**THIRD AMENDMENT TO SOFTWARE SERVICES AGREEMENT
BETWEEN BLOOMSIGHT US LLC
AND POUDRE SCHOOL DISTRICT R-1**

This Third Amendment ("Amendment") dated the 16th day of June, 2025 ("Effective Date"), is attached to and forms part of the Software Services Agreement between Poudre School District R-1 (the "District") and Bloomsight US LLC (the "Contractor"), executed May 3, 2022, the First Amendment to the contract executed August 7, 2023 and the Second Amendment to the contract executed March 13, 2024, each of which are attached and made part of this Third Amendment. To the extent that any of the terms or conditions contained in this Third Amendment may contradict with any of the terms or conditions of the attached Agreement, the First Amendment or the Second Amendment ("Agreement"), it is expressly understood and agreed that the terms of this Third 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 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 September 1, 2025 as outlined in 1.1 of the Agreement, the District and Contractor elect to extend the term of the Agreement beginning on September 2, 2025, through August 31, 2026.

3. **Amended Responsibilities.**

   3.1. Exhibit A is deleted hereby in its entirety.

   3.2. Replace Exhibit A with Contractor's Product Description and Data Elements of District Data or PII that Bloomsight Collects, Generates, or Uses hereby attached to this Third 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 Bloomsight Annual Subscription, hereby attached to this Third Amendment and made part of this Agreement.

   3.5. The pricing of all Services under this Agreement shall not exceed and as set forth on the attached Exhibit B.

   3.6. Exhibit C is deleted hereby in its entirety.

   3.7. Replace Exhibit C with Contractor's Bloomsight Accessibility Conformance Report, hereby attached to this Third Amendment and made part of this Agreement.

   3.8. Section 10, Insurance is deleted hereby in its entirety.

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3.9. Add Exhibit D with Poudre School District's Tech Services with PII Insurance Requirements hereby attached to this Third Amendment and made part of this Agreement.

4. **Special Provisions.**

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

5. **General Provisions.**

    5.1. **Entire Agreement.** The original Agreement, the First Amendment, Second Amendment and this Third Amendment 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.

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

THE REMAINDER OF THIS AGREEMENT WAS INTENTIONALLY LEFT BLANK

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

BLOOMSIGHT US LLC   POUDRE SCHOOL DISTRICT R-1

By:_____   By:_____

Adam Rockenbach   R. David Montoya
Co-Founder and CEO   Chief Finance Officer

By:_____
Julie Chaplain (Jun 25, 2025 14:58 MDT)

Julie Chaplain, PhD
Assistant Superintendent

Exhibit A

Product Description

Bloomsights is a tool designed for educators to gain deep insights into their students' thoughts, emotions, and experiences within the school environment. It serves as both a formative assessment and a means to enhance student well-being, foster a positive school atmosphere, and promote holistic student development.

Bloomsights provides a clear picture of students' needs, enabling educators to effectively identify and prioritize necessary interventions. Additionally, it offers continuous and meaningful insights, empowering educators to strategize and implement targeted approaches that facilitate positive student outcomes and overall school improvement.

The Data Elements of District Data or PII that Bloomsights Collects, Generates, or Uses

What Data is Collected Through the Use of Bloomsights?

Data Collected	General Purpose of Data Collection
School name	Required to support product functionality
Student first & last name	Required to support product functionality
Student grade level	Required to support product functionality
Student Clever id	Required to support product functionality
Student gender	Required to support product functionality
Staff first and last name	Required to support product functionality
Staff email	Required to support product functionality
Staff Clever id	Required to support product functionality
Teacher first and last name	Required to support product functionality

Teacher email	Required to support product functionality
Teacher Clever id	Required to support product functionality
Teacher roster data	Required to support product functionality
Bloomsights survey question response value	Used for teacher data collection
Student connection responses	Used for teacher data collection
Student connection timestamp	Used for teacher data collection
Student survey responses timestamp	Used for teacher data collection
IP address	Stored for security examination

What Data is Generated By Bloomsights?

In addition to the types of data indicated above, Bloomsights collects, analyzes, or creates:

Data Generated	General Purpose of Data Generation
Bloomsights Survey Results	The Bloomsights survey employs a comprehensive set of questions covering various aspects of learning and health to gather data on student attitudes, behaviors, and experiences within the school context. This feedback is a valuable resource for educators, aiding them in cultivating student well-being, fostering thriving social and academic communities, and cultivating positive learning environments within the school setting.
Teacher Reports	Bloomsights uses student feedback and expert research to help educators identify and address student needs early on. They can effectively support students' social, emotional, and academic growth with tailored tools and recommendations.
Bloomsights Indicators	Bloomsights indicators provide a calculated, real-time status of each student's well-being based on student perception data

Historical charts	Bloomsights provides teachers and staff with ongoing well-being and school climate over the course of the school year.
Bloomsights Sociograms	Bloomsights provides teachers and staff with a mapping of student connections at the class and grade levels to detect signs of social isolation and pinpointing opportunities to improve student social interactions with peers.

