

**SOFTWARE SERVICES AGREEMENT
BETWEEN AVID CENTER
AND POUDRE SCHOOL DISTRICT R-1**

This Software Services Agreement (“Agreement”) is entered into as of September 25, 2025, by and between Poudre School District R-1, a school district organized and existing under the laws of the state of Colorado (the “District”) and AVID Center (the “Contractor”). The District and the Contractor are collectively referenced herein as the “parties.” In consideration of the mutual covenants and promises contained in this Agreement, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Term and Termination of Agreement.

- 1.1. This Agreement shall commence as of July 01, 2025, and shall continue through and including June 30, 2026, unless earlier terminated as provided herein.
- 1.2. Notwithstanding any other term or provision of this Agreement, the District’s obligations hereunder are expressly subject to its budgeting and appropriation of sufficient funds for each fiscal year (July 1 - June 30) an Agreement is in effect. In no event, shall the District’s obligations in an Agreement constitute a multiple-fiscal year direct or indirect debt or other financial obligation under Article X, Section 20(4)(b) of the Colorado Constitution.
- 1.3. Notwithstanding the provisions of sections 1.1 and 1.2 above, either party may terminate this Agreement at any time in that party’s sole discretion for any reason, with or without cause, by providing the other party with thirty (30) days’ advance written notice. In the event of such termination: (a) the District shall pay Contractor for all Services performed under and in accordance with this Agreement up to the date of termination and (b) if Contractor terminates, Contractor shall reimburse the District for all payments made in excess of Services performed up to the date of termination.

2. Deliverables and Purchase Price.

- 2.1. The Contractor shall make its AVID products and services available for use in the District in accordance with the scope of work set forth in the attached Exhibit B (hereinafter the “Services”).
- 2.2. The total cost for all Services under this contract as set forth on the attached Exhibit B, shall not exceed Ten Thousand, Six Hundred and Eighteen Dollars, and Zero Cents (\$10,618.00), due and payable thirty (30) days from receipt of Contractor’s invoice.
- 2.3. Additional Services purchases shall not exceed the pricing outlined in Exhibit B.
- 2.4. Only District schools identified in Exhibit B may participate in Services under all terms and conditions specified within this Agreement, not to exceed the term within section 1.1.
- 2.5. This Agreement in no way binds the District or District Schools to exclusive use of Contractor’s Services. Discretion to utilize Services is under the direction of each District School Principal or Principal designee. District Principals or Principal

designee will adhere to applicable laws, regulations, and District policies.

26. Fulfillment of Services under the terms and conditions set forth in this Agreement shall be through the issuance of a District purchase order or site-based purchasing card.
 - 26.1. The Contractor shall provide a quote for Services conforming to the pricing, which shall be payable by the District thirty (30) days after receipt of Contractor's invoice.
 - 26.2. District issued purchase orders are required for purchases greater than Ten Thousand Dollars and Zero Cents (\$10,000.00).
 - 26.3. Services provided by Contractor without conforming to sections 2.1. 2.2, 2.3, and 2.6.2 of the Agreement shall be considered unauthorized and payment shall not be issued by the District.
 - 26.4. Direct communication with schools or sales must be approved by contact in section 11 of this agreement.
27. **Invoicing.** Contractor will provide invoices for the Services at the rate specified in Exhibit B. Invoices for Services provided shall be submitted directly to accounts payable in the District's Finance department at ap@psdschools.org upon execution of this Agreement. Invoices for such Services shall include (a) the District location for which the licenses were provided, (b) description of licensing (including start and end dates of the license term), (c) and if issued, a purchase order number.
 - 27.1. Invoices will generally be paid within thirty (30) days following the District representative's approval.
 - 27.2. Invoices received that do not conform to the scope of this Agreement will not be approved, the District will notify the Contractor in writing, and the District will not be responsible for covering associated costs.
 - 27.3. The District is a political subdivision of the State of Colorado and considered a governmental entity for tax classification purposes. The District is exempt from city, county, and state sales tax. The District's state tax exempt number is 98-03335 and the District's Federal Tax Identification Number (TIN) is 84-6013733.
 - 27.4. The District utilizes the PaymentWorks vendor portal to collect, validate, and manage vendor information. The Contractor must complete the registration process in the portal and be approved by the District prior to the issuance of a purchase order.
28. 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.

