment Card Industry Data Security Standard (PCI DSS)?	Yes
PCID-03	Do you have a current, executed within the past year, Attestation of Compliance (AoC) or Report on Compliance (RoC)?	No
PCID-04	Are you classified as a service provider?	Yes
PCID-05	Are you on the list of VISA approved service providers?	Yes
PCID-06	Are you classified as a merchant? If so, what level (1, 2, 3, 4)?	No
PCID-07	Describe the architecture employed by the system to verify and authorize credit card transactions.	Integration with Stripe
PCID-08	What payment processors/gateways does the system support?	Stripe, PayPal

PCID-09	Can the application be installed in a PCI DSS-compliant manner ?	No
PCID-10	Is the application listed as an approved Payment Application Data Security Standard (PA-DSS) application?	No
PCID-11	Does the system or products use a third party to collect, store, process, or transmit cardholder (payment/credit/debt card) data?	Yes
PCID-12	Include documentation describing the systems' abilities to comply with the PCI DSS and any features or capabilities of the system that must be added or changed in order to operate in compliance with the standards.	We adheres to PCI DSS standards for encryption, access controls,

	Version 3.05
	"product") will access and/or host institutional data must complete the Higher Education is used, this is an all-encompassing term including at least data and metadata. Answers will be iting breaches of protected information and comply with institutional policy and state and ould be completed by a vendor. Review the <i>Instructions</i> tab for further guidance.
	toring/student assessments software
	.com/privacy-policy
	n/vpat
	.
	m

ire.com

	Responses to the Assessment of Third Parties Section questions are not required.
	Provide a reference to your BCP and supporting documentation or submit it along with this fully populated HECVAT.
	Provide a reference to your DRP and supporting documentation or submit it along with this fully populated HECVAT.
	Based on your "Yes" response, you are required to fill out the PCI DSS section.
	0
	N/A
Additional Information	
Guidance	
our parent company, Riverside Assessments, LLC. ESGI, subsidiaries itself.	N/A

Information security officer, analysts, and general council	Describe your Information Security Office, including size, talents, resources, etc.
We have dedicated Product and Customer Support teams - Product team has 3 Product Managers, 1 QA Lead, and 1 UI/UX Designer; our CS team has 3 General CS Agents, 1 Tech Support Agent, 2 Implementing Agents, and 1 Customer Success Manager	Describe the structure and size of your Software and System Development teams. (e.g., Customer Support, Implementation, Product Management, etc.).
	N/A
Additional Information	
Guidance	
We completed a SOC2 readiness audit last year and are planning to complete the full SOC2 later this year	Describe any plans to undergo a SSAE 18 audit.
Considering for future implementation	Describe any plans to complete the CSA self assessment or CAIQ.

Considering for future implementation	Describe any plans to obtain CSA STAR certification.
NIST	Provide documentation on how your organization conforms to your chosen framework and indicate current certification levels, where appropriate.
By implementing the Security Controls offered by AWS such as encryption, access controls, network security, and logging and monitoring	if you have a third-party hosting provider, please provide how you comply with 800-171 where your third party uses a shared responsibility mode.
https://www.screenecast.com/t/ITHartA9Cs	Provide your diagrams (or a valid link to it) upon submission.
https://app.esgisoftware.com/privacy-policy	Provide your data privacy document (or a valid link to it) upon submission.
	Provide a reference to your employee onboarding and offboarding policy and supporting documentation or submit it along with this fully populated HECVAT.

Our change management policy establishes a structured approach to managing organizational changes, ensuring minimal disruptions and alignment with strategic objectives. Changes are identified through formal requests and assessed by a Change Review Board (CRB) based on predefined criteria. Approved changes are implemented by designated change agents following established procedures with	Summarize your current change management process.
We are in the process of bringing the product up to ADA compliance. Once completed a VPAT will be created.	Please state your plans (when and by whom) to complete a VPAT.
We plan on adding documentation around accessibility to our knowledge base by the end of the year.	Provide plans for any documentation that would make accessible content, features, and functions easily knowable by end users.
Additional Information	
We are scheduling pen and vulnerability audit for later this year.	Please provide plans (when and by whom) any audit is planned, if any or rationale if not.
Using tools like WAVE to identify issues and cross checking against WCAG and ADA.	Describe your processes and methodologies for validating accessibility conformance.

WCAG	Indicate which primary standards and comment upon any additional standards the product meets.
We are currently in process of creating an accessibility roadmap.	Please provide any plans to develop and share an accessibility product roadmap in the future.
Keeping up with industry standards with professional development.	Provide any further relevant information about how expertise is maintained; include any accessibility certifications staff may hold (e.g., IAAP WAS https://www.accessibilityassociation.org/certifications or DHS Trusted Tester https://section508.gov/test/trusted-tester).
When an issue is identified via WAVE it is logged for developers to fix.	Describe the process and any recent examples of fixes as a result of the process.
Our designs utilize WAVE to identify issues in designs.	Provide further details or multiple means in Additional Information.
This is something we are reviewing as part of our accessibility roadmap.	Indicate a plan to test the product; develop a roadmap for keyboard accessibility or any further context.

Additional Information	Guidance
We ensure that our partners, specifically AWS, meet security compliance.	Provide a summary of your practices that assures that the third party will be subject to the appropriate standards regarding security, service recoverability, and confidentiality.
between ESGI and Clever, ClassLink, and Aeries	N/A
completed with districts that ESGI works with, as request.	N/A
We are a SaaS cloud based product that focuses on risk assessment and mitigation in our 3rd party identification and selection strategy.	Provide additional information that may help analysts better understand your environment and how it relates to third-party solutions.

We are a SaaS based company with no provided hardware.	State your plans to create a process and implemented procedures for managing your hardware supply chain.
Additional Information	

		No need to answer CONS-09
Additional Information		Guidance
System admins have the ability to view and access user applications. Customer data can only be exported by super admins.		Describe available roles.
When mandatory fields are not met they are validated. When error messages occur within the application error messages are launched via modal.		Describe how your system(s) provide data input validation and error messages.

We are in the process of implementing a WAF now.	Describe compensating controls that protect your web application, if applicable.
All libraries, repos, architecture & framework is documented within our confluence knowledge base	Provide supporting documentation of your processes.
ESGI is web based and can be accessed from any PC (Windows), MAC computer or iPad tablet with internet connection using the following web browsers:	Please provide a list of all required dependencies.
	N/A
None at this time	Please indicate any future plans that would require access to this data
There is not a security administration at the customer/user level. System admins (district & school admins) have	Describe or provide a reference to the facilities available in the system to provide separation of duties between security administration and system administration functions.
Managed through Okta.	Describe or provide a reference that details how administrator access is handled (e.g., provisioning, principle of least privilege, deprovisioning, etc.).
Input Validation, Output Encoding, Session Management, Error Handling, Code Reviews and Security Testing,	Summarize your secure coding training.
Input Validation, Output Encoding, Session Management, Error Handling, Code Reviews and Security Testing,	Summarize your secure coding practices.

SonarCloud	Provide a list of all tools utilized during static code analysis or static application security testing.
Guidance	
SSO applicable to districts who utilize our Importing functionality to link their accounts via Clever or ClassLink	Describe how strong authentication is enforced (e.g., complex passwords, multifactor tokens, certificates, biometrics, aging requirements, re-use policy).
None at this time	Describe any plans to support local authentication modes.
	Answer "yes" if your product has internal limits to password complexity (max length, certain special characters unsupported, etc.)

No plans at this time.	Describe plans to participate in InCommon or another eduGAIN-affiliated trust federation.
None at this time	Describe any plans to support integration with other authentication and authorization systems.
Framework: we utilize the Spring Security SAML extension for SAML2 support. Information Exchange: SAML assertions are exchanged securely between the identity provider (IdP) and service provider (SP) using XML-based messages over HTTPS. Configuration: Our solution allows for easy integration with	State the web SSO standards supported by your solution and provide additional details about your support, including framework(s) in use, how information is exchanged securely, etc.
None at this time	Describe plans to allow customers to specify attribute mappings.
After 60min of inactivity	Describe the default behavior of this capability.

None at this time		Describe any plans to support external authentication services in place of local authentication.
gged in our system logs used serilog. Each server with the ser container with fluentbit that collects and aggregates all		N/A
<p>rier after 3mo ary 10min hat have not been included in the last transaction log be recovered to a specific point in time. s after full</p>		N/A
Additional Information		Guidance
Yes, the Director of Product Development		Provide additional details, as needed.

Yes, reviewed annually.	Summarize your defined problem/issue escalation plan contained in your BCP.
Various stakeholders own a role in escalation ladders and communication, laid out in internal documentation.	Summarize your documented communication plan contained in your BCP.
Yes, reviewed annually.	Describe your BCP component review strategy.
Various stakeholders own a role in escalation ladders and communication.	Summarize these crisis management roles and responsibilities.
Employee role and ownership are clearly outlined in onboarding.	Describe your training and awareness activities.
None that I know of.	Describe your plans to coordinate an alternative business site or contract with a business recovery provider?
Will consider for future implementation.	Describe your strategy to implement annual alternate site relocation testing.
ESGI is one of the core products of Riverside Insights and therefore included in BSP.	Provide a brief summary to support your selection.
Utilize redundant hosting through AWS.	Describe or provide references explaining how tertiary services are redundant (i.e., DNS, ISP, etc.).

Guidance	
Additional Information	
Project plans are authorized by team leads. Code is deployed to staging environment for regression testing. Deployment to production is authorized by management and slated for next scheduled release.	Indicate all procedures that are implemented in your CMP. (a) An impact analysis of the upgrade is performed. (b) The change is appropriately authorized. (c)
Monthly review of 3rd parties	Please describe your program to track these dependencies.
Large changes to security posture would be communicated to all customers via email.	State how and when the institution will be notified of major changes to your environment.
We support a single code base for all customers	Summarize why clients do not have alternative release options.
We only have a single version of the application in production. There are not concurrent versions of the application running simultaneously.	Clarify the lack of support strategy for concurrent versions in your product/service.
All settings and custom created content is static from one release to another.	Describe or provide reference to your solution support strategy in regard to maintaining client customizations from one release to another.

Bi-weekly	Provide a reference to this product's release schedule.
We have an internal roadmap (backend and frontend) but no public facing version.	State any plans to release a technology roadmap covering the next two years.
Critical bug fixes are applied within 24 hours and verified within staging environment before deploying to prod.	Summarize the policy and procedure(s) managing how critical patches are applied to systems and applications.
If risk is critical and usage of the application is problematic we put up maintenance page and block access until problem is mitigated. If issue is less impactful and isolated to single component workarounds are provided by CS	Summarize the policy and procedure(s) guiding risk mitigation practices before critical patches can be applied.
Peak hours: 8am - 8pm EDT.	Define current off-peak hours, including time zones as necessary.
All changes are documented within JIRA	Summarize implemented procedures ensuring that emergency changes are documented and authorized.

Our system configuration management process involves creating and maintaining secure "gold" images, which serve as standardized and hardened base configurations for our systems. These "gold" images are pre-configured with the necessary	Describe how system configuration management is currently handled in your environment.
All employees system access and permissions are managed through Okta and Workspace one.	Summarize your systems management and configuration strategy.
Additional Information	
Each individual set of licenses (district-wide purchase/setup, individual school site, or individual user) has access to their data only	Describe or provide a reference to how institution data is separated from that of other customers.
SSL ensures secure communication between clients and servers by encrypting data transmitted over the network. We enforce SSL/TLS protocols to establish a secure connection and protect against eavesdropping and data interception. Yes, sensitive data is encrypted both at rest and within a running database. We employ disk encryption techniques for at-rest encryption and transparent data encryption (TDE) within databases. Industry-standard encryption	Summarize your transport encryption strategy.
	Summarize your data encryption strategy and state what encryption options are available.
We do not have certificates.	Provide a detailed description of all non-conforming modules.