What Third-Parties Does Bloomsights Partner With?

Vendor	URL	Description
Google Cloud	https://cloud.google.com	Cloud provider for server & database
Clever	https://clever.com	Rostering data
Classlink	https://classlink.com	Rostering data
Sentry	https://sentry.io/welcome/	Alerts and monitoring

Pricing

Bloomsights Annual Subscription	$1700/year
- Schoolwide license - Rostering support through Clever or Classlink - Unlimited student check-ins - Tiered strategies to support student outcomes - Educator training and support	

Contact Information

Adam Rockenbach
Co-Founder and CEO

970.413.4535
adam@bloomsights.com

Business Address

Bloomsights US, LLC
7056 Lightning Ct
Timnath, CO 80547

Contract Notices

Adam Rockenbach
Co-Founder and CEO
970.413.4535
adam@bloomsights.com

Exhibit B

ANNUAL SUBSCRIPTION

Bloomsights

$1700/school

- Schoolwide license
- Rostering support via Clever or Classlink
- Unlimited student check-ins
- Tiered student support strategies
- Staff training and support

*

Exhibit C

‹WCAG.designs›

Bloomsights Accessibility Conformance Report

WCAG Edition

(Based on VPAT® Version 2.5)

Name of Product/Version: Bloomsights v1.0

Report Date: May 30th, 2025

Product Description: Bloomsights provides educators with insights into students' emotions, thoughts, and experiences at school to facilitate a more empathetic and effective approach to teaching and student support.

Contact Information: adam@bloomsights.com

Notes: This conformance report assesses the Bloomsights' product for compliance with the WCAG 2.2 AA guidelines for the Students and Teachers solutions across a sample set of pages provided by the client.

Evaluation Methods Used:

This conformance report is based on the results of an accessibility audit conducted by WCAG Designs on a representative sample of pages/components across selected user journeys, benchmarked against the Web Content Accessibility Guidelines (WCAG) 2.2. See Applicable standards/guidelines below.

For this report, the W3C Website Accessibility Conformance Evaluation Methodology (WCAG-EM) was followed by conducting the accessibility audit. Testing included manual accessibility testing, automated accessibility testing, exclusive use of the keyboard, and testing with assistive technologies.

The following applications were used as part of the audit to identify potential accessibility issues:

- Desktop browsers: Chrome, Edge
- Mobile browsers: Mobile Chrome, Mobile Safari
- Assistive Technologies: JAWS 2022, ZoomText 2022
- Accessibility testing tools: Accessible color picker

Applicable Standards/Guidelines

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

Standard/Guideline	Included In Report
Web Content Accessibility Guidelines 2.0	Level A (Yes) Level AA (Yes) Level AAA (No)
Web Content Accessibility Guidelines 2.1	Level A (Yes) Level AA (Yes) Level AAA (No)
Web Content Accessibility Guidelines 2.2	Level A (Yes) Level AA (Yes) Level AAA (No)

Terms

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

- **Supports**: The functionality of the product has at least one method that meets the criterion without known defects or meets with equivalent facilitation.

- **Partially Supports**: Some functionality of the product does not meet the criterion.

- **Does Not Support**: The majority of product functionality does not meet the criterion.

- **Not Applicable**: The criterion is not relevant to the product.

- **Not Evaluated**: The product has not been evaluated against the criterion. This can only be used in WCAG Level AAA criteria.

WCAG 2.2 Report

Tables 1 and 2 also document conformance with:

- EN 301 549: Chapter 9 – Web, Sections 10.1-10.4 of Chapter 10 – Non-Web documents, and Sections 11.1-11.4 and 11.8.2 of Chapter 11 – Non-Web Software (open and closed functionality), and Sections 12.1.2 and 12.2.4 of Chapter 12 – Documentation
- Revised Section 508: Chapter 5 – 501.1 Scope, 504.2 Content Creation or Editing, and Chapter 6 – 602.3 Electronic Support Documentation.

Note: When reporting on conformance with the WCAG 2.2 Success Criteria, they are scoped for full pages, complete processes, and accessibility-supported ways of using technology as documented in the WCAG 2.2 Conformance Requirements.

Table 1: Success Criteria, Level A

Notes:

Criteria	Conformance Level	Remarks and Explanations
1.1.1 Non-text Content (Level A)	Supports	Web: All non-text content presented to the user has a text alternative that serves the equivalent purpose.
1.2.1 Audio-only and Video-only (Prerecorded) (Level A)	Not Applicable	Web: Audio-only and Video-only content is not present across the tested pages.
1.2.2 Captions (Prerecorded) (Level A)	Not Applicable	Web: Prerecorded multimedia content is not present across the tested pages.
1.2.3 Audio Description or Media Alternative (Prerecorded) (Level A)	Not Applicable	Web: Prerecorded multimedia content is not present across the tested pages.
1.3.1 Info and Relationships (Level A)	Supports	Web: Headings and list are defined for most of the content on the tested pages.
1.3.2 Meaningful Sequence (Level A)	Supports	Web: Information is presented in a meaningful sequence to ensure that it can be accessed in a logical order by assistive technologies, such as screen readers on the tested pages.
1.3.3 Sensory Characteristics (Level A)	Supports	Web: Instructions to access page content are presented on the sample pages tested.
1.4.1 Use of Color (Level A)	Supports	Web: Color alone is not used to convey visual information across the sample pages evaluated.
1.4.2 Audio Control (Level A)	Supports	Web: Controls are available to play and pause the audio content available across the tested pages.
2.1.1 Keyboard (Level A)	Supports	Web: Interactive elements can be activated using a