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

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.

32. 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.
 33. As used in this Agreement, “confidential student records and information” is defined as education records and personally identifiable information concerning District students, including but not limited to confidential student records and information disclosed to, collected by and/or generated by the Contractor. Confidential student records and information does not include “de-identified confidential student records and information,” as defined in section 3.5 below.
 34. 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.
 35. 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.
 36. 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.
 37. 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.

52. 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 ("Subcontractors") as identified in and hereby attached to this Agreement as Exhibit A pursuant to written subcontracts specifying the purpose of the disclosure and providing that: (a) Subcontractors shall not disclose confidential student records and information, in whole or in part, to any other party; (b) Subcontractors shall not use any confidential student records or information to advertise or market to students or their parents/guardians; (c) Subcontractors shall access, view, collect, generate and use confidential student records and information only to the extent necessary to assist Contractor in performing its obligations under the Agreement; and (d) at the conclusion of their work under their subcontracts Subcontractors shall, as directed by the District through the Contractor, either securely destroy all confidential student records and information in their possession, custody or control, or return such confidential student records and information to the District.

63. 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.
64. 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.
 71. As a school service contract provider under the Act, the Contractor has provided the following information in the attached Exhibit A: (a) the data elements of confidential student records and information that Contractor collects under the Contract, regardless of whether the data elements are initially collected or ultimately held individually or in the aggregate using protocols that are effective for preserving the anonymity of each student included in the data; (b) the learning purpose for which Contractor collects the confidential student records and information; and (c) how the Contractor uses and shares the confidential student records and information. Contractor shall update this information as necessary to maintain accuracy.
 72. Contractor shall facilitate the District's access to and correction of any factually inaccurate confidential student records and information as required in response to correction requests from parents/guardians and eligible students.
8. **Accessibility.** The Contractor shall comply with and the Services provided under this agreement shall be in compliance with all applicable provisions of §§24-85-101, *et seq.*, C.R.S., and the *Accessibility Standards for Individuals with a Disability*, as established by the State of Colorado's Governor's Office of Information Technology pursuant to Section

§24-85-103 (2.5), C.R.S. The Contractor shall also comply with all State of Colorado technology standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards.

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

8.2. If the Contractor is not compliant with what is stated and agreed upon in this section 8.2 and the provisions of §§24-85-101, *et seq.*, C.R.S., and the *Accessibility Standards for Individuals with a Disability*, and as a result, the District is fined for such noncompliance, the Contractor agrees to compensate the District in full the amount of any and all related fines.

8.2.1. Payment shall be made within 30 days of receipt of an invoice in accordance with the payment instructions received with the invoice.

8.2.2. Delinquent balances of 90 days or more will be sent to a third-party accounts receivable collection agency.

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

9. **Access to District Server.** Intentionally omitted.

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

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

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

AVID Center
Attn: Contracts Department
5187 College Avenue, Ste. 163
San Diego, CA 92115
Email: contracts@avid.org

12. **Insurance.**

Contractor, 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 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 12 shall not reduce the indemnification liability that Contractor has assumed in section 13.

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

Commercial General Liability

Minimum Limits

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

Technology Errors & Omissions and Network Security & Privacy

Minimum Limits

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

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

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

13. **Indemnification.** Intentionally omitted.

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

15. **General Provisions.**

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

152. **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.

153. **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.

154. **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.

155. **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.

156. **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.

157. **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.
158. **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.
159. **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.
1510. **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.
1511. **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.
1512. **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.
1513. **Headings.** The headings used in this Agreement are for convenience only and shall have no effect upon the construction or interpretation of this Agreement.
1514. **Entire Agreement.** This Agreement, together with the Exhibits, and any other documents or material which are incorporated herein by reference, including but not limited to the General Terms and Conditions, constitute 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.
1515. **Signatures.** This Agreement may be executed and delivered via portable document format (pdf), and the pdf signature of any party shall be considered valid, binding, effective and an original for all purposes. This Agreement may be signed in

counterparts, and each counterpart shall be deemed an original, and all the counterparts taken as a whole shall constitute one and the same instrument.