ESGI does not permanently delete data, but we do offer to return data to the institutions that we work with, on a per-request basis	State plans to implement capabilities for the Institution to retrieve their data.
1 year	State the length of time that the institution's data will be available in the system at the completion of the contract.
Requests can be made to customer support that are reviewed by management	Provide a general summary of how full and partial backups of data can be extracted.
https://app.esgisoftware.com/privacy-policy	Provide reference to your data ownership documentation.
NA	Provide references, as needed.
Via email to all customers	State how the institution will be notified of imminent termination.
1. Full backup once a day <input checked="" type="checkbox"/> Saved to S3, sent to Glacier after 3mo 2. Transactional backup every 10min <input checked="" type="checkbox"/> contains all log records that have not been included in	If your strategy uses different processes for services and data, ensure that all strategies are clearly stated and supported Decrbe your overall strategy to accomplish these elements.
All necessary files and data for recovery are included in backups.	

All data is hosted offsite via AWS	Summarize your off site backup strategy.
None at this time	State any plans to implement off site physical backups in your environment.
Encryption algorithms, encryption keys, secure Key Managementupdate	Summarize the encryption algorithm/strategy you are using to secure backups.
key generation, key distribution, key storage, key usage, key rotation, key revocation, key destruction, auditing and monitoring	Summarize your cryptographic key management process.
All media is managed by AWS	Provide a detailed summary of media handling processes that do exist.
	0
AWS manages all archival of data as they host.	State plans to store long-term media in environmentally protected areas.

ESGI uses Amazon Web Services (AWS) to handle/store Personally Identifiable Information (PII), as part of FERPA compliance	Describe how FERPA compliance is integrated into your process and procedures.
Yes, ESGI has access to PII data from the institutions that we work with	Summarize what access staff (or third parties) have to institutional data.
Workspace one	Provide a detailed summary outlining the security controls implemented to protect the institution's data.
Additional Information	
	0

AWS Virginia and AWS NorthWest (Seattle)	State your primary and secondary data center locations. For cloud infrastructures, state the primary and secondary zones.
	Review the Uptime Institute's level/tier direction provided on their website if you need addition information.
AWS hosting	Provide a summary to support your response selection.
	Ensure that all parts of DCTR-12 are clearly stated in your response.
	State the ISP provider(s) in addition to the number of ISPs that provide connectivity.

We are tentatively having this completed in Q3 of 2024	Describe plans to implement MFA.
	0
Additional Information	
<p>DRP) specifies emergency response procedures, including ability for responding to emergency situations and able team members to communicate with each other and and after an emergency</p> <p>Kellen Woods Director of Product Development</p> <p>Please see DRPL-01</p>	N/A
	State the responsible owner or position title.
	Provide DRP with your submission of this fully populated HECVAT.

		0
Provide maintenance page for users communicating situation and next steps	Describe your recovery plans if your primary location is unavailable.	
	State plans to implement disaster recovery relocation testing.	
risk assessment, business impact analysis (BIA), recovery objectives and priorities, response procedures, backup and recovery strategies, alternate facilities and resources information will be communicated before, during, and after a disaster to stakeholders, employees, customers, and vendors. It includes contact information, communication channels, escalation procedures, and predefined messages	Summarize your problem/issue escalation plan.	
	Summarize your documented communication plan in your DRP.	
	N/A	
Hopefully by years end.	State the date of your next planned DRP test.	
They are reviewed annually by the appropriate stakeholders.	Summarize your DRP review and update processes and/or procedures.	
Additional Information		Guidance

Considering for the future.	Describe any plans to implement a SPI firewall.
See above	Describe how firewall changes are approved.
See above	Describe your plans to implement a documented policy for firewall change requests.
Looking to implement by years end.	Describe your plan to implement a Intrusion Detection System in your environment.
Looking to implement by years end.	Describe your plan to implement a Intrusion Prevention System in your environment.
Looking to implement by years end.	Describe your plan to implement host-based Intrusion Detection System capabilities in your environment.
Looking to implement by years end.	Describe your plan to implement host-based Intrusion Prevention System capabilities in your environment.
Looking to implement by years end.	Describe your intent to implement NGPT monitoring.
See above	State plans to implement 24 x 7 x 365 intrusion monitoring in your environment(s).

		0
we use the Serilog library for logging.		
Each server with the service has a separate docker container with fluentbit		Describe your current network systems logging strategy.
Additional Information		Guidance
We do not have an org chart for the security unit mission statement. Related info can be found within our privacy agreement: https://app.esgisoftware.com/privacy-policy .		Provide a brief summary for this response.
Critical bug fixes are applied within 24 hours and verified within staging environment before deploying to prod. If risk is critical and usage of the application is problematic we put in maintenance page and block access until problem		0
		0
Identifying and mitigating security risks, adhering to secure development practices, conducting security testing and validation, implementing secure configurations, providing ongoing security updates and patches and ensuring		Summarize the information security principles designed into the product lifecycle.
Planning, Analysis, Design, Implementation, Testing, Deployment, Maintenance		Briefly summarize your SDLC or provide a link or attachment.

within 48hrs of breach	State how quickly the institution will be notified of a data breach or security incident.
ESGI enters Data Privacy Agreements with all the institutions that we work with, upon request	State that you have reviewed the institution's IT policies with regards to user privacy and data protection.
	0
Background checks are part of the employee onboarding process.	Summarize your background check practices.
Employment Agreement, Code of Conduct/Ethics Policy, Information Security Policy, Acceptable Use Policy (AUP), Anti-Harassment and Anti-Discrimination Policy, Health and Safety Policy	Summarize the required agreements and reviewed policies.
https://app.esgisoftware.com/privacy-policy	Provide a reference to your information security policy or submit documentation with this fully populated HECVAT.
Employees complete security training on an annual basis.	Summarize your information security awareness program.

Employees complete security training on an annual basis.	Summarize your security awareness training content and state how frequently employees are required to undergo security awareness training.
Managed through Okta.	Provide a brief summary and the implement review interval.
Completed SOC2 readiness last year and SOC2 this year. Conduct formal user access, change management, and cyber security audits.	Summarize your internal audit processes and procedures.
We are a remote company.	Describe your intent to implement physical security controls and policies.
Additional Information	
Incident Detection: We employ robust monitoring systems to promptly detect any unusual activities or security breaches within our platform. This includes real-time monitoring of system logs, network traffic, and user activity.	Summarize or provide a link to your formal incident response plan.
Incident Detection: We employ robust monitoring systems to promptly detect any unusual activities or security breaches within our platform. This includes real-time monitoring of system logs, network traffic, and user activity.	Summarize your incident response and reporting processes.
We have 24/7 availability to attend to all	Summarize your internal approach or reference your third-party contractor.
\$5M Cyber Insurance through Hartford Fire Insurance Company	Describe the coverage in place for this product.

Additional Information		Guidance
We have a QA program, but it is not publically documented.		0
Not officially certified.		If certified, provide supporting documentation.
Considering for future implementation		State plans to provide quality and performance metrics for this service.
		0
Typically, ESGI does not provide "test accounts" for institutions that we work with		State plans to provide an evaluation site in the future.
Additional Information		Guidance
We utilize SonarCloud for system and code vulnerability detection		Describe your external application vulnerability scanning strategy.
We are tentatively having this completed in Q3 of 2024		State plans to have your systems and applications assessed by a third party.

We utilize SonarCloud for system and code vulnerability detection	Provide a brief description.
ESGI and our parent company, Riverside Assessments, LLC would likely be able to provide this, upon the institution's request	Provide a reference to security scan documentation.
WAF	0
We do not offer external customer vulnerability scanning.	Provide a brief summary for your response.
Additional Information	
	Refer to HIPAA regulations documentation for supplemental guidance in this section.
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Additional Information	
Guidance	

0	0		0	0		N/A	N/A

Stripe		0
standards through robust security measures such as , and regular assessments.		N/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.*

ESGI - progress monitoring/student assessments software.

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.*

IP Addresses of users, use of cookies, etc; meta data on user interaction with application; observation data; student gender; student school enrollment, student grade level; schedule - teacher names; student first/last name.

<i>Student</i>	<i>Teacher</i>	<i>Admin</i>	<i>Meta Data</i>
See list above.	Teacher is end user.		

3. What is the purpose of collecting student data?

For progress monitoring and reporting purposes, for teachers, specialists, and school site/district administrators.

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

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

Amazon Web Services (AWS)

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

Secured storage/backup of data.

6. Please provide:

- Current quote (if available)

Quote #968165: \$1,402.00 total (attached in email).

- Tiered pricing for future purchases

Teacher pricing (tiered): \$247/license for District-wide purchase, \$260/license for School Site-wide purchase, \$274/license for individual purchase.

- Name and email for contract notices

Ben Jacks, support@esgisoftware.com

- Name and title of person who will sign the contract

Ben Jacks, Customer Support Manager

- Does the system allow integration for rostering?

☒ Yes ☐ No

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

ESGI's Importing team will handle class rostering integration via Clever or ClassLink, if the district purchases 20 or more licenses.

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



support@esgisoftware.com

Phone (443) 333-9898

Quote # 968165
Quote Prepared: 02/12/2025
Quote Expires: 05/12/2025

Prepared For: Kandy Flynn
State: Colorado
District: POUDRE SCHOOL DISTRICT R-1
School: CACHE LA POUDRE ELEMENTARY SCHOOL

QUOTE

Qty	Description	Notes	List Price	Disc Price	Amount
2	ESGI 12-Month License (max. 35 students)		\$274.00	\$259.00	\$518.00
1	ESGI 12-Month Specialist License (max. 50 students)		\$347.00	\$330.00	\$330.00
1	ESGI 12-Month Specialist License (max. 100 students)		\$406.00	\$386.00	\$386.00
6	Additional Students	Additional students for Cordell (student max = 41)	\$8.00	\$8.00	\$48.00
15	Additional Students	Additional students for Ostroski (student max = 50)	\$8.00	\$8.00	\$120.00
				Total	\$1402.00

ORDER FORM

Complete all required information below and send this form with your PO or check.

REMIT PURCHASE ORDER:
support@esgisoftware.com

REMIT CHECK TO ESGI:
PO Box 7410689
Chicago, IL 60674-0689

CREDIT CARD & ACH:
Available upon request

ACTIVATION CODE CONTACT (*Required)

Name: _____

Email: _____

ACCOUNTS PAYABLE CONTACT (*Required)

Phone: _____

Email: _____

- AFTER YOUR ORDER IS PROCESSED, AN ACTIVATION CODE EMAIL WILL BE SENT TO THE CONTACT LISTED TO DISTRIBUTE TO TEACHERS.
- THE INVOICE WILL BE SENT TO THE ACCOUNTS PAYABLE CONTACT.
- SCHOOL AND DISTRICT ADMIN ACCOUNT EXPIRATION DATES WILL BE UPDATED WHEN A TEACHER HAS APPLIED THE ACTIVATION CODE.
- IF YOUR ORDER INCLUDES SPECIALIST ACCOUNTS, A SEPARATE EMAIL WILL FOLLOW WITH SPECIFIC DIRECTIONS.