Criteria	Conformance Level	Remarks and Explanations
		keyboard across the pages tested.
2.1.2 No Keyboard Trap (Level A)	Supports	Web: The user's keyboard focus is not trapped at any point and can move smoothly between interactive elements across the tested pages.
2.1.4 Character Key Shortcuts (Level A 2.1 and 2.2)	Not Applicable	Web: Character key shortcuts are not defined for the interactive elements.
2.2.1 Timing Adjustable (Level A)	Supports	Web: An option to extend the time limit is available for users across the tested pages for mobile devices.
2.2.2 Pause, Stop, Hide (Level A)	Not Applicable	Web: The tested pages do not contain any moving, blinking, or auto-updating content.
2.3.1 Three Flashes or Below Threshold (Level A)	Not Applicable	Web: Content that flashes more than three times in one second or below thresholds is not present across the tested pages.
2.4.1 Bypass Blocks (Level A)	Supports	Web: Landmarks are available for users to distinguish between regions. Skip link is available for users to bypass content blocks.
2.4.2 Page Titled (Level A)	Supports	Web: Most tested sections include unique and descriptive titles that clearly convey the content of the pages.
2.4.3 Focus Order (Level A)	Supports	Web: Keyboard users can navigate through elements in a logical and meaningful sequence on the sample pages tested.

Criteria	Conformance Level	Remarks and Explanations
2.4.4 Link Purpose (In Context) (Level A)	Supports	Web: On the tested pages, the purpose of each link can be determined from the link text alone or in combination with its programmatically determined context.
2.5.1 Pointer Gestures (Level A 2.1 and 2.2)	Not Applicable	Web: The tested pages do not include functionality that depends on multipoint or path-based gestures.
2.5.2 Pointer Cancellation (Level A 2.1 and 2.2)	Supports	Web: The functionality of all interactive elements on the tested page is activated on the up-event.
2.5.3 Label in Name (Level A 2.1 and 2.2)	Supports	Web: The accessible name matches the visible label across the tested pages.
2.5.4 Motion Actuation (Level A 2.1 and 2.2)	Not Applicable	Web: The tested pages do not contain functionality that relies on device or user motion.
3.1.1 Language of Page (Level A)	Supports	Web: The primary language of the tested page is programmatically defined in the HTML.
3.2.1 On Focus (Level A)	Supports	Web: When any component receives focus, it does not trigger a change in context on the tested pages
3.2.2 On Input (Level A)	Supports	Web: Entering data does not trigger a change of context on the tested pages.
3.2.6 Consistent Help (Level A 2.2 only)	Supports	Web: Help mechanisms are available on the sample pages tested.

Criteria	Conformance Level	Remarks and Explanations
3.3.1 Error Identification (Level A)	Supports	Web: Error messages are present on the login page tested.
3.3.2 Labels or Instructions (Level A)	Supports	Web: Labels are provided for the form fields on the tested pages.
3.3.7 Redundant Entry (Level A 2.2 only)	Not Applicable	Web: Information previously entered by or provided to the user, which needs to be re-entered, is not available across the tested pages.
4.1.1 Parsing (Level A) WCAG 2.0 and 2.1 – Always answer 'Supports' WCAG 2.2 (obsolete and removed) - Does not apply	Supports	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)	Supports	Web: Custom controls on the tested pages have name, role, and state defined programmatically.

Table 2: Success Criteria. Level AA

Notes:

Criteria	Conformance Level	Remarks and Explanations
1.2.4 Captions (Live) (Level AA)	Not Applicable	Web: No live multimedia content is present on the tested pages.
1.2.5 Audio Description (Prerecorded) (Level AA)	Not Applicable	Web: No prerecorded multimedia content was found on the tested pages.
1.3.4 Orientation (Level AA 2.1 and 2.2)	Supports	Web: Across the tested pages, content and functionality are accessible in both portrait and landscape orientations. However, there are a few instances where content is unavailable to users in