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

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

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

AVID CENTER

POUDRE SCHOOL DISTRICT R-1

By: 
552C6D1F933340C...

Name: Seksit Niltub

Title: Controller

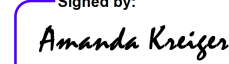
Date: 9/26/2025 | 7:28 AM PDT

By: 
R David Montoya (Sep 30, 2025 15:42:26 MDT)

Name: R. David Montoya

Title: Chief Finance Officer

Date:

By: 
5700670B4869430...

Name: Amanda Kreiger

Title: Director of Curriculum

Date: 9/29/2025 | 12:37 PM PDT

Exhibit A



Poudre School District

[Clear Form](#)

STUDENT DATA INFORMATION REQUEST FOR SOFTWARE SERVICES

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

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

Please provide the following information to facilitate the contracting process:

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.*

A logon based web site (MyAVID) that provides resources, information, program data collection, program self evaluation and coaching, and access to professional learning related to the implementation of Advancement Via Individual Determination (AVID).

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.*

See attachment ([AVID Data Collection Inventory.pdf](#))

<i>Student</i>	<i>Teacher</i>	<i>Admin</i>	<i>Meta Data</i>

3. What is the purpose of collecting student data?

To provide the district and school with data related to program implementation fidelity and quality, such that they may adjust implementation practices toward desired outcomes.

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.*

The National Student Clearinghouse - first and last name, date of birth;
<https://www.studentclearinghouse.org/>; post-secondary tracking

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

To provide reporting on post-secondary outcomes for AVID graduates back to the district and schools.

6. Please provide:

- Current quote (if available)

[See attached.](#)

- Tiered pricing for future purchases

- Name and email for contract notices

contracts@avid.org

- Name and title of person who will sign the contract

[Seksit Niltub](#)

- Does the system allow integration for rostering?