NOTES:

Exhibit D

ESGIsoftware.com

Web Content Accessibility Guidelines (WCAG) 2.1 Compliance Report

This document provides an overview of the WCAG 2.1 compliance of the <https://esgisoftware.com> website. The site has been evaluated for conformance to WCAG 2.1 Level AA standards to show its level of readiness for users with disabilities access and use the content effectively. Below is the compliance checklist:

Already implemented:

Certification Requirement	Level	Brief Description	Example	Certification Compliance
Adaptable				
Info and Relationships	A	<ul style="list-style-type: none">Information, structure, and relationships conveyed through presentation can be programmatically determined or are available in text.Sighted users perceive structure and relationships through various visual cues — headings are often in a larger, bold font separated from paragraphs by blank lines; list items are preceded by a bullet and perhaps indented; paragraphs are separated by a blank line and so on.	<ul style="list-style-type: none">Using proper HTML tags and attributes to convey the structure of content, such as using heading tags for titles and list tags for lists, ensuring assistive technologies can interpret the content correctly:<ul style="list-style-type: none">A form with required fieldsA form that uses color and text to indicate required fieldsA bus schedule table where the headers for each cell can be programmatically determinedA form where the labels for the checkboxes can be programmatically determined	ALREADY IMPLEMENTED
Meaningful Sequence	A	<ul style="list-style-type: none">Ensure the correct reading sequence of content can be programmatically determined, maintaining meaningful content order for all users.	<ul style="list-style-type: none">Example 1: In a multi-column document, the linear presentation of the content flows from the top of a column to the bottom of the column, then to the top of the next column.Example 2: CSS is used to position a navigation bar, the main story on a page, and a side story. The visual presentation of the sections does not match the programmatically determined order, but the meaning of the page does not depend on the order of the sections.	ALREADY IMPLEMENTED

Orientation	AA	<ul style="list-style-type: none"> Avoid restricting content to a single display orientation, ensuring it can be viewed and operated effectively in both portrait and landscape orientations. 	<ul style="list-style-type: none"> Example 1: Online video site A video is shown in either portrait or in landscape based on the user's chosen orientation. Example 2: Messaging website A messaging website can display messages in both portrait and landscape orientations. Example 3: eReader web app An eReader web app can display the contents of a book in both portrait and landscape orientation. 	<div>ALREADY IMPLEMENTED</div> <p>Implemented by design</p>
Distinguishable				
Use of Color	A	<ul style="list-style-type: none"> Ensure that color is not the only means of conveying information, indicating an action, prompting a response, or distinguishing a visual element. 	<ul style="list-style-type: none"> Instead of indicating required form fields solely by using red color, provide an asterisk (*) or other symbol next to the field label. 	<div>ALREADY IMPLEMENTED</div>
Contrast (Minimum)	AA	<ul style="list-style-type: none"> Ensure that text and images of text have a sufficient color contrast ratio of at least 4.5:1 against their background to be easily readable by users with low vision or color blindness. Except for the following: <ul style="list-style-type: none"> Large TextLarge-scale text and images of large-scale text have a contrast ratio of at least 3:1; IncidentalText or images of text that are part of an inactive user interface component, that are pure decoration, that are not visible to anyone, or that are part of a picture that contains significant other visual content, have no contrast requirement. LogotypesText that is part of a logo or brand name has no contrast requirement. 	<ul style="list-style-type: none"> Ensure that text on your website has a sufficient color contrast ratio against its background, such as black text on a white background or vice versa. 	<div>ALREADY IMPLEMENTED</div>
Reflow	AA	<ul style="list-style-type: none"> Content can be presented without loss of information or functionality, and without requiring scrolling in two dimensions for: <ul style="list-style-type: none"> Vertical scrolling content at a width equivalent to 320 CSS pixels; Horizontal scrolling content at a height equivalent to 256 CSS pixels. Except for parts of the content which require two-dimensional layout for usage or meaning. 	<ul style="list-style-type: none"> Design your website using responsive design techniques so that content adjusts and reflows smoothly when viewed on different devices, such as desktops, tablets, and smartphones. 	<div>ALREADY IMPLEMENTED</div> <p>ESGI app supports only 744 pixels</p>

Non-text Contrast	AA	<ul style="list-style-type: none"> The visual presentation of the following have a contrast ratio of at least 3:1 against adjacent color(s): <ul style="list-style-type: none"> User Interface Components - Visual information required to identify user interface components and states, except for inactive components or where the appearance of the component is determined by the user agent and not modified by the author Graphical Objects - Parts of graphics required to understand the content, except when a particular presentation of graphics is essential to the information being conveyed. 	<ul style="list-style-type: none"> Ensure that buttons, icons, and graphical elements have a contrast ratio of at least 3:1 against adjacent backgrounds, making them easily perceivable for users with visual impairments. 	ALREADY IMPLEMENTED
Text Spacing	AA	<ul style="list-style-type: none"> In content implemented using markup languages that support the following text style properties, no loss of content or functionality occurs by setting all of the following and by changing no other style property: <ul style="list-style-type: none"> Line height (line spacing) to at least 1.5 times the font size; Spacing following paragraphs to at least 2 times the font size; Letter spacing (tracking) to at least 0.12 times the font size; Word spacing to at least 0.16 times the font size. 	<ul style="list-style-type: none"> Allow users to adjust line spacing and letter spacing in the text settings of your website to accommodate their preferences for readability. 	ALREADY IMPLEMENTED
Content on Hover or Focus	AA	<ul style="list-style-type: none"> Ensure that content that appears on hover or focus can be dismissed by the user without causing additional changes to the page or interrupting their workflow 	<ul style="list-style-type: none"> If additional content appears on hover or focus, provide users with a way to dismiss or hide it without disrupting their browsing experience, such as a close button or clicking away from the content. 	ALREADY IMPLEMENTED
Navigable				
Page Titled	A	<ul style="list-style-type: none"> Web pages have titles that describe the topic or purpose of the content 	<ul style="list-style-type: none"> Each webpage in a website has a descriptive title that accurately reflects its content, helping users understand the purpose of the page when navigating with a screen reader or browser tabs. 	ALREADY IMPLEMENTED
Focus Order	A	<ul style="list-style-type: none"> The sequence in which elements receive focus is consistent and logical. 	<ul style="list-style-type: none"> When navigating a form using the "Tab" key, the focus moves logically from one input field to the next in the order of their appearance on the page, ensuring a predictable tab order for keyboard users. 	ALREADY IMPLEMENTED
Link Purpose (In Context)	A	<ul style="list-style-type: none"> The purpose of each link can be determined from the link text alone or from the link text together with its surrounding context 	<ul style="list-style-type: none"> A hyperlink with the text "Read more" is accompanied by additional descriptive text indicating what content will be accessed when the link is clicked, providing users with clear information about the link's purpose. 	ALREADY IMPLEMENTED

Headings and Labels	AA	<ul style="list-style-type: none"> Headings and labels describe topic or purpose 	<ul style="list-style-type: none"> Each section of a webpage is marked up with descriptive headings, and form elements are associated with labels, ensuring that users can quickly understand the structure and purpose of the content. 	ALREADY IMPLEMENTED
Input Modalities				
Pointer Cancellation	A	<ul style="list-style-type: none"> For functionality that can be operated using a single pointer, at least one of the following is true: No Down-Event, Abort or Undo, Up Reversal, Essential: If an action is reversible and initiated by mistake, the action can be undone 	<ul style="list-style-type: none"> A draggable item on a webpage can be canceled by releasing the mouse button or lifting the finger from the touchscreen, allowing users to abort the action if it was initiated accidentally. 	ALREADY IMPLEMENTED
Label in Name	A	<ul style="list-style-type: none"> For user interface components with labels that include text or images of text, the name contains the text that is presented visually 	<ul style="list-style-type: none"> A button with the label "Submit Form" has the accessible name "Submit Form," ensuring that screen reader users can identify the purpose of the button based on its accessible name 	ALREADY IMPLEMENTED
Target Size (Minimum)	AA	<ul style="list-style-type: none"> The size of the target for pointer inputs is at least 24 by 24 CSS pixels Except when: <ul style="list-style-type: none"> Equivalent: The target is available through an equivalent link or control on the same page Inline: The target is in a sentence or block of text Inline: The target is in a sentence or its size is otherwise constrained by the line-height of non-target text; User-agent control: The size of the target is determined by the user agent and is not modified by the author; Essential: A particular presentation of the target is essential or is legally required for the information being conveyed. 	<ul style="list-style-type: none"> The clickable area of a button on a touchscreen device is at least 24 by 24 pixels, ensuring that users with limited dexterity or precision can still interact with the button comfortably. 	ALREADY IMPLEMENTED
Readable				
Language of Page	A	<ul style="list-style-type: none"> The default human language of each Web page can be programmatically determined 	<ul style="list-style-type: none"> The HTML tag <html lang="en"> specifies that the default language of the webpage is English, allowing assistive technologies to correctly interpret the language of the content. 	ALREADY IMPLEMENTED
Language of Parts	AA	<ul style="list-style-type: none"> If the human language of each passage or phrase in the content can be programmatically determined except for proper names, technical terms, words of indeterminate language, and words or phrases that have become part of the vernacular of the immediately surrounding text, the human language of each such passage or phrase can be programmatically determined. 	<ul style="list-style-type: none"> Within a webpage that contains text in multiple languages, each language switch is properly tagged with the appropriate language attribute (e.g., Bonjour for French text), ensuring that screen readers announce the text in the correct language to users. 	ALREADY IMPLEMENTED

Predictable

On Focus	A	<ul style="list-style-type: none"> When a user interface component receives focus, it does not initiate a change of context 	<ul style="list-style-type: none"> In a web application, when a user navigates to a form field using the Tab key, the focus movement does not trigger automatic page reloads or changes in content, maintaining a consistent user experience. 	ALREADY IMPLEMENTED
On Input	A	<ul style="list-style-type: none"> Changing the setting of any user interface component does not automatically cause a change of context unless the user has been advised of the behavior before using the component 	<ul style="list-style-type: none"> In an online shopping cart, changing the quantity of items in the cart does not automatically trigger a checkout process. Instead, users are informed that updating the quantity will not affect the checkout process until they explicitly proceed to checkout 	ALREADY IMPLEMENTED
Consistent Navigation	AA	<ul style="list-style-type: none"> Navigational mechanisms that are repeated on multiple Web pages within a set of Web pages occur in the same relative order each time they are repeated, unless a change is initiated by the user 	<ul style="list-style-type: none"> A website's navigation menu consistently appears in the same order across all pages, allowing users to predict the location of specific sections or pages within the site 	ALREADY IMPLEMENTED
Consistent Identification	AA	<ul style="list-style-type: none"> Components that have the same functionality within a set of Web pages are identified consistently. 	<ul style="list-style-type: none"> Buttons with similar functionality, such as "Submit" buttons on forms, are consistently labeled and styled throughout a website, ensuring users can easily recognize and interact with them 	ALREADY IMPLEMENTED
Consistent Help	A	<ul style="list-style-type: none"> Context-sensitive help is available for all user interface components 	<ul style="list-style-type: none"> A web application provides contextual help icons next to complex features or functions. When users hover over the help icon, a tooltip appears with detailed explanations or links to relevant documentation, ensuring consistent access to help resources throughout the application. 	ALREADY IMPLEMENTED

Input Assistance

Error Identification	A	<ul style="list-style-type: none"> The system should clearly identify errors made by the user during interaction, providing feedback on what went wrong 	<ul style="list-style-type: none"> If a user submits a form with missing required fields, the system should highlight those fields and display an error message indicating the missing information. 	ALREADY IMPLEMENTED
Labels or Instructions	A	<ul style="list-style-type: none"> All form fields and interactive elements should be adequately labeled or accompanied by clear instructions to help users understand their purpose and how to interact with them 	<ul style="list-style-type: none"> A registration form includes labels next to each input field specifying the required information, such as "Email Address," "Password," and "Confirm Password." 	ALREADY IMPLEMENTED
Error Suggestion	AA	<ul style="list-style-type: none"> The system should offer suggestions or guidance to users on how to correct errors they have made, enhancing the user experience and reducing frustration 	<ul style="list-style-type: none"> When a user misspells a word in a search query, the system may suggest alternative spellings or provide auto-correction options. 	ALREADY IMPLEMENTED