Criteria	Conformance Level	Remarks and Explanations
		one or more display modes
1.3.5 Identify Input Purpose (Level AA 2.1 and 2.2)	Supports	Web: The purpose of each input field on the tested pages is programmatically defined.
1.4.3 Contrast (Minimum) (Level AA)	Supports	**Web:** Most textual content meets the minimum 4.5:1 color contrast ratio on the sample pages tested. Users who prefer enhanced visibility can access an alternate high-contrast mode. Without this mode enabled, a small number of areas may fall below the required contrast threshold.
1.4.4 Resize text (Level AA)	Supports	Web: Content can be resized up to 200% without loss of content or functionality.
1.4.5 Images of Text (Level AA)	Supports	Web: Information is conveyed through plain text rather than text images.
1.4.10 Reflow (Level AA 2.1 and 2.2)	Supports	Web: Content and functionality remain available for low vision users when reflowed across the sample pages tested.
1.4.11 Non-text Contrast (Level AA 2.1 and 2.2)	Supports	Web: User interface controls use sufficient color contrast for graphical objects and focus indicators across the sample pages tested.
1.4.12 Text Spacing (Level AA 2.1 and 2.2)	Supports	Web: When text spacing styles are applied, users easily access content and functionality across sample pages tested.
1.4.13 Content on Hover or Focus (Level AA 2.1 and 2.2)	Supports	Web: Users can dismiss all hover/focus content without losing location, including persistent content that remains until dismissed.
2.4.5 Multiple Ways (Level AA)	Supports	Web: Multiple ways to locate required content are

Criteria	Conformance Level	Remarks and Explanations
		available.
2.4.6 Headings and Labels (Level AA)	Supports	Web: User interface control labels and headings are unique and descriptive across all sample pages tested.
2.4.7 Focus Visible (Level AA)	Supports	Web: All interactive elements on the sample pages tested receive visible keyboard focus.
2.4.11 Focus Not Obscured (Minimum) (Level AA 2.2 only)	Supports	Web: Focus indicators maintain 3:1 contrast ratio between focused and unfocused states across all tested pages.
2.5.7 Dragging Movements (Level AA 2.2 only)	Not Applicable	Web: No drag and drop functionality exists across the sample pages tested.
2.5.8 Target Size (Minimum) (Level AA 2.2 only)	Supports	Web: Web targets maintain sufficient size and spacing across all tested pages.
3.1.2 Language of Parts (Level AA)	Not Applicable	Web: Content in secondary language is not present on the sample pages tested.
3.2.3 Consistent Navigation (Level AA)	Supports	Web: 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
3.2.4 Consistent Identification (Level AA)	Supports	Web: Components that have the same functionality within a set of Web pages are identified consistently
3.3.3 Error Suggestion (Level AA)	Supports	Web: Users are presented with instructions for resolving the errors.
3.3.4 Error Prevention (Legal, Financial, Data) (Level AA)	Not Applicable	Web: The product does not contain forms that include legal commitments, financial transactions, and user-controllable data.

Criteria	Conformance Level	Remarks and Explanations
3.3.8 Accessible Authentication (Minimum) (Level AA 2.2 only)	Supports	Web: Support for password entry by password managers to reduce memory need, and copy and paste to reduce the cognitive burden of re-typing is available on the login page.
4.1.3 Status Messages (Level AA 2.1 and 2.2)	Supports	Web: The page loading status messages are announced for screen reader users on the sample pages tested.

Table 3: Success Criteria, Level AAA

Notes: Not evaluated

Legal Disclaimer (Company)

Accessibility Statement for Bloomsights Web-Based Application

At Bloomsights, we are committed to ensuring that our digital tools are accessible to all educators, students, and community members, including individuals with disabilities.

We design our platform with accessibility in mind from the outset and strive to meet the standards outlined in the Web Content Accessibility Guidelines (WCAG) 2.1, Level AA, and Section 508 of the Rehabilitation Act.

Our Ongoing Commitment

We continuously review and improve our digital properties to ensure accessibility. As part of this commitment:

- We integrate accessibility best practices into all new features and updates.
- We conduct regular accessibility audits using tools such as screen readers, keyboard-only navigation, color contrast analyzers, and

automated scanners.
- We work to address any accessibility issues as they are identified.

Accessibility Features

- Skip Navigation: Users can bypass repetitive page elements and jump directly to the main content.
- Descriptive Titles: All pages and links include meaningful titles.
- Assistive Technology Support: Dynamic elements (such as search) are designed to work with screen readers.
- Keyboard Navigation: All interactive elements are accessible via keyboard.
- Form Accessibility: Input fields are clearly labeled and grouped logically.

Limitations and Third-Party Content

While we make every effort to ensure full accessibility, some older content or third-party tools integrated into our platform may not yet meet WCAG 2.1 Level AA standards. We are not responsible for third-party content, widgets, or APIs that we do not control; however, we will assist users in accessing the information whenever possible.

We Want Your Feedback

If you encounter any accessibility barriers on our platform or have suggestions for improvement, please don't hesitate to let us know.

Phone: 970.413.4535
Email: adam@bloomsights.com

We aim to respond within 5 business days and appreciate your help in making Bloomsights accessible for everyone.

Exhibit D

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

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.