☐ Yes ☒ No

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

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

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

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

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

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

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

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

Data Collection Name (If Applicable)	Description	Data Collected	From Whom	Other info	How Collected
Site Data	As part of any AVID Implementation (Elementary, Secondary, Excel), data are collected in aggregate (de-identified) at the school/campus unit level. These data include overall numbers of students both in/on the school/campus, and served by the AVID Implementation. Data is reported in aggregate and is therefore anonymized.	All data is as the school unit level (aggrgated) Reported by gender, grade or class level, and race and ethnicity. In addition, dependent upon the implementation, program activity and education environment items are collected: courses offered, enrollment by overall student population, and AVID cohort population, tutor hours (if relevant), section or class offerings, outcome related item such as SAT participation (no test scores are collected), graduation on time, completion of four-year college entrance requirements.	Partner schools reported at the school level. Reported by the faculty or staff designated by the school as the AVID Site Coordinator, or their designee	<u>Purpose and Use</u> The purpose of these data are to help in the evaluation of program impact and outcomes, and to provide the partner district and school a ready source of information to be used for program improvement, monitoring outcomes and decision making. <u>Data retention and disposal</u> Data is retained in perpetuity, unless otherwise specified by the contracted partner district. AVID Center will make every good faith effort to conform with the policy specified in the partnership agreement. <u>Use, sharing and/or disclosure of the Data</u> All form data collected are the property of the AVID Partner. AVID Center will share aggregated results with AVID Center staff in various ways (district summaries, state reports, national report), and provides reports for the partner district and school to use in program improvement and planning. AVID Center will never share, disclose or use data for marketing or data mining beyond the purposes of the implementation. General web browser data is used for product improvement and technical support. <u>Contract Termination due to Failure to Comply</u> No contract between AVID Center and any partner has been terminated for failure to comply with the same or substantially similar security obligations as those set forth herein.	Input via an online form behind a login wall (MyAVID Data Entry System)
Senior Data	This collection only pertains the AVID Secondary implementation where there are 12th graders enrolled in AVID. As part of the AVID Senior Data Collection – which is a survey that given to AVID students in their 12th grade year – the following items are requested. Any item not noted as Optional, is required to continue in the survey. Participation in the survey is required to have the opportunity to become a Certified AVID school, but is not required as part of the implementation. Optional items do not need to be reported, however, failure to include these will not allow AVID Center to follow forward these students into their post-secondary experience and report this back to the district and school	Student first name (Optional) Student last name (Optional) Student birth date (Optional) Student email (Optional) Grades in which the student was enrolled in AVID Student ethnicity and race Student gender Highest level of education attained by parents Courses of rigor taken (Courses of Rigor include Advanced Placement, International Baccalaureate, Cambridge, Dual-Enrollment, a Project Lead the Way) Courses of rigor exams taken Do you expect to graduate on time? Will complete the college entrance requirements in your state upon graduation? Did you take the SAT or ACT? What do you expect your GPA to be upon graduation? Which college(s) did you apply to? Which college(s) were you accepted at? Which college(s) are you planning to attend after high school? When do you plan to enroll in college? Do you plan to attend a two-year college? Are you interested in AVID tutoring opportunities in the area where you plan to attend college? Are you interested in an AVID Alumni group? Are you interested in being contacts about speaking at AVID events? General web browser info via Google Analytics	Reported by each student for whom the AVID Senior teacher creates an account. General web browser info is captured for anyone logging into MYAVID	<u>Contract Termination due to Failure to Comply</u> No contract between AVID Center and any partner has been terminated for failure to comply with the same or substantially similar security obligations as those set forth herein.	Input via each student or the AVID Senior teacher, via online form behind login wall (MyAVID Data Entry System)
National Student Clearinghouse	Third party data processor	Full Name Date of Birth Start Date to Search (we use Jan 1 of the graduation year to find dul enrollments)	For each senior that had an approved Senior Data form; submitted starting graduation year and each year for 7 years thereafter to allow for late starts and graduation within 6 years of enrollment.	No contract between AVID Center and any partner has been terminated for failure to comply with the same or substantially similar security obligations as those set forth herein.	Pulled via query form Senior Data
Adult Participants in Trainings	Data from educators and other adults who want to register for a training or use the MyAVID website	Full Name Email work, or personal or both Primary Address Primary Phone Number Work Location (needed to identify if they are at an AVID Partner location) AVID Trainings registered for Attendance record at AVID trainings (shared with district as the district is usually paying for the training) General web browser info via Google Analytics Whether they have visited our Learning Management System (Canvas) Role played at their work location (Roles determine level of privilege and access within MyAVID and have a hierarchical assignment logic wherein a lower role cannot assign a higher role; and a district role can assign school level roles within the district and some district level role; a school role can only assign roles within their school and ability to assign roles is determined by the role(s) an individual has at the school. There can be multiple roles per person.	Teachers, Counselors, Principals, Superintendents, all adult visitors to MyAVID.	Data are retained in perpetuity as part of program and product improvement.	During account sign-up, during browsing and during registration and attendance for/at a training event.

Exhibit B

AVID Center



Products and Services Quote/Order

Quote/Order #: Q-91236
 Client: Poudre School District R-1
 Address: 2407 LaPorte Ave
 Fort Collins, CO 80521

AVID Center Representative: Rachel Dixon
 Phone: (858) 633-0122
 Email: rdixon@avid.org

Effective Date: July 01, 2025

Expiration Date: June 30, 2026

Ft Collins High School			
QTY	PRODUCT NAME	UNIT PRICE	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$4,599.00	\$4,599.00
1	AVID Weekly Secondary	\$710.00	\$710.00
Ft Collins High School SUBTOTAL:			\$5,309.00

Lincoln IB World School			
QTY	PRODUCT NAME	UNIT PRICE	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$4,599.00	\$4,599.00
1	AVID Weekly Secondary	\$710.00	\$710.00
Lincoln IB World School SUBTOTAL:			\$5,309.00

TOTAL: \$10,618.00

plus all applicable taxes

Additional Comments:

N/A

This AVID Center Products and Services Quote/Order is a Subsequent Quote/Order as defined in the General Terms and Conditions previously agreed to by AVID Center and the “Client” identified above (“Ts&Cs”). This Quote/Order and any exhibits or attachments hereto, together with the Ts&Cs (including the definitions of terms set forth at <https://www.avid.org/Page/3290> or another location on AVID Center’s website designated by AVID Center), supersedes all previous Quote/Orders and constitutes a binding agreement between AVID Center and Client with respect to the AVID Products and Services specified above. Certain AVID Products and Services may be cancelled by Client as set forth in AVID Center’s Rest Assured Policy at <https://www.avid.org/rest-assured-policy>.