Error Prevention (Legal, Financial, Data)	AA	<ul style="list-style-type: none"> Measures should be implemented to prevent critical errors related to legal, financial, or data-related actions, ensuring accuracy and compliance 	<ul style="list-style-type: none"> Before finalizing a financial transaction, the system may prompt the user to confirm their action and provide additional information to verify the transaction's legitimacy 	ALREADY IMPLEMENTED
Redundant Entry	A	<ul style="list-style-type: none"> Users should not be required to enter the same information multiple times, minimizing redundancy and streamlining the user experience 	<ul style="list-style-type: none"> A checkout process should allow users to save their billing and shipping information for future purchases, eliminating the need to re-enter this data for each transaction. 	ALREADY IMPLEMENTED
Accessible Authentication (Minimum)	AA	<ul style="list-style-type: none"> Authentication processes should be accessible to users with disabilities, ensuring that everyone can securely access the system 	<ul style="list-style-type: none"> Providing alternative authentication methods, such as email or SMS verification, in addition to traditional password-based authentication 	ALREADY IMPLEMENTED
Compatible				
Name, Role, Value	A	<ul style="list-style-type: none"> Interactive elements such as form fields, buttons, and other controls should have programmatically determinable names, roles, and values, enabling assistive technologies to accurately interpret and interact with them 	<ul style="list-style-type: none"> A submit button on a form should have an accessible name such as "Submit" and provide a role indicating its function as a button. Additionally, its value attribute should accurately describe its purpose, such as "Submit Form." 	ALREADY IMPLEMENTED
Status Messages	AA	<ul style="list-style-type: none"> Status messages and alerts generated by the system should be programmatically determinable and available to assistive technologies, ensuring that users are notified of important updates or changes in the content 	<ul style="list-style-type: none"> When submitting a form, if there are errors in the input data, the system should generate a status message indicating the error and make it accessible to screen readers or other assistive devices. 	ALREADY IMPLEMENTED

To Be Implemented:

Certification Requirement	Level	Brief Description	Example
Non-text Content	A	<ul style="list-style-type: none"> Ensure all non-text content has a text alternative that conveys its purpose. Exceptions apply to certain situations, such as controls, tests, sensory content, and CAPTCHA. 	<ul style="list-style-type: none"> Providing descriptive alt text for images and descriptive identification for time-based media like audio and video.

Info and Relationships	A	<ul style="list-style-type: none"> Information, structure, and relationships conveyed through presentation can be programmatically determined or are available in text. Sighted users perceive structure and relationships through various visual cues — headings are often in a larger, bold font separated from paragraphs by blank lines; list items are preceded by a bullet and perhaps indented; paragraphs are separated by a blank line and so on. 	<ul style="list-style-type: none"> Using proper HTML tags and attributes to convey the structure of content, such as using heading tags for titles and list tags for lists, ensuring assistive technologies can interpret the content correctly: <ul style="list-style-type: none"> A form with required fields A form that uses color and text to indicate required fields A bus schedule table where the headers for each cell can be programmatically determined A form where the labels for the checkboxes can be programmatically determined
Sensory Characteristics	A	<ul style="list-style-type: none"> Provide instructions and content understanding that do not rely solely on sensory characteristics, such as shape, color, size, visual location, orientation, or sound, ensuring accessibility for users with various sensory abilities Describe controls by name, not just by appearance or location 	<ul style="list-style-type: none"> Using descriptive labels for controls instead of relying on visual cues like color or shape.
Identify Input Purpose	AA	<ul style="list-style-type: none"> Ensure the purpose of each input field collecting user information can be programmatically determined, improving accessibility for users interacting with form elements. 	<ul style="list-style-type: none"> A contact form using autofill <p>A contact form auto-fills in the fields for name, street, post code, city, telephone number and email address from autofill values stored in the user's browser.</p> <ul style="list-style-type: none"> An order form with separate billing and shipping address <p>A product order form fills in the address fields for billing address and a separate set of address fields for the shipping address, using the autofill detail tokens 'billing' and 'shipping'</p> <ul style="list-style-type: none"> A contact form using icons <p>A browser plugin to add icons inserts icons representing the person's name, home address, telephone number and email address to identify the input purpose visually.</p>
Resize Text	AA	<ul style="list-style-type: none"> Allow users to resize text up to 200 percent using browser controls without causing text to become clipped, obscured, or unreadable. 	<ul style="list-style-type: none"> Allow users to resize text using browser controls without causing text to overlap or become obscured.
Text Spacing	AA	<ul style="list-style-type: none"> In content implemented using markup languages that support the following text style properties, no loss of content or functionality occurs by setting all of the following and by changing no other style property: <ul style="list-style-type: none"> Line height (line spacing) to at least 1.5 times the font size; Spacing following paragraphs to at least 2 times the font size; Letter spacing (tracking) to at least 0.12 times the font size; Word spacing to at least 0.16 times the font size. 	<ul style="list-style-type: none"> Allow users to adjust line spacing and letter spacing in the text settings of your website to accommodate their preferences for readability.

Keyboard	A	<ul style="list-style-type: none"> All functionality of the content is operable through a keyboard interface without requiring specific timings for individual keystrokes, except where the underlying function requires input that depends on the path of the user's movement and not just the endpoints 	<ul style="list-style-type: none"> A web application allows users to navigate through menu items and interact with form fields using only the keyboard. Users can use the Tab key to move between interactive elements and the Enter key to activate them.
No Keyboard Trap	A	<ul style="list-style-type: none"> If keyboard focus can be moved to a component of the page using a keyboard interface, then focus can be moved away from that component using only a keyboard interface, and, if it requires more than unmodified arrow or tab keys or other standard exit methods, the user is advised of the method for moving focus away 	<ul style="list-style-type: none"> After focusing on a modal dialog box using the keyboard, users can press the Escape key to close the dialog and return focus to the previous element on the page.
Character Key Shortcuts	A	<ul style="list-style-type: none"> If a keyboard shortcut is implemented in content using only letter (including upper- and lower-case letters), punctuation, number, or symbol characters, then at least one of the following is true: 1) a mechanism is available to turn the shortcut off; 2) the shortcut can be remapped to use one or more non-printable keyboard characters (e.g., Ctrl, Alt, etc.); 3) the shortcut is only active when that component has focus 	<ul style="list-style-type: none"> In a web application, the shortcut "Ctrl+S" for saving content can be disabled or remapped by the user. Alternatively, the shortcut is active only when the relevant component, such as a text editor, has focus, preventing conflicts with browser or system shortcuts
Page Titled	A	<ul style="list-style-type: none"> Web pages have titles that describe the topic or purpose of the content 	<ul style="list-style-type: none"> Each webpage in a website has a descriptive title that accurately reflects its content, helping users understand the purpose of the page when navigating with a screen reader or browser tabs.
Multiple Ways	AA	<ul style="list-style-type: none"> More than one way is available to locate a web page within a set of web pages except where the web page is the result of, or a step in, a process 	<ul style="list-style-type: none"> A website provides both a main navigation menu and a search feature, allowing users to locate content using different methods based on their preferences or needs.
Focus Visible	AA	<ul style="list-style-type: none"> Any keyboard operable user interface has a mode of operation where the keyboard focus indicator is visible 	<ul style="list-style-type: none"> When navigating a webpage using the keyboard, a visible focus indicator, such as a highlighted border or change in color, is provided to indicate which element currently has keyboard focus, ensuring that users can track their location within the interface.
Focus Not Obscured (Minimum)	AA	<ul style="list-style-type: none"> Keyboard focus is not lost or obscured due to changes in the user interface unless the user initiates the change 	<ul style="list-style-type: none"> When a user interacts with interactive elements, such as dropdown menus or modal dialogs, the keyboard focus remains on the active element, ensuring that users can continue to navigate and interact without interruption.
Dragging Movements	AA	<ul style="list-style-type: none"> For functionality that can be operated using a single pointer, at least one of the following is true: <ul style="list-style-type: none"> No Down-Event: The down-event of the pointer is not used to execute any part of the function Abort or Undo: Completion of the function is on the up-event, and a mechanism is available to abort the function before completion or to undo the function after completion. 	<ul style="list-style-type: none"> A draggable element on a webpage can be moved by clicking and dragging with the mouse, but also provides an alternative method to move the element using keyboard controls, ensuring accessibility for users who cannot perform dragging movements.

Name, Role, Value	A	<ul style="list-style-type: none"> Interactive elements such as form fields, buttons, and other controls should have programmatically determinable names, roles, and values, enabling assistive technologies to accurately interpret and interact with them 	<ul style="list-style-type: none"> A submit button on a form should have an accessible name such as "Submit" and provide a role indicating its function as a button. Additionally, its value attribute should accurately describe its purpose, such as "Submit Form."
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Not Applicable:

Certification Requirement	Level	Brief Description	Example	Certification Compliance
Time-based Media				
Audio-only and Video-only (Prerecorded)	A	<ul style="list-style-type: none"> Provide alternatives for audio-only and video-only content, ensuring equivalent information is presented for users who may not be able to access the original media. 	<ul style="list-style-type: none"> Providing audio descriptions or text transcripts for videos. 	NOT APPLICABLE
Captions (Prerecorded)	A	<ul style="list-style-type: none"> Ensure synchronized captions are provided for all prerecorded audio content, enhancing accessibility for users who are deaf or hard of hearing. 	<ul style="list-style-type: none"> Adding captions to prerecorded videos to convey spoken dialogue and relevant sounds. 	NOT APPLICABLE
Audio Description or Media Alternative (Prerecorded)	A	<ul style="list-style-type: none"> Provide audio descriptions or alternatives for time-based media to assist users in understanding prerecorded video content. 	<ul style="list-style-type: none"> Including audio descriptions for videos to describe visual elements and actions. 	NOT APPLICABLE
Captions (Live)	AA	<ul style="list-style-type: none"> Ensure live audio content in synchronized media is accompanied by captions to improve accessibility for users in real-time situations. Captions not only include dialogue, but also identify who is speaking and notate sound effects and other significant audio. Responsibility for providing captions would fall to the content providers (the callers) or the "host" caller, and not the application. Captions may be generated using real-time text translation service. 	<ul style="list-style-type: none"> Providing captions for live webcasts to assist viewers in understanding spoken content. 	NOT APPLICABLE

Audio Description (Prerecorded)	AA	<ul style="list-style-type: none"> Provide audio descriptions or alternatives for time-based media to assist users in understanding prerecorded video content. 	<ul style="list-style-type: none"> Including audio descriptions for videos to describe visual elements and actions. 	NOT APPLICABLE
Distinguishable				
Audio Control	A	<ul style="list-style-type: none"> Provide users with controls to pause, stop, or adjust the volume of audio content, especially for auto-playing audio or video elements. 	<ul style="list-style-type: none"> Include a pause button for autoplating videos on your website so users can stop or adjust the volume as needed. 	NOT APPLICABLE
Images of Text	AA	<ul style="list-style-type: none"> Avoid using images of text wherever possible, as they may not be resizable or accessible to screen readers. Instead, use actual text styled with CSS to maintain accessibility. Except for the following: <ul style="list-style-type: none"> Customizable - the image of text can be visually customized to the user's requirements; Essential - a particular presentation of text is essential to the information being conveyed. Logotypes - text that is part of a logo or brand name are considered essential. 	<ul style="list-style-type: none"> Instead of using an image with text for a button, use actual text styled with CSS to maintain readability and accessibility. 	NOT APPLICABLE
Enough Time				
Timing Adjustable	A	<ul style="list-style-type: none"> For each time limit that is set by the content, users can adjust or extend the time limit before encountering it 	<ul style="list-style-type: none"> In an online quiz, users can adjust the time limit for answering questions from the default setting to accommodate varying needs, such as more time for users with disabilities. 	NOT APPLICABLE
Pause, Stop, Hide	A	<ul style="list-style-type: none"> Users can pause, stop, or hide moving, blinking, scrolling, or auto-updating content 	<ul style="list-style-type: none"> On a website with auto-scrolling news headlines, users have controls to pause or stop the scrolling to read the headlines at their own pace. 	NOT APPLICABLE