Bloomsight - Third Amendment ONLY - 2025-2026 - Final - Vendor Signed

Final Audit Report 2025-06-25

Created:	2025-06-25
By:	Becky Hall (rehall@psdschools.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAeA58MzWEoBcNms7qlRmyw6gZtPfkZo2a

"Bloomsight - Third Amendment ONLY - 2025-2026 - Final - Vendor Signed" History

📄 Document created by Becky Hall (rehall@psdschools.org)
2025-06-25 - 3:01:57 PM GMT- IP address: 164.104.6.135

✉️ Document emailed to Julie Chaplain (jchaplain@psdschools.org) for signature
2025-06-25 - 3:03:02 PM GMT

📄 Email viewed by Julie Chaplain (jchaplain@psdschools.org)
2025-06-25 - 3:05:41 PM GMT- IP address: 72.152.84.9

✍️ Document e-signed by Julie Chaplain (jchaplain@psdschools.org)
Signature Date: 2025-06-25 - 8:58:34 PM GMT - Time Source: server- IP address: 164.104.6.49

✉️ Document emailed to Dave Montoya (davem@psdschools.org) for signature
2025-06-25 - 8:58:37 PM GMT

📄 Email viewed by Dave Montoya (davem@psdschools.org)
2025-06-25 - 10:33:04 PM GMT- IP address: 164.104.10.1

✍️ Document e-signed by Dave Montoya (davem@psdschools.org)
Signature Date: 2025-06-25 - 10:33:22 PM GMT - Time Source: server- IP address: 164.104.10.1

✅ Agreement completed.
2025-06-25 - 10:33:22 PM GMT

**SECOND AMENDMENT SOFTWARE SERVICES
AGREEMENT BETWEEN BLOOMSIGHT US LLC
AND POUDRE SCHOOL DISTRICT R-1**

This Second Amendment ("Second Amendment") effective as of the 13th day of March, 2024, is attached to and forms part of the Software Services Agreement between and Poudre School District R-1 (the "District") and Bloomsight US LLC (the "Contractor") executed May 3, 2022 and the First Amendment to the Agreement executed August 7, 2023 ("Agreement"), both of which are attached and made part of this Second Amendment. To the extent that any of the terms or conditions contained in this Second 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 Second 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 September 1, 2024, as outlined in section 1.1 of the Agreement, the District and Contractor elect to extend the term of the Agreement beginning on August 31, 2024 through September 1, 2025.

3. **Amended Responsibilities.**

   3.1. Exhibit A is deleted hereby in its entirety.

   3.2. Replace Exhibit A with Contractor's Data Collection, 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 Annual Subscription, 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.

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

BLOOMSIGHTS US LLC

By: _Adam Rockenbach (Mar 26, 2024 11:06 MDT)_

Name: Adam Rockenbach
Title: CEO

POUDRE SCHOOL DISTRICT R-1

By: _R David Montoya_

R. David Montoya
Chief Finance Officer

By: _Julie Chaplain_

Julie Chaplain
Assistant Superintendent

Exhibit A

Bloomsights™

Product Description

Bloomsights is a tool designed for educators to gain deep insights into their students' thoughts, emotions, and experiences within the school environment. It serves as both a formative assessment and a means to enhance student well-being, foster a positive school atmosphere, and promote holistic student development.

Bloomsights provides a clear picture of students' needs, enabling educators to effectively identify and prioritize necessary interventions. Additionally, it offers continuous and meaningful insights, empowering educators to strategize and implement targeted approaches that facilitate positive student outcomes and overall school improvement.

The Data Elements of Disttric Data or PII that Bloomsights Collects, Generates, or Uses

What Data is Collected Through the Use of Bloomsights?

Data Collected	General Purpose of Data Collection
School name	Required to support product functionality
Student first & last name	Required to support product functionality
Student grade level	Required to support product functionality
Student Clever id	Required to support product functionality
Student gender	Required to support product functionality
Staff first and last name	Required to support product functionality
Staff email	Required to support product functionality
Staff Clever id	Required to support product functionality
Teacher first and last name	Required to support product functionality

Teacher email	Required to support product functionality
Teacher Clever id	Required to support product functionality
Teacher roster data	Required to support product functionality
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Student connection responses	Used for teacher data collection
Student connection timestamp	Used for teacher data collection
Student survey responses timestamp	Used for teacher data collection
IP address	Stored for security examination

What Data is Generated By Bloomsights?

In addition to the types of data indicated above, Bloomsights collects, analyzes, or creates:

Data Generated	General Purpose of Data Generation
Bloomsights Survey Results	The Bloomsights survey employs a comprehensive set of questions covering various aspects of learning and health to gather data on student attitudes, behaviors, and experiences within the school context. This feedback is a valuable resource for educators, aiding them in cultivating student well-being, fostering thriving social and academic communities, and cultivating positive learning environments within the school setting.
Teacher Reports	Bloomsights uses student feedback and expert research to help educators identify and address student needs early on. They can effectively support students' social, emotional, and academic growth with tailored tools and recommendations.
Bloomsights Indicators	Bloomsights indicators provide a calculated, real-time status of each student's well-being based on student perception data

Historical charts	Bloomsights provides teachers and staff with ongoing well-being and school climate over the course of the school year.
Bloomsights Sociograms	Bloomsights provides teachers and staff with a mapping of student connections at the class and grade levels to detect signs of social isolation and pinpointing opportunities to improve student social interactions with peers.