AVID Center is committed to assisting Client with a successful implementation. Additional information regarding professional learning registrations is listed below:

- Newly implementing AVID sites are best supported by a core site team of educators – at least 8 for AVID Secondary or 4 for AVID Elementary. In the initial year of implementation, Client agrees to enroll participants into AVID Summer Institute (“SI”) equal to the minimum core site team described herein, unless AVID Center agrees otherwise on this Quote/Order. If other professional learning events are taken instead of SI, prices will be adjusted accordingly upon completion of the training event.
- For each existing site in year 2 and beyond of AVID implementation, Client agrees to enroll one (1) participant into AVID Ignite, unless Client notifies otherwise. If a participant is not enrolled or a registrant does not attend, Client will receive a voucher to be used for AVID Ignite in the following summer after payment has been received.

Client will be invoiced for the greater of the number of participants from a site registered for the event or committed to on this Quote/Order. No payment is due at the time of execution of this Quote/Order, notwithstanding anything to the contrary in the General Terms and Conditions. At the time of invoicing, AVID Center will verify registration fees for each site listed on this Quote/Order and any registrations which have been previously paid will be removed from the invoice. Payment will be due within thirty (30) days following receipt of AVID Center’s invoice related to this Quote/Order. Each party has caused this Quote/Order to be signed by its duly authorized representative. The terms of this Quote/Order will control in the event of a conflict with any terms or conditions set forth in any purchase order or other document or communication from Client and any such terms and conditions are hereby rejected by AVID Center and of no effect.

AVID Center,
a California Non-Profit Corporation 501(c)(3)

Poudre School District R-1

Signed by:

Sign:

Print

Name:

Seksit Niltub

552C6D1F933340C...

Seksit Niltub

Title:

Controller

Date:

9/26/2025 | 7:28 AM PDT

Email:

contracts@avid.org

AVID Center
9797 Aero Drive, Suite 100
San Diego, CA 92123
Employer ID # 33-0522594

Signed by:

Sign:

Print

Name:

Amanda Kreiger

5709678B4869430...

Amanda Kreiger

Title:

Director of Curriculum & Instruction

Date:

9/29/2025 | 12:37 PM PDT

Email:

akreiger@psdschools.org



Exhibit C

AVID Center Accessibility Conformance Report

Revised Section 508 Edition

(Based on VPAT® Version 2.4Rev)

Name of Product/Version: MyAVID

Website: my.avid.org – requires login credentials

Report Date: 01/10/2025

Product Description: Customer web portal with program related functions and services and pass through access our Learning Management System (LMS) on Instructure Canvas.

Contact Information: Jeff Popp, Senior Data and Web Development Specialist, jpopp@avid.org

Notes: Notes: AVID Center utilizes (Site Improve) to facilitate adherence with best practices related to accessibility and will help inform design decisions moving forward. We are currently undertaking remediating issues identified during the process of this evaluation.

MyAVID provides various levels of access based on roles. For this evaluation we used the broadest access role that members would have. This covers most of the pages commonly accessed by users of this platform. There are administrative pages used by staff exclusively that are not included in this evaluation, though we will include these pages as we expand the scope of our evaluation software.

AVID Center is in the process of moving to a new CMS platform. As part of this work, most of the items rated 'Partially Supports' will come into compliance. This work will cascade across the next 2 years and will span across all our web properties and assets.

We are in our busy period of the year for Professional Learning and as such, have code freezes for the MyAVID site intermittently in January and February during our registration process, and then again during summer PL. in place. The code freeze will expire on 8/10/2024 with our first release scheduled for 8/3/2024. Our intent is to release as many of the updates to comply with criteria where noted.