Seizures and Physical Reactions				
Three Flashes or Below Threshold	A	<ul style="list-style-type: none"> Web pages do not contain anything that flashes more than three times in any one second period, or the flash is below the general flash and red flash thresholds. 	<ul style="list-style-type: none"> A Web site has video of muzzle flash of machine gun fire, but limits the size of the flashing image to a small portion of the screen below the flash threshold size. 	NOT APPLICABLE
Navigable				
Bypass Blocks	A	<ul style="list-style-type: none"> A mechanism is available to bypass blocks of content that are repeated on multiple web pages 	<ul style="list-style-type: none"> A "Skip to main content" link is provided at the beginning of a webpage, allowing keyboard users to bypass repetitive navigation menus and directly access the main content 	NOT APPLICABLE
Input Modalities				
Pointer Gestures	A	<ul style="list-style-type: none"> All functionality that uses multipoint or path-based gestures for operation can be operated with a single pointer without a path-based gesture, unless a multipoint or path-based gesture is essential 	<ul style="list-style-type: none"> A website allows users to zoom in on images using pinch gestures on touchscreen devices, but also provides zoom buttons for users who cannot perform pinch gestures, ensuring accessibility for all users. 	NOT APPLICABLE
Motion Actuation	A	<ul style="list-style-type: none"> Functionality that can be operated by device motion or user motion can also be operated by user interface components, and the motion can be disabled to prevent accidental actuation, except when: Supported Interface: The motion is used to operate functionality through an accessibility supported interface, Essential: The motion is essential for the function and doing so would invalidate the activity, or Balanced: The motion is used to operate functionality through an accessibility supported interface without affecting the underlying activity 	<ul style="list-style-type: none"> A webpage includes a game that can be controlled by tilting a mobile device, but also provides alternative controls using buttons or keyboard keys, allowing users with mobility impairments to participate in the game. 	NOT APPLICABLE

2. Conclusion

This document outlines the key WCAG 2.1 standards support status on the ESGIsoftware.com website. Full compliance with these standards ensures that the website is accessible to all users, including those with disabilities. This report is a part of ESGI's ongoing accessibility audit process.

Riverside Insights Accessibility Conformance Report

WCAG Edition

Name of Product/Version: *Cognitive Abilities Test™ (CogAT®)*, Forms 7 & 8

Product Description: CogAT is a group-administered assessment of cognitive abilities.

Contact information: Jim Christie, Sr. Agile Product Owner, Riverside Insights

Notes: Compliant content for *Cognitive Abilities Test* will be available in January 2025.

Evaluation Methods Used: *Cognitive Abilities Test* content was developed in collaboration with American Printing House for the Blind (APH). It is crucial for Riverside to acknowledge that while efforts have been made to ensure students with disabilities can access and complete the assessment, compliance with certain WCAG Level A and AA standards would fundamentally alter the content's information or functionality. Furthermore, it is not possible to achieve the same information or functionality in a conforming way. This aligns with the WCAG exception for assessments, where specific aspects, such as question format or visual presentation, might not fully comply with WCAG guidelines due to the nature of the assessment itself.

For instance, while all CogAT images are tagged with alt-text to enhance accessibility, descriptive alt-text is not appropriate for CogAT. Figure Matrices, Figure Classification, and Paper Folding images cannot be adequately described with text. While Picture Analogies, Picture Classification, and Sentence Completion images could be described, doing so would fundamentally compromise measurement and construct validity. In such cases, we have implemented APH's recommendation to use the alt-text "this image is not accessible."

For students with minor visual impairments, Riverside recommends using a large-print paper edition of the assessment as an accommodation. However, for students requiring a screen reader, CogAT is not a suitable assessment. Additionally, we do not offer a Braille version of the assessment.

Where noted on subsequent pages, Riverside will be partnering with Allyant in Fall 2025 for secondary audit of compliance for standards not related to construct reliability.

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, at http://www.w3.org/TR/2008/REC-WCAG20-20081211/	Level A (Yes) Level AA (Yes) Level AAA (Not evaluated)
Web Content Accessibility Guidelines 2.1 at https://www.w3.org/TR/WCAG21/	Level A (Yes) Level AA (Yes) Level AAA (Not evaluated)

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.

WCAG 2.0 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

Criteria	Conformance	Remarks and Explanations
1.1.1 Non-text Content (Level A)	Supports	
1.2.1 Audio-only and Video-only (Prerecorded) (Level A)	Not applicable	
1.2.2 Captions (Prerecorded) (Level A)	Not applicable	
1.2.3 Audio Description or Media Alternative (Prerecorded) (Level A)	Not applicable	
1.3.1 Info and Relationships (Level A)	Not evaluated	Compliance pending 2025 Allyant Audit
1.3.2 Meaningful Sequence (Level A)	Supports	
1.3.3 Sensory Characteristics (Level A)	Supports	
1.4.1 Use of Color (Level A)	Supports	
1.4.2 Audio Control (Level A)	Supports	
2.1.1 Keyboard (Level A)	Supports	
2.1.2 No Keyboard Trap (Level A)	Supports	
2.1.4 Character Key Shortcuts (Level A 2.1 only)	Not applicable	
2.2.1 Timing Adjustable (Level A)	Supports	
2.2.2 Pause, Stop, Hide (Level A)	Supports	
2.3.1 Three Flashes or Below Threshold (Level A)	Supports	
2.4.1 Bypass Blocks (Level A)	Not applicable	
2.4.2 Page Titled (Level A)	Not applicable	
2.4.3 Focus Order (Level A)	Supports	
2.4.4 Link Purpose (In Context) (Level A)	Supports	
2.5.1 Pointer Gestures (Level A 2.1 only)	Not applicable	
2.5.2 Pointer Cancellation (Level A 2.1 only)	Not applicable	
2.5.3 Label in Name (Level A 2.1 only)	Not applicable	
2.5.4 Motion Actuation (Level A 2.1 only)	Not applicable	
3.1.1 Language of Page (Level A)	Supports	
3.2.1 On Focus (Level A)	Supports	
3.2.2 On Input (Level A)	Supports	
3.3.1 Error Identification (Level A)	Supports	
3.3.2 Labels or Instructions (Level A)	Supports	

Criteria	Conformance	Remarks and Explanations
4.1.1 Parsing (Level A)	Supports	
4.1.2 Name, Role, Value (Level A)	Supports	

Table 2: Success Criteria, Level AA

Criteria	Conformance	Remarks and Explanations
1.2.4 Captions (Live) (Level AA)	Not applicable	
1.2.5 Audio Description (Prerecorded) (Level AA)	Not applicable	
1.3.4 Orientation (Level AA 2.1 only)	Supports	
1.3.5 Identify Input Purpose (Level AA 2.1 only)	Evaluating	Compliance pending 2025 Allyant Audit
1.4.3 Contrast (Minimum) (Level AA)	Supports	
1.4.4 Resize text (Level AA)	Supports	
1.4.5 Images of Text (Level AA)	Supports	
1.4.10 Reflow (Level AA 2.1 only)	Evaluating	Compliance pending 2025 Allyant Audit
1.4.11 Non-text Contrast (Level AA 2.1 only)	Supports	
1.4.12 Text Spacing (Level AA 2.1 only)	Supports	
1.4.13 Content on Hover or Focus (Level AA 2.1 only)	Not applicable	
2.4.5 Multiple Ways (Level AA)	Supports	
2.4.6 Headings and Labels (Level AA)	Supports	
2.4.7 Focus Visible (Level AA)	Supports	
3.1.2 Language of Parts (Level AA)	Supports	
3.2.3 Consistent Navigation (Level AA)	Supports	
3.2.4 Consistent Identification (Level AA)	Supports	
3.3.3 Error Suggestion (Level AA)	Supports	
3.3.4 Error Prevention (Legal, Financial, Data) (Level AA)	Supports	
4.1.3 Status Messages (Level AA 2.1 only)	Supports	

Exhibit E

Poudre School District Tech Services with PII

Insurance. Provider, at its expense, shall purchase and maintain in effect at all times throughout the duration of the Agreement, all insurance requirements and limits as set forth below. Policies providing such limits of coverage via a primary policy plus an umbrella or following form excess policy will be satisfactory. All insurance shall be written by a carrier legally authorized to write such insurance in the state of Colorado provided the carrier has a current A.M. Best rating of A- VII or higher. All policies shall be primary and non-contributory with any insurance maintained by additional insureds. Insurance and/or self-insurance carried by the District is excess of the coverage extended to the District by Provider. Provider shall provide at least thirty (30) days' advance written notice to the District prior to cancellation, change of coverage, or non-renewal. The insurance requirements specified in this section 11 shall not reduce the indemnification liability that Provider has assumed in section 12.

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

Commercial General Liability

Minimum Limits

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

Technology Errors & Omissions and Network Security & Privacy

Minimum Limits

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

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

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

**FIRST AMENDMENT TO ASSESSMENT SERVICES AGREEMENT
BETWEEN RIVERSIDE ASSESSMENTS, LLC DBA RIVERSIDE INSIGHTS AND
POUDRE SCHOOL DISTRICT R-1**

This First Amendment (“Amendment”) effective August 1, 2024, is attached to and forms part of the Assessment Services Agreement between Poudre School District R-1 (the “District”) and Riverside Assessments LLC, DBA Riverside Insights (the “Contractor”) executed July 1, 2024 (“Agreement”), hereby attached and made part of this Amendment. To the extent that any of the terms or conditions contained in this Amendment may contradict with any of the terms or conditions of the attached Agreement, it is expressly understood and agreed that the terms of this Amendment shall take precedence and supersede the attached Agreement. The parties agree to amend the Agreement by adding the following language:

1. **Purpose of Amendment.** This Amendment shall constitute the Amendment to the Agreement between the District and the Contractor. The purpose of this Amendment is to amend the terms and deliverables between the District and Contractor.
2. **Term of Agreement.**
 - 2.1. At the conclusion of the term dated June 30 2024, as outlined in section 1.1 of the Agreement, the District and Contractor elect to extend the term of the Agreement beginning on July 1, 2024, through June 30, 2025.
3. **Amended Responsibilities.**
 - 3.1. Exhibit B is deleted hereby in its entirety.
 - 3.2. Replace Exhibit B with Contractor’s CogAT Online Universal 2nd Grade and CogAT Online- Blevins MS US 6th Grade, hereby attached to this First Amendment and made part of this Agreement.
 - 3.3. Add Exhibit D which is Contractor's VPAT
 - 3.4. Add as a new section 6.5 the following language which is underlined:
 - 3.5. Accessibility Standards. The Contractor shall comply with and the Services provided under this agreement shall be in compliance with all applicable provisions of §§24-85-101, et seq., C.R.S., and the Accessibility Standards for Individuals with a Disability, as established by the State of Colorado’s Governor’s Office of Information Technology pursuant to Section §24-85-103 (2.5), C.R.S. The Contractor shall also comply with all State of Colorado technology standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards.

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

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

3.6. Within section 10, delete the language which has a strikethrough and replace with the following language which is underlined:

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

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

Special Provisions.