What Third-Parties Does Bloomsights Partner With?

Vendor	URL	Description
Google Cloud	https://cloud.google.com	Cloud provider for server & database
Clever	https://clever.com	Rostering data
Classlink	https://classlink.com	Rostering data
Sentry	https://sentry.io/welcome/	Alerts and monitoring

Pricing

Bloomsights Annual Subscription	$1600/year
- Schoolwide license - Rostering support through Clever or Classlink - Unlimited student check-ins - Tiered strategies to support student outcomes - Educator training and support	
New! Bloomsights Reflections	**$550/year**
Bloomsights Reflections simplifies assessing student well-being by providing a convenient platform for educators to gather feedback effortlessly. It consolidates student and educator perspectives, streamlining collaboration.	

Contact Information

Adam Rockenbach
Co-Founder and CEO
970.413.4535
adam@bloomsights.com

Business Address

Bloomsights US, LLC
7056 Lightning Ct
Timnath, CO 80547

Contract Notices

Adam Rockenbach
Co-Founder and CEO
970.413.4535
adam@bloomsights.com

Exhibit B

Bloomsights

ANNUAL SUBSCRIPTION

Bloomsights	$1600/year

- Schoolwide license
- Rostering support via Clever or Classlink
- Unlimited student check-ins
- Tiered student support strategies
- Staff training and support

Reflections	$550/year

Reflections simplifies assessing student well-being by providing a convenient platform for educators to gather student feedback. It consolidates student and educator perspectives, streamlining collaboration.

*
Bloomsights and Reflections   **$2150/year**

FIRST AMENDMENT TO SOFTWARE SERVICE AGREEMENT
BETWEEN BLOOMSIGHT US LLC
AND POUDRE SCHOOL DISTRICT R-1

This First Amendment ("Amendment") dated the 7th day of August 2023, is attached to and forms part of the Software Service Agreement between Poudre School District R-1 (the "District") and Bloomsight US LLC (the "Contractor") executed May 3, 2023 ("Agreement"), herby 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 First Amendment to the Agreement between the District and the Contractor. The purpose of this Amendment is to amend the terms and deliverables between the District and Contractor.

2. **Term of Agreement.**

   2.1. At the conclusion of the term dated September 1 2023, as outlined in section 1.1 of the Agreement, the District and Contractor elect to extend the term of the Agreement beginning on August 31, 2023, through September 1, 2024.

3. **Amended Responsibilities.**

   3.1. Exhibit B is deleted hereby in its entirety.

   3.2. Replace Exhibit B with Contractor's Estimate Number Olander ES 2023-24, Poudre School District 2023-24 and Poudre School District Pricing, hereby attached to this First Amendment and made part of this Agreement

   3.3. The total cost for the Services on the attached Exhibit B is Six Thousand Dollars and Zero Cents ($6,000.00), due and payable by the District thirty (30) days after receipt of Contractor's invoice.

   3.4. The pricing of all Services under this Agreement shall not exceed and as set forth on the attached Exhibit B.

   3.5. Within section 9, delete the language which has a strikethrough and replace with the following language which is underlined:

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

      Poudre School District R-1

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

4. **Special Provisions.**

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

5. **General Provisions.**

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

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

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

BLOOMSIGHTS US LLC   POUDRE SCHOOL DISTRICT R-1

By:_____   By:_____
                                          R David Montoya (Aug 14, 2023 16:34 MDT)

Adam Rockenback   R. David Montoya
Chief Product Officer   Executive Director of Finance

                                       By:_____
                                          Traci Gile (Aug 14, 2023 16:16 MDT)

                                       Traci Gile, Ph.D.
                                       Assistant Superintendent of
                                       Elementary Schools

Exhibit B

$1500 | PER School	$2197	$697 | PER TEAM
ANNUAL SUBSCRIPTION		TRAINING AND LEARNIG

BLOOMSIGHTS SUBSCRIPTION $1500

- Schoolwide license
- Rostering support via Clever
- Unlimited student check-ins
- Personalized tiered strategies to support student outcomes
- Dedicated account manager

Training and Learning $697

- Up to 3 Bloomsights learning licenses
- Enrollment in Bloomsights Professional Learning Courses
- Quick implementation videos
- How to videos to get the most from Bloomsights data
- Support strategies tied to Bloomsights' 16 indicators

ESTIMATE

BILL TO
Poudre School District
Attention: ACCOUNTS PAYABLE
2407 Laporte Avenue
Fort Collins, Colorado 80521
United States

Estimate Number:	Olander ES 2023-24
Estimate Date:	May 10, 2023
Expires On:	July 31, 2023
Grand Total (USD):	**$1,500.00**