- Tables 3 was removed as it was Not Evaluated

Evaluation Methods Used:

- Testing with assistive technologies (Site Improve)
- Testing is based on general product knowledge

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 2.2	Level A (Yes) Level AA (Yes) Level AAA (No)
Revised Section 508 standards published January 18, 2017 and corrected January 22, 2018	(Yes)

Terms

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

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

WCAG 2.2 Report

Tables 1 and 2 also document conformance with Revised Section 508:

- Chapter 5 – 501.1 Scope, 504.2 Content Creation or Editing
- Chapter 6 – 602.3 Electronic Support Documentation

Note: When reporting on conformance with the WCAG 2.0 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	• 624 of 6,287 occurrences do not meet criteria • We expect this will come into full compliance with our CMS work
1.2.1 Audio-only and Video-only (Prerecorded) (Level A)	Supports	
1.2.2 Captions (Prerecorded) (Level A)	Supports	
1.2.3 Audio Description or Media Alternative (Prerecorded) (Level A)	Partially Supports	• Some videos have the audio description included, some do not. We are looking into how we might better meet the criteria of this item.
1.3.1 Info and Relationships (Level A)	Partially Supports	• 43 of 69,920 do not meet criteria • We expect this will come into full compliance with our CMS work
1.3.2 Meaningful Sequence (Level A)	Supports	
1.3.3 Sensory Characteristics (Level A)	Supports	
1.4.1 Use of Color (Level A)	Partially Supports	• 5 of 25 occurrences do not meet the criteria • We expect this will come into full compliance with our CMS work

Criteria	Conformance Level	Remarks and Explanations
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 and 2.2)	Not Applicable	All shortcuts are standard to the browser and operating system in use
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)	Supports	
2.4.2 Page Titled (Level A)	Partially Supports	8 of 389 occurrences fail to meet criteria - We expect this will come into full compliance with our CMS work
2.4.3 Focus Order (Level A)	Partially Supports	- This is manually tested item. Most, but not all pages use a focus order that is sequential and preserves meaning. - We expect this will come into full compliance with our CMS work
2.4.4 Link Purpose (In Context) (Level A)	Partially Supports	597 of 28,566 occurrences do not meet criteria - We expect this will come into full compliance with our CMS work
2.5.1 Pointer Gestures (Level A 2.1 and 2.2)	Not Applicable	
2.5.2 Pointer Cancellation (Level A 2.1 and 2.2)	Not Applicable	
2.5.3 Label in Name (Level A 2.1 and 2.2)	Supports	
2.5.4 Motion Actuation (Level A 2.1 and 2.2)	Supports	
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	
3.2.6 Consistent Help (Level A 2.2 only)	Supports	
3.3.1 Error Identification (Level A)	Supports	

Criteria	Conformance Level	Remarks and Explanations
3.3.2 Labels or Instructions (Level A)	Supports	
3.3.7 Redundant Entry (Level A 2.2 only)	Supports	
4.1.1 Parsing (Level A) WCAG 2.0 and 2.1 – Always answer ‘Supports’ WCAG 2.2 (obsolete and removed) - Does not apply	Does not apply	For WCAG 2.0 and 2.1, the September 2023 errata update indicates this criterion is always supported. See the WCAG 2.0 Editorial Errata and the WCAG 2.1 Editorial Errata .
4.1.2 Name, Role, Value (Level A)	Partially Supports	• 755 of 30,158 occurrences do not meet criteria • We expect this will come into full compliance with our CMS work • We are reviewing some pages to ensure they comply with best practices as relates to ○ Text area descriptions ○ iFrame descriptions ○ Input field descriptions

Table 2: Success Criteria, Level AA

Notes:

Criteria	Conformance Level	Remarks and Explanations
1.2.4 Captions (Live) (Level AA)	Supports	
1.2.5 Audio Description (Prerecorded) (Level AA)	Partially Supports	Some videos have the audio description included, some do not. We are looking into how we might better meet the criteria of this item.
1.3.4 Orientation (Level AA 2.1 and 2.2)	Supports	
1.3.5 Identify Input Purpose (Level AA 2.1 and 2.2)	Supports	
1.4.3 Contrast (Minimum) (Level AA)	Partially Supports	- Color contrast ratio on page numbers for landing page scroll are 1.6:1 and should be at least 3:1. - Color contrast on library purchase buttons, chapter guides and chapter resources are 2.4:1 and need to be at 4.5:1. - We expect these will come into full compliance with our CMS work
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 and 2.2)	Supports	
1.4.11 Non-text Contrast (Level AA 2.1 and 2.2)	Supports	
1.4.12 Text Spacing (Level AA 2.1 and 2.2)	Supports	
1.4.13 Content on Hover or Focus (Level AA 2.1 and 2.2)	Partially Supports	Almost all pages comply. We have a standard UI control in the same location throughout the site. On most pages this works as described in the criteria, but we did find a few pages where it did not. We are troubleshooting this and expect to patch it in our release on 8/13/2024.
2.4.5 Multiple Ways (Level AA)	Supports	