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

4. General Provisions.

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

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

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

RIVERSIDE ASSESSMENTS, LLC DBA
RIVERSIDE INSIGHTS

By: Scott E. Olson

POUDRE SCHOOL DISTRICT R-1

By: R. David Montoya
R. David Montoya (Aug 23, 2024 09:31 MDT)

R. David Montoya
Chief Finance Officer/Interim COO

By: Amanda Kreiger
Amanda Kreiger (Aug 23, 2024 07:24 MDT)

Amanda Kreiger
Curriculum Director

Exhibit B

Do Not Pay from Quote

- please submit this Quote with your Purchase Order or email statement to purchase with credit card



Quote

Prepared For

Poudre SD R 1

Poudre SD R 1

2407 LAPORTE AVE

FORT COLLINS CO 80521-2211

United States

For the Purchase of:

CogAT Online- 2nd Grade Universal Screening

For additional information or questions, please contact:

Laura Wilken

laura.wilken@riversideinsights.com

The name and email above serves as an electronic signature for this quote.

RIVERSIDE INSIGHTS

Attention:
Kirstan Morris
kirstanm@psdschools.org

Riverside Insights
One Pierce Place Suite 900W
Itasca, IL 60143
PHONE: 800-323-9540
orders@service.riversideinsights.com

Do Not Pay from Quote

- please submit this Quote with your Purchase Order or email statement to purchase with credit card

Quote For
Poudre SD R 1

Material No	Title	List Price	Discount %	Sale Price	Quantity	Purchase/ Amount
2000021	Cognitive Abilities Test (CogAT) Form 8 Online Testing Levels 5/6-17/18	\$16.75	5.01%	\$15.91	1,177	\$18,726.07

Subtotal \$18,726.07

Thank you,
Laura Wilken | Assessment Consultant |
laura.wilken@riversideinsights.com

Total Discount Amount:	\$988.68
Total Discount Applied:	5.01%
Subtotal Purchase Amount:	\$18,726.07
Shipping & Handling:	\$0.00
Sales Tax:	\$0.00
Total Cost of Quote (PO Amount):	\$18,726.07

RIVERSIDE INSIGHTS

Attention:
Kirstan Morris
kirstanm@psdschools.org

Riverside Insights
One Pierce Place Suite 900W
Itasca, IL 60143
PHONE: 800-323-9540
orders@service.riversideinsights.com

Do Not Pay from Quote*- please submit this Quote with your Purchase Order or email statement to purchase with credit card***Quote For
Poudre SD R 1****Total Cost of Quote (PO Amount) : \$18,726.07**

Thank you for considering Riverside Insights as your partner. We are committed to providing an excellent experience and delivering ongoing, high-quality service to our customers. To meet these goals, we want to ensure you are aware of the below Terms of Sale. These terms help us process your order quickly, efficiently, and accurately, ensuring successful delivery and implementation of our solutions.

- Please return this Quote with your signed purchase order that matches product, price and shipping charges.
- Provide the exact address for delivery of print materials. The shipping address may be your district warehouse or individual school sites, but it is essential that this is accurate.
- Please supply the name of each important district point of contact for all aspects of the solution including their direct contact information (email/phone):
 - Point of Contact for Print Materials
 - Point of Contact for Digital Materials
 - Point of Contact for Scheduling Professional Development
- Please confirm that we have the correct Ship to and Bill to information on the Quote.

Ship To:
Poudre SD R 1
2407 LAPORTE AVE
FORT COLLINS CO 80521-2211
United States

Bill to:
334408
Poudre SD R 1
2407 LAPORTE AVE
FORT COLLINS CO 80521-2211
United States

- Please provide funding start and end dates.
- Please note that all products and services will be billed upon the processing of your purchase order.
- Our payment terms are 30 days from the invoice date.
- Our standard shipping terms are FOB Shipping Point. The shipping terms for your Quote are FOB Shipping Point.
- Should any of these Terms of Sale conflict with any preprinted terms on your purchase order, the Riverside Insights Terms of Sale shall apply.
- Make check, money order, or valid purchase order payable to Riverside Assessments, LLC.

Thank you in advance for supplying us with the necessary information at time of purchase. Our goal is to ensure your success throughout the duration of this agreement, which starts with a highly successful delivery of our solution. For greater detail, the complete Terms of Sale may be reviewed here at: <http://www.riversideinsights.com>

Date Of Quote: 8/6/2024**Quote Expiration Date: 11/4/2024****RIVERSIDE INSIGHTS**

Attention:
Kirstan Morris
kirstanm@psdschools.org

Riverside Insights
One Pierce Place Suite 900W
Itasca, IL 60143
PHONE: 800-323-9540
orders@service.riversideinsights.com

Do Not Pay from Quote

- please submit this Quote with your Purchase Order or email statement to purchase with credit card



Quote

Prepared For

Poudre SD R 1

Poudre SD R 1

2407 LAPORTE AVE

FORT COLLINS CO 80521-2211

United States

For the Purchase of:

CogAT Online- Blevins MS US 6th Grade

For additional information or questions, please contact:

Laura Wilken

laura.wilken@riversideinsights.com

The name and email above serves as an electronic signature for this quote.

RIVERSIDE INSIGHTS

Attention:
Kirstan Morris
kirstanm@psdschools.org

Riverside Insights
One Pierce Place Suite 900W
Itasca, IL 60143
PHONE: 800-323-9540
orders@service.riversideinsights.com

Do Not Pay from Quote*- please submit this Quote with your Purchase Order or email statement to purchase with credit card***Quote For
Poudre SD R 1****Total Cost of Quote (PO Amount) : \$2,163.76**

Thank you for considering Riverside Insights as your partner. We are committed to providing an excellent experience and delivering ongoing, high-quality service to our customers. To meet these goals, we want to ensure you are aware of the below Terms of Sale. These terms help us process your order quickly, efficiently, and accurately, ensuring successful delivery and implementation of our solutions.

- Please return this Quote with your signed purchase order that matches product, price and shipping charges.
- Provide the exact address for delivery of print materials. The shipping address may be your district warehouse or individual school sites, but it is essential that this is accurate.
- Please supply the name of each important district point of contact for all aspects of the solution including their direct contact information (email/phone):
 - Point of Contact for Print Materials
 - Point of Contact for Digital Materials
 - Point of Contact for Scheduling Professional Development
- Please confirm that we have the correct Ship to and Bill to information on the Quote.

Ship To:
Poudre SD R 1
2407 LAPORTE AVE
FORT COLLINS CO 80521-2211
United States

Bill to:
334408
Poudre SD R 1
2407 LAPORTE AVE
FORT COLLINS CO 80521-2211
United States

- Please provide funding start and end dates.
- Please note that all products and services will be billed upon the processing of your purchase order.
- Our payment terms are 30 days from the invoice date.
- Our standard shipping terms are FOB Shipping Point. The shipping terms for your Quote are FOB Shipping Point.
- Should any of these Terms of Sale conflict with any preprinted terms on your purchase order, the Riverside Insights Terms of Sale shall apply.
- Make check, money order, or valid purchase order payable to Riverside Assessments, LLC.

Thank you in advance for supplying us with the necessary information at time of purchase. Our goal is to ensure your success throughout the duration of this agreement, which starts with a highly successful delivery of our solution. For greater detail, the complete Terms of Sale may be reviewed here at: <http://www.riversideinsights.com>

Date Of Quote: 2/16/2024**Quote Expiration Date: 9/30/2024****RIVERSIDE INSIGHTS**

Attention:
Kirstan Morris
kirstanm@psdschools.org

Riverside Insights
One Pierce Place Suite 900W
Itasca, IL 60143
PHONE: 800-323-9540
orders@service.riversideinsights.com

Do Not Pay from Quote

- please submit this Quote with your Purchase Order or email statement to purchase with credit card

Quote For
Poudre SD R 1

Material No	Title	List Price	Discount %	Sale Price	Quantity	Purchase/ Amount
2000021	Cognitive Abilities Test (CogAT) Form 8 Online Testing Levels 5/6-17/18	\$16.75	5.01%	\$15.91	136	\$2,163.76

Subtotal \$2,163.76

Thank you,
Laura Wilken | Assessment Consultant |
laura.wilken@riversideinsights.com

Total Discount Amount:	\$114.24
Total Discount Applied:	5.01%
Subtotal Purchase Amount:	\$2,163.76
Shipping & Handling:	\$0.00
Sales Tax:	\$0.00
Total Cost of Quote (PO Amount):	\$2,163.76

RIVERSIDE INSIGHTS

Attention:
Kirstan Morris
kirstanm@psdschools.org

Riverside Insights
One Pierce Place Suite 900W
Itasca, IL 60143
PHONE: 800-323-9540
orders@service.riversideinsights.com

Exhibit D

Riverside Insights Accessibility Conformance Report

WCAG Edition

VPAT® Version 2.4

Name of Product/Version: Riverside DataManager

Product Description: Riverside DataManager is the assessment management and reporting platform for Iowa Assessments™ Forms E, F and G & Cognitive Abilities Test (CogAT) Forms E, F, and G.

Contact information: Jim Christie, Sr. Agile Product Owner, Riverside Insights

Notes: Riverside Insights is currently executing a multi-year project to address online compliance with WCAG 2.0 AA through a user interface redesign.

Evaluation Methods Used: Redesign must be submitted for audit to a third-party accessibility evaluator before statements of compliance can be formalized.

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, at http://www.w3.org/TR/2008/REC-WCAG20-20081211/	Level A (Yes / No) Level AA (Yes / No) Level AAA (Yes / No)
Web Content Accessibility Guidelines 2.1 at https://www.w3.org/TR/WCAG21/	Level A (Yes / No) Level AA (Yes / No) Level AAA (Yes / No)

Terms

“Voluntary Product Accessibility Template” and “VPAT” are registered service marks of the Information Technology Industry Council (ITI)

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

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

WCAG 2.0 Report

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)	Partially Supports	Some non-text content presented has no text alternative (e.g. web-based reports)
1.2.1 Audio-only and Video-only (Prerecorded) (Level A)	Does Not Support	Platform does not currently provide video content
1.2.2 Captions (Prerecorded) (Level A)	Does Not Support	Platform does not currently provide audio captioning
1.2.3 Audio Description or Media Alternative (Prerecorded) (Level A)	Does Not Support	Platform does not currently provide media alternatives
1.3.1 Info and Relationships (Level A)	Supports	
1.3.2 Meaningful Sequence (Level A)	Supports	
1.3.3 Sensory Characteristics (Level A)	Supports	
1.4.1 Use of Color (Level A)	Supports	
1.4.2 Audio Control (Level A)	Supports	
2.1.1 Keyboard (Level A)	Supports	
2.1.2 No Keyboard Trap (Level A)	Supports	
2.1.4 Character Key Shortcuts (Level A 2.1 only)	Evaluating	
2.2.1 Timing Adjustable (Level A)	Supports	
2.2.2 Pause, Stop, Hide (Level A)	Supports	
2.3.1 Three Flashes or Below Threshold (Level A)	Supports	
2.4.1 Bypass Blocks (Level A)	Partially Supports	
2.4.2 Page Titled (Level A)	Supports	
2.4.3 Focus Order (Level A)	Supports	
2.4.4 Link Purpose (In Context) (Level A)	Supports	
2.5.1 Pointer Gestures (Level A 2.1 only)	Evaluating	
2.5.2 Pointer Cancellation (Level A 2.1 only)	Evaluating	
2.5.3 Label in Name (Level A 2.1 only)	Evaluating	
2.5.4 Motion Actuation (Level A 2.1 only)	Evaluating	
3.1.1 Language of Page (Level A)	Supports	
3.2.1 On Focus (Level A)	Supports	

Criteria	Conformance Level	Remarks and Explanations
3.2.2 On Input (Level A)	Supports	
3.3.1 Error Identification (Level A)	Supports	
3.3.2 Labels or Instructions (Level A)	Supports	
4.1.1 Parsing (Level A)	Does Not Support	Content development did not assume use of an assistive technology at time of original design
4.1.2 Name, Role, Value (Level A)	Does Not Support	Content development did not assume use of an assistive technology at time of original design

Table 2: Success Criteria, Level AA

Notes:

Criteria	Conformance Level	Remarks and Explanations
1.2.4 Captions (Live) (Level AA)	Does Not Support	Platform does not currently provide audio captioning
1.2.5 Audio Description (Prerecorded) (Level AA)	Does Not Support	Not applicable to platform
1.3.4 Orientation (Level AA 2.1 only)	Evaluating	
1.3.5 Identify Input Purpose (Level AA 2.1 only)	Evaluating	
1.4.3 Contrast (Minimum) (Level AA)	Partially Supports	Treatment of contrast consistent across most pages
1.4.4 Resize text (Level AA)	Partially Supports	Text resizing possible outside of secure browser
1.4.5 Images of Text (Level AA)	Supports	
1.4.10 Reflow (Level AA 2.1 only)	Evaluating	
1.4.11 Non-text Contrast (Level AA 2.1 only)	Evaluating	
1.4.12 Text Spacing (Level AA 2.1 only)	Evaluating	
1.4.13 Content on Hover or Focus (Level AA 2.1 only)	Evaluating	
2.4.5 Multiple Ways (Level AA)	Supports	
2.4.6 Headings and Labels (Level AA)	Supports	
2.4.7 Focus Visible (Level AA)	Supports	
3.1.2 Language of Parts (Level AA)	Supports	
3.2.3 Consistent Navigation (Level AA)	Supports	
3.2.4 Consistent Identification (Level AA)	Supports	

Criteria	Conformance Level	Remarks and Explanations
3.3.3 Error Suggestion (Level AA)	Supports	
3.3.4 Error Prevention (Legal, Financial, Data) (Level AA)	Supports	
4.1.3 Status Messages (Level AA 2.1 only)	Evaluating	

Table 3: Success Criteria, Level AAA

Notes:

Criteria	Conformance Level	Remarks and Explanations
1.2.6 Sign Language (Prerecorded) (Level AAA)	Not Evaluated	
1.2.7 Extended Audio Description (Prerecorded) (Level AAA)	Not Evaluated	
1.2.8 Media Alternative (Prerecorded) (Level AAA)	Not Evaluated	
1.2.9 Audio-only (Live) (Level AAA)	Not Evaluated	
1.3.6 Identify Purpose (Level AAA 2.1 only)	Not Evaluated	
1.4.6 Contrast Enhanced (Level AAA)	Not Evaluated	
1.4.7 Low or No Background Audio (Level AAA)	Not Evaluated	
1.4.8 Visual Presentation (Level AAA)	Not Evaluated	
1.4.9 Images of Text (No Exception) Control (Level AAA)	Not Evaluated	
2.1.3 Keyboard (No Exception) (Level AAA)	Not Evaluated	
2.2.3 No Timing (Level AAA)	Not Evaluated	
2.2.4 Interruptions (Level AAA)	Not Evaluated	
2.2.5 Re-authenticating (Level AAA)	Not Evaluated	
2.2.6 Timeouts (Level AAA 2.1 only)	Not Evaluated	
2.3.2 Three Flashes (Level AAA)	Not Evaluated	
2.3.3 Animation from Interactions (Level AAA 2.1 only)	Not Evaluated	
2.4.8 Location (Level AAA)	Not Evaluated	
2.4.9 Link Purpose (Link Only) (Level AAA)	Not Evaluated	
2.4.10 Section Headings (Level AAA)	Not Evaluated	
2.5.5 Target Size (Level AAA 2.1 only)	Evaluating	

Criteria	Conformance Level	Remarks and Explanations
2.5.6 Concurrent Input Mechanisms (Level AAA 2.1 only)	Evaluating	
3.1.3 Unusual Words (Level AAA)	Not Evaluated	
3.1.4 Abbreviations (Level AAA)	Not Evaluated	
3.1.5 Reading Level (Level AAA)	Not Evaluated	
3.1.6 Pronunciation (Level AAA)	Not Evaluated	
3.2.5 Change on Request (Level AAA)	Not Evaluated	
3.3.5 Help (Level AAA)	Not Evaluated	
3.3.6 Error Prevention (AII) (Level AAA)	Not Evaluated	

**ASSESSMENT SERVICES AGREEMENT
BETWEEN RIVERSIDE ASSESSMENTS, LLC DBA RIVERSIDE INSIGHTS
AND POUDRE SCHOOL DISTRICT R-1**

This Assessment Services Agreement (“Agreement”) is entered into this 14th day of June 2023, by and between Poudre School District R-1 (the “District”) and Riverside Assessments, LLC dba Riverside Insights (the “Contractor”). The District and the Contractor are collectively referenced herein as the “parties.” This Agreement is made subject to and incorporates by reference the Contractor’s Terms of Use, (available at: <https://info.riversideinsights.com/terms-of-use>), including the limitations of liability therein, to the extent permitted by law. In consideration of the mutual covenants and promises contained in this Agreement, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Term of Agreement.**

1.1. This Agreement shall commence on July 1, 2023 and continue through and including June 30, 2024. The Agreement, at the option of the District, may be extended for up to four (4) additional one-year terms, upon a written mutually agreed upon amendment for each one-year term; provided, District acknowledges that Contractor is entitled to increase its prices annually, as early as January 1 of each calendar year of the 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 thirty (30) 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 Cognitive Abilities Test (CogAT) 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 total cost for all Services, consisting of 2,135 testing licenses, under this contract as set forth on the attached Exhibit B, shall not exceed Thirty-Two Thousand, Three Hundred and Forty-Five Dollars and Twenty-Five Cents (\$32,345.25), due and payable thirty (30) days from receipt of Contractor’s invoice.

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

- 2.3.1. The Contractor shall provide the contact in section 10 a quote for Services conforming to the pricing, which shall be payable by the District thirty (30) days after receipt of Contractor's invoice.
- 2.3.2. Site-based credit cards and/or site-based restricted checks shall not be permitted for payment.
- 2.3.3. Services provided by Contractor without conforming to section 2.3 of the Agreement shall be considered unauthorized and payment shall not be issued by the District.
- 2.3.4. Contractor shall assure compliance with the District Policy DJG/DJGA, attached as Exhibit C and hereby made part of this Agreement, direct communication with schools or sales must be approved by contact in section 10 of this agreement.

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

2.4. **Invoicing.** The District utilizes an online vendor portal to collect, validate, and manage vendor information, including but not limited to tax 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.

- 2.4.1. Contractor will provide invoices for the Services at the rate specified in section 2.1. Invoices for Services provided shall be submitted directly to the District's accounts payable department within thirty (30) days of issuance of testing licenses. 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 issued, a purchase order number.
- 2.4.2. Invoices received from the Contractor pursuant to this Agreement will be reviewed and approved by the District's representative, indicating that testing licenses have been issued in conformity with the Agreement and then will be sent to the Finance Department for payment. Payment for Services not approved by the District in writing, shall not be considered valid and the District will not be responsible for covering associated costs. Invoices will generally be paid within thirty (30) days following the District representative's

approval.

- 2.4.3. Invoices which do not conform with the agreement will be paid thirty (30) days from receipt of a revised and corrected invoice.
- 2.4.4. All invoices must be submitted within 30 days of fiscal year end June 30 and may not include items received by the District outside of the fiscal year July 1 – June 30.
- 2.4.5. Invoices shall be sent to ap@psdschools.org.
- 2.4.6. The District is exempt from federal and state taxes under Colorado Tax Exempt Number 98-03335.
- 2.4.7. If the contract results in the right to use an asset, the Contractor shall provide the District, if requested, documentation necessary to facilitate the District's compliance with the Governmental Accounting Standards Board ("GASB") issued GASB Statement No. 87, Leases.

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

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

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

2.8. The District understands and agrees that its students' access to and use of the Services under this Agreement may require that it disclose confidential student records and

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

3. **Definitions.**

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

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

3.3. As used in this Agreement, “confidential student records and information” is defined as education records and personally identifiable information concerning District students, including but not limited to confidential student records and information disclosed to, collected by and/or generated by the Contractor. Confidential student records and information does not include “de-identified confidential student records and information,” as defined in section 3.4 below.

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

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

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

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

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

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

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

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

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

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

6.2. Contractor may to the extent necessary to perform its obligations under the Contract disclose confidential student records and information to subcontractors as identified in Exhibit D ("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 D: (a) the data elements of confidential student records and information that Contractor collects under the Contract, regardless of whether the data elements are initially collected or ultimately held individually or in the aggregate using protocols that are effective for preserving the anonymity of each student included in the data; (b) the learning purpose for which Contractor collects the confidential student records and information; and (c) how the Contractor uses and shares the confidential student records and information. Contractor shall update this information as necessary to maintain accuracy.

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

correction requests from parents/guardians and eligible students.

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

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

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

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

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

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

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

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

Poudre School District R-1
Attn: Contract Administrator
2407 LaPorte Avenue Fort
Collins, CO 80521
Email:
strategicsourcing@psdschools.org

Riverside Assessments, LLC
dba Riverside Insights
Attn: Tony Zubinski
One Pierce Place, Suite 101C
Itasca, IL 60143
Email:
contracts@riversideinsights.com

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

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

Any insurance and/or self-insurance carried by the District is excess of the coverage extended to the District by Contractor. Contractor shall provide at least thirty (30) days' advance written notice to the District prior to cancellation, change of coverage, or non-renewal. The insurance requirements specified in this section 11 shall not reduce the indemnification liability that Contractor has assumed in section 12.

Commercial General Liability

Minimum Limits

- | | |
|--|-------------|
| a. Each Occurrence Bodily Injury & Property Damage | \$2,000,000 |
| b. General Aggregate | \$3,000,000 |
| c. Products/Completed Operations Aggregate | \$2,000,000 |
| d. Personal/Advertising Injury | \$2,000,000 |
| e. Coverage must be written on an "occurrence" basis. | |
| f. Poudre School District R-1 and its elected officials, employees, agents, and volunteers shall be named as an additional insured or covered as an additional insured by way of a blanket endorsement and shall be insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Agreement. | |

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

Minimum Limits

- | | |
|-------------|-------------|
| a. Per Loss | \$1,000,000 |
|-------------|-------------|

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

The insurance shall provide coverage for:

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

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

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

14. **General Provisions.**

14.1. **No Assignment.** The Contractor shall not assign this Agreement or any of its rights, interests or obligations under this Agreement without the prior written consent of the District, provided, that Contractor may assign any of its rights and obligations under this Contract without prior written consent in connection with any merger, consolidation, reorganization or sale of all or substantially all of its assets. Consent may be withheld for any reason or no reason as determined by the District in its sole discretion.

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

14.3. **Press Contacts/News Releases.** The Contractor shall not initiate any press, media, or social media, contact nor respond to press, media or social media requests regarding this Agreement and/or any related matters concerning the District without the prior written approval of the District.

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

14.5. **Conflict of Terms.** In the event of any conflict of terms found between this Agreement, any incorporated exhibits, any other terms and conditions, end user license agreements or privacy policies, the terms of this Agreement shall prevail; provided, this Agreement does not negate or otherwise modify the limitations of liability in Contractor's Terms of Use, to the extent the limitations of liability section is permitted by law.

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

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

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

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

14.10. **Severability Clause.** Should any provision of this Agreement be determined to be void, invalid, unenforceable or illegal for whatever reason, such provision(s) shall be null and void; provided, however, that the remaining provisions of this Agreement shall be unaffected thereby and shall continue to be valid and enforceable.

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

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

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

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

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

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

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

RIVERSIDE ASSESSMENTS, LLC
DBA RIVERSIDE INSIGHTS

POUDRE SCHOOL DISTRICT R-1

By: Scott E. Olson

Scott E. Olson
Manager, Proposal Services

By: R. David Montoya
R David Montoya (Jul 31, 2023 13:59 MDT)

R. David Montoya
Chief Finance Officer

By: Kate Canine
Kate Canine (Jul 31, 2023 13:37 MDT)

Kate Canine
Director of Teaching and Learning

Exhibit A

CogAT Form 7 **(Online data via DataManager and Scoring Data)**

CogAT Form 7- What is it?

The CogAT Form 7 measures three separate cognitive domains for a more complete perspective on a student's reasoning abilities. The results can be used for student identification for a Gifted and Talented Program. CogAT is available as an online cognitive assessment, which appraises the cognitive development of students from kindergarten through grade 12. The test measures students' learned reasoning abilities in the three cognitive domains most closely related to success in school: verbal reasoning, quantitative reasoning, and nonverbal reasoning. CogAT consists of the following three batteries:

- The Verbal Battery assesses students' abilities to use search, retrieval, and comparison processes that are essential for verbal reasoning.
- The Quantitative Battery assesses students' abilities to reason about patterns and relations using concepts that are essential in quantitative thinking.
- The Nonverbal Battery assesses students' abilities to reason with somewhat more novel questions that use spatial and figural content.

CogAT has been designed and developed to support a variety of important educational purposes. These purposes require the collection and use of information that describes either the individual student or groups of students. The following examples of appropriate uses of results from CogAT show how the test supports a broad range of educational decisions.

Guide efforts to adapt instruction to the needs and abilities of students. CogAT scores help teachers adapt instructional goals, methods, and materials to the individual needs of students. The key to adapting instruction is the ability profile, an indicator derived from the level and pattern of each student's CogAT scores. The ability profile is unique to CogAT and links the student's test scores to instructional strategies.

Measure cognitive development to help identify academically talented students. Using CogAT as a measure of cognitive development provides a more complete picture of students' abilities across the academic spectrum. CogAT captures important information not represented in report card grades or in other measures of school achievement.

Identify students whose predicted levels of academic achievement differ markedly from observed levels of achievement. When academic achievement is markedly above or below that expected from a student's CogAT scores, determining the cause helps guide instructional decisions. Are students underachieving, overachieving, or performing in line with their abilities? CogAT results provide a measure by which to identify ability-achievement discrepancies.

What Data is Collected and Stored for use in DataManager

The following data is collected for use within DataManager in accordance with the Riverside Insights Terms and Conditions and Privacy Policy.

The following are required:

- District/Area
- School/Building
- Class
- First Name
- Last Name
- Unique Student ID
- Date of Birth
- Gender
- Grade

The following are optional:

- Ethnicity
- Race
- Special Programs (Free/Reduced-Price Lunch, ELL, Migrant Student, 504, Title I, IEP, SE, Braille)

The following student scores are stored:

- Raw Score
- Universal Scale Score Standard Age Score Age Percentile Rank Grade Percentile Rank Age Stanine
- Grade Stanine
- Local Percentile Rank Local Stanine
- CogAT Ability Profile Verbal Score (V) Quantitative Score (Q) Nonverbal Score (N) Composite Score (VQN)
- Sub-Composite Scores (VQ, QN, VN)

Usage of Data--How We Use Personal Information

We use personal information for the following purposes:

- o **To provide users with the content and features available through our learning platform;**
- o **To communicate with school administrators and teachers about the applicable subscription account or transactions with us, and to send information about our learning platform's features and, where applicable, changes to these features;**
- o **To personalize our learning platform's content and experiences for students, teachers, and other users of the platform; and**
- o **To detect, investigate and prevent activities that may violate our policies or be illegal.**

We do not as a rule allow third-party operators to collect personal information or usage information through persistent identifiers on our learning platform for any purposes other than the internal operations of our platform. Further, we do not use personal information collected through our Platform for the purpose of targeted advertising.

Finally, we de-identify usage information in accordance with COPPA and FERPA, and use this de-identified information to develop, evaluate, and provide improved educational products and services, as permitted under COPPA and FERPA. To the extent we collect information that constitutes Performance Review Data, we protect such information as personal information in accordance with this Privacy Policy.

The **Children's Online Privacy Protection Act (COPPA) is a law created to protect the privacy of children under 13. The Act was passed by the U.S. Congress in 1998 and took effect in April 2000. **COPPA** is managed by the Federal Trade Commission (FTC).*

*****FERPA** is an acronym for the Family Educational Rights and Privacy Act (also referred to as the Buckley Amendment) and is a federal law designed to: Protect the privacy of student education records. Establish the right of students to inspect and review their education records.*

Third Parties with Access to Data

ITS- Internet Testing Systems (online testing)

Vendor provides hosting and delivery of the Iowa Assessments, CogAT and Riverside Insights Assessments online assessment products, and return of completed results. They have access to student names and raw scores. No location and demographic information is provided.

Navisite (hosting provider)

The OBA (Database Administrator) has access to the DataManager database. They are responsible for hosting and managing our database and application servers and related services.

All other data is held on Riverside Insights' secure servers.

Exhibit B

Do Not Pay from Quote

- please submit this Quote with your Purchase Order or email statement to purchase with credit card



Quote

Prepared For

Poudre SD R 1

Poudre SD R 1

2407 LAPORTE AVE

FORT COLLINS CO 80521-2211

United States

For the Purchase of:

CogAT Online 2nd Grade Universal Screening

For additional information or questions, please contact:

Laura Wilken

laura.wilken@riversideinsights.com

RIVERSIDE INSIGHTS

Attention:
Kirstan Morris
kirstanm@psdschools.org

Riverside Insights
One Pierce Place Suite 900W
Itasca, IL 60143
PHONE: 800-323-9540
orders@service.riversideinsights.com

Do Not Pay from Quote*- please submit this Quote with your Purchase Order or email statement to purchase with credit card***Quote For
Poudre SD R 1**

Material No	Title	List Price	Discount %	Sale Price	Quantity	Purchase/ Amount
2000018	Cognitive Abilities Test (CogAT) Form 7 Online Testing Levels 5/6-17/18 2nd Grade Universal Screening	\$15.95	5.02%	\$15.15	2,135	\$32,345.25
Subtotal						\$32,345.25

Thank you,
Laura Wilken | Assessment Consultant |
laura.wilken@riversideinsights.com

Total Discount Amount:	\$1,708.00
Total Discount Applied:	5.02%
Subtotal Purchase Amount:	\$32,345.25
Shipping & Handling:	\$0.00
Sales Tax:	\$0.00
Total Cost of Quote (PO Amount):	\$32,345.25

RIVERSIDE INSIGHTS

Attention:
 Kirstan Morris
kirstanm@psdschools.org

Riverside Insights
 One Pierce Place Suite 900W
 Itasca, IL 60143
 PHONE: 800-323-9540
orders@service.riversideinsights.com

Do Not Pay from Quote*- please submit this Quote with your Purchase Order or email statement to purchase with credit card***Quote For
Poudre SD R 1****Total Cost of Quote (PO Amount) : \$32,345.25**

Thank you for considering Riverside Insights as your partner. We are committed to providing an excellent experience and delivering ongoing, high-quality service to our customers. To meet these goals, we want to ensure you are aware of the below Terms of Sale. These terms help us process your order quickly, efficiently, and accurately, ensuring successful delivery and implementation of our solutions.

- Please return this Quote with your signed purchase order that matches product, price and shipping charges.
- Provide the exact address for delivery of print materials. The shipping address may be your district warehouse or individual school sites, but it is essential that this is accurate.
- Please supply the name of each important district point of contact for all aspects of the solution including their direct contact information (email/phone):
 - Point of Contact for Print Materials
 - Point of Contact for Digital Materials
 - Point of Contact for Scheduling Professional Development
- Please confirm that we have the correct Ship to and Bill to information on the Quote.

Ship To:
Poudre SD R 1
2407 LAPORTE AVE
FORT COLLINS CO 80521-2211
United States

Bill to:
334408
Poudre SD R 1
2407 LAPORTE AVE
FORT COLLINS CO 80521-2211
United States

- Please provide funding start and end dates.
- Please note that all products and services will be billed upon the processing of your purchase order.
- Our payment terms are 30 days from the invoice date.
- Our standard shipping terms are FOB Shipping Point. The shipping terms for your Quote are FOB Shipping Point.
- Should any of these Terms of Sale conflict with any preprinted terms on your purchase order, the Riverside Insights Terms of Sale shall apply.
- Make check, money order, or valid purchase order payable to Riverside Assessments, LLC.

Thank you in advance for supplying us with the necessary information at time of purchase. Our goal is to ensure your success throughout the duration of this agreement, which starts with a highly successful delivery of our solution. For greater detail, the complete Terms of Sale may be reviewed here at: <http://www.riversideinsights.com>

Date Of Quote: 3/13/2023**Quote Expiration Date: 12/31/2023****RIVERSIDE INSIGHTS**

Attention:
Kirstan Morris
kirstanm@psdschools.org

Riverside Insights
One Pierce Place Suite 900W
Itasca, IL 60143
PHONE: 800-323-9540
orders@service.riversideinsights.com

Exhibit C



Poudre School District

DJG/DJGA - VENDOR RELATIONS, SALES CALLS AND DEMONSTRATIONS

VENDOR QUALIFICATIONS

No favoritism shall be extended to any vendor. The Finance Department, in cooperation with other interested District departments, sites and employees, may establish required vendor qualifications for certain District purchases, and may prequalify vendors, as they determine necessary or appropriate.

CONFLICT OF INTEREST

District employees have a fiduciary duty to act in the best interests of the District regarding all work they perform in connection with any District contract or purchase. No vendor shall offer, and no District employee shall accept, any gift, service, honorarium, stipend or fee that may objectively be viewed as having the purpose or effect of improperly influencing the employee to purchase goods and/or services from the vendor. No District employee may have a financial or business interest in any District contract or purchase made by the employee in his or her official capacity, and no District employee may influence or attempt to influence the District regarding any contract or purchase in which the employee has a financial or business interest.

SALES CALLS

To protect District students and staff against disruption of the educational process and/or interruption of the work day, sales representatives shall not be permitted in District schools for the purpose of making sales calls unless authorized to do so by the superintendent, executive director of finance or their designees.

The superintendent or executive director of finance may, when they determine it to be in the best interest of the District, bar any vendor, organization or person from any or all District facilities for soliciting purchases from or services to students, their parents/guardians, or District employees.

VIOLATIONS

Employees who violate any provision of this policy shall be subject to discipline up to and including termination of employment. Any vendor engaging in conduct that is inconsistent with this policy may be disqualified indefinitely from doing business with the District.

Adopted by Board: May 1972
Revised by Board: May 1982
Revised by Board: April 1988

Revised by Board to conform with practice: May 22, 1995
Revised by Board: April 8, 1996
Revised by Board: June 10, 1996
Revised by Superintendent: May 14, 2007
Revised by Superintendent: March 8, 2017
Revised by Board: February 12, 2019
Revised by Board: December 8, 2020

LEGAL REF:

C.R.S. 24-18-101, et seq.

CROSS REFS:

DJ, Purchasing
DJA, Purchasing Authority
DJB, Purchasing Procedures
FE, Construction Projects and Contracting Procedures
FEAA, Construction Project Prequalification
GBEA, Staff Ethics/Conflict of Interest
GBEBC, Gifts to and Solicitations by Staff