Items	Quantity	Price	Amount
Software: Bloomsights Olander ES. School year 2023-24 site-wide license to access Bloomsights software. Improve student´s relationships with their peers and teachers. Foster discussion around strategies that support the social and emotional development of students. Inform planning school culture and climate program strategy. Track student well-being across classroom and school.	1	$1,500.00	$1,500.00

	Total:	$1,500.00
	Grand Total (USD):	**$1,500.00**

ESTIMATE

Bloomsights US LLC
7056 Lightning Ct.
Timnath, Colorado 80547
United States

Phone: 970.568.8981
Mobile: 970.413.4535
bloomsights.com

BILL TO
Poudre School District
Attention: ACCOUNTS PAYABLE
2407 Laporte Avenue
Fort Collins, Colorado 80521
United States

Estimate Number: Poudre School District 2023-24

Estimate Date: April 27, 2023

Expires On: July 31, 2023

Grand Total (USD): **$4,500.00**

Items	Quantity	Price	Amount
Software: Bloomsights Boltz MS. School year 2023-24 site-wide license to access Bloomsights software. Improve student´s relationships with their peers and teachers. Foster discussion around strategies that support the social and emotional development of students. Inform planning school culture and climate program strategy. Track student well-being across classroom and school.	1	$1,500.00	$1,500.00
Software: Bloomsights Blevins MS. School year 2023-24 site-wide license to access Bloomsights software. Improve student´s relationships with their peers and teachers. Foster discussion around strategies that support the social and emotional development of students. Inform planning school culture and climate program strategy. Track student well-being across classroom and school.	1	$1,500.00	$1,500.00
Software: Bloomsights Tavelli ES. School year 2023-24 site-wide license to access Bloomsights software. Improve student´s relationships with their peers and teachers. Foster discussion around strategies that support the social and emotional development of students. Inform planning school culture and climate program strategy. Track student well-being across classroom and school.	1	$1,500.00	$1,500.00

ESTIMATE

Bloomsights US LLC
7056 Lightning Ct.
Timnath, Colorado 80547
United States

Phone: 970.568.8981
Mobile: 970.413.4535
bloomsights.com

Total:	$4,500.00
Grand Total (USD):	**$4,500.00**

SOFTWARE SERVICES AGREEMENT
BETWEEN BLOOMSIGHTS US LLC
AND POUDRE SCHOOL DISTRICT R-1

This Software Services Agreement (the "Agreement") is entered into this 3rd day of May 2022, by and between Poudre School District R-1 (the "District") and Bloomsights US LLC (the "Contractor"). The District and the Contractor are collectively referenced herein as the "parties." Now, therefore, in consideration of the mutual agreements set forth herein, the District and the Contractor agree as follows:

1. **Term of Agreement.**

    1.1. This Agreement shall commence on September 1, 2022 and continue through and including August 31, 2023, unless earlier terminated as provided herein. The Agreement, at the option of the District, may be extended for up to four (4) additional one-year terms.

    1.2. Notwithstanding any other term or provision of this Agreement, the District's obligations hereunder are expressly subject to its budgeting and appropriation of sufficient funds for each fiscal year (July 1 - June 30) the Agreement is in effect. In no event, shall the District's obligations under the 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 original term of the Agreement and/or any extensions thereof as provided in section 1.1 and 1.2 above, the District may terminate the Agreement at any time in its sole discretion for any reason, with or without cause, upon written notice served on the Contractor no less than thirty (30) days prior to the date of termination.

2. **Deliverables and Purchase Price.**

    2.1. The Contractor shall make its Bloomsights web-based digital school climate assessment tool available for use in the District's schools, in accordance with the scope of work set forth in the attached Exhibit A (hereinafter the "Services").

    2.2. The total cost for Services as set forth on the attached Exhibit B is Three Thousand Dollars and No Cents ($3,000.00), due and payable by the District within thirty (30) days of receipt of Contractor's invoice.

    2.3. **Rates.** 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 Quotes for services will be requested by the contact in section 9 of this Agreement, department and school based requests for quotes shall not be processed by the Contractor.

2.3.1.1 Contractor's quotes shall include dates of Service conforming to section 1.1 of this Agreement, per license type cost rate, and District location.

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 2.4 of the Agreement shall be considered unauthorized and payment shall not be issued by the District.

2.4 **Tax Exemption.** The District is exempt from federal and state taxes under Colorado Tax Exempt Number 98-03335.

2.4.1 Contractor shall assure compliance with the District Policy DJG/DJGA, attached as Exhibit C and hereby made part of this Agreement, direct communication with schools or sales must be approved by contact in section 9 of this agreement.

2.5 **Invoicing** Contractor will provide invoices for the Services at a rate not to exceed those specified in Exhibit B. Invoices shall be submitted to the District's Accounts Payable Department within thirty (30) days from receipt of Purchase Order. Invoices for Services shall include name of provider, dates of Services conforming to section 1.1, location for Services and a description of the Services provided.

2.5.1 Invoices received from the Contractor pursuant to this Agreement will be reviewed and approved by the District's representative, indicating that services have been rendered in conformity with the Agreement and then will be sent to the Finance Department for payment. Invoices will generally be paid within thirty (30) days following the District representative's approval.

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

2.5.3 All invoices must be submitted within 30 days of fiscal year end June 30 and may not include items received by the District outside of the fiscal year July 1 – June 30.

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

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

2.7   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.

2.8   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 2.7 are derivative works, and, as such, the District agrees to assign, and hereby assigns, all right, title and interest therein to the Contractor.

2.9   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.

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

3   **Definitions.**

3.3   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.

3.4 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.

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

3.6 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.

3.7 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.

3.8 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.

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

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

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

5.3 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.

5.4   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.**

6.3   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.

6.4   Contractor may to the extent necessary to perform its obligations under the Contract disclose confidential student records and information to its subcontractor that hosts and maintains its web-based platform (hereinafter "Subcontractor") as set forth in Exhibit A. Subcontractor, pursuant to written subcontracts specifying the purpose of the disclosure and providing that: (a) Subcontractor shall not disclose confidential student records and information, in whole or in part, to any other party; (b) Subcontractor shall not use any confidential student records or information to advertise or market to students or their parents/guardians; (c) Subcontractor 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 Subcontractor 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.

6.5   Contractor 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 re-identify or attempt to re-identify any de-identified confidential student records and information.

6.6   Contractor, on behalf of itself and its Subcontractor, 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, 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 Agreement 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.

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

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

8   **Remedies.** If Contractor or Subcontractors fail to comply with any of the foregoing requirements in sections 4, 5, 6 or 7 at any time during or after the term of the Agreement the District may, as applicable, terminate the Agreement and/or disqualify Contractor and any one or more of Subcontractors from future contracts and subcontracts with the District. Excluding any data breach, the District may allow an opportunity to cure a breach within thirty (30) days of written notice.

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

Poudre School District R-1	Bloomsights US LLC
Attn: Tracy Stibitz	Attn: Adam Rockenbach
2407 LaPorte Avenue	Trettenstykkerne 8
Fort Collins, CO 80521	Naestved 4700, Denmark
E-mail: tstibitz@psdschools.org	E-Mail: adam@bloomsights.com

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

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

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

Commercial General Liability

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

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

Minimum Limits

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

The insurance shall provide coverage for:

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

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

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

      13   **General Provisions.**

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

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

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

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

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

13.8 **Governing Law and Venue.** All issues regarding the formation, performance and/or legal enforcement of the Agreement 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 Agreement shall be in Larimer County, Colorado.

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

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

13.11 **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.

13.12 **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.

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

13.14 **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.

13.15 **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.

13.16 **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.

BLOOMSIGHTS US LLC   POUDRE SCHOOL DISTRICT R-1

By: _Adam Rockenbach_   By: _R David Montoya_
Adam Rockenback   R. David Montoya
Chief Product Officer   Executive Director of Finance

By: snielsen@psdschools.org snielsen@psdschools.org (May 10, 2022 14:57 MDT)
Scott Nielsen
Assistant Superintendent of Secondary Schools

Exhibit A

Bloomsights

Overview

Bloomsights is an innovative, student-oriented digital tool that supports school wide efforts to assess school climate and promote student well-being. Bloomsights adaptive survey technology makes it safe and easy for students to share their experiences of school life and reflect on their relationships with their peers and teachers over the course of the school year. Student responses are automatically analyzed using the latest in social and emotional development research and delivered to staff in real-time. These valuable insights provide staff with key metrics of school climate and student well-being tailored to their class and students. Developed by teachers and psychologists, Bloomsights is designed to facilitate deeper communication across all key stakeholders and foster stronger, more inclusive, and happier school communities.

Detailed Description of Bloomsights

Bloomsights is a web-based application for students in grades K-8 and is designed to work on all browsers and devices. Using the most current social and emotional development research, Bloomsights helps schools accurately identify which aspects of school life are positive and need reinforcement and which aspects are negative and should be changed. Additionally, Bloomsights highlights areas of student social and emotional strengths and weaknesses.

Bloomsights includes both a student and teacher experience. Students use their personal user account to sign in to Bloomsights and respond to a set of evidence-based survey questions. Each session is broken into two parts: My Opinion and My Classmates. In My Opinion, students respond to questions that measure how safe, engaged, connected, and supported they feel at school. In My Classmates, students respond to questions that point to their relationships with their peers.

We suggest that students sign in to Bloomsights at home or in the classroom every four to six weeks and spend 5 to 15 minutes to complete their session. However, we have built Bloomsights to allow students to sign in anytime based on unique needs and change their responses to reflect their most current attitudes and opinions.. Students do not need to complete a session for every class/teacher they have. Their responses will automatically be shared based on their class schedule

Teachers also use their personal user account to sign in to Bloomsights. Once they are signed in, they are taken to their class page where they can see the results of their student's session in real time and over the course of the school year at the class, student, and category level. Teachers with multiple sections/classes can select the results they want to see from a drop down menu.

We suggest that teachers