Criteria	Conformance Level	Remarks and Explanations
2.4.6 Headings and Labels (Level AA)	Supports	
2.4.7 Focus Visible (Level AA)	Partially Supports	- The items in the page header 'MyAVID', 'Org Search', 'Contact Search', 'Log Out', 'Search', and social media icons, do not highlight On Focus. - We noted that most pages do support this item and we are troubleshooting the few that do not.
2.4.11 Focus Not Obscured (Minimum) (Level AA 2.2 only)	Partially Supports	
2.5.7 Dragging Movements (Level AA 2.2 only)	Not Applicable	
2.5.8 Target Size (Minimum) (Level AA 2.2 only)	Partially Supports	- Deployment scheduled for Tuesday 8/13/2024 will correct the majority of the issues - Many of the items that do not meet the criteria are related to videos that are still operational on this site, but users are encouraged to link out to a new website for Weeks at a Glance (WAAG) site, that is compliant on this item.
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	
3.3.8 Accessible Authentication (Minimum) (Level AA 2.2 only)	Supports	
4.1.3 Status Messages (Level AA 2.1 and 2.2)	Supports	

Table 3: Success Criteria, Level AAA

Not Evaluated

Revised Section 508 Report

Notes:

Chapter 3: [Functional Performance Criteria \(FPC\)](#)

Criteria	Conformance Level	Remarks and Explanations
Without Vision	Supports	MyAVID operates well with screen readers such as JAWS, NVDA and VoiceOver.
With Limited Vision	Supports	MyAVID supports screen magnification and browser-provided zoom functionality.
Without Perception of Color	Supports	MyAVID does not require color perception for operation.
Without Hearing	Supports	MyAVID does not use any audio for its default operation.
With Limited Hearing	Supports	MyAVID does not use any audio for its default operation. Users can upload their own content and are responsible for ensuring the accessibility of the uploaded content.
Without Speech	Supports	MyAVID does not require speech for operation.
With Limited Manipulation	Supports	MyAVID does not require fine motor control or simultaneous actions. It is accessible via keyboard and touch devices.
With Limited Reach and Strength	Supports	MyAVID does not require fine motor control or simultaneous actions. It is accessible via keyboard and touch devices.
With Limited Language, Cognitive, and Learning Abilities	Partially Supports	MyAVID provides an easy-to-use interface for users with cognitive or learning disabilities. MyAVID does not support adaptation of content.

Chapter 4: [Hardware](#)

Not Applicable as MyAVID is not a Hardware product.

Chapter 5: [Software](#)

Note: These criteria are Not Applicable as MyAVID is a web application that does not directly access platform accessibility services.

Chapter 6: [Support Documentation and Services](#)

Notes:

Criteria	Conformance Level	Remarks and Explanations
602 Support Documentation		
602.2 Accessibility and Compatibility Features	Not Applicable	MyAVID is not a Hardware or Software platform.
602.3 Electronic Support Documentation	See WCAG 2.x section	See information in WCAG 2.x section
602.4 Alternate Formats for Non-Electronic Support Documentation	Not Applicable	Support documents are not provided solely in non-electronic format.
603 Support Services		
603.2 Information on Accessibility and Compatibility Features	Does Not Support	MyAVID does not have information available regarding how to use Accessibility features nor which features are Compatible with support devices. This will be one of the highest priority items for AVID Center to resolve coming out of this review.
603.3 Accommodation of Communication Needs	Partially Supports	MyAVID provides multiple channels for users of the platform to select for support. These include voice by calling AVID Care, chat with AVID Care, email AVID Care, and online documentation. We will continue to improve on options for support all individuals using best practices and information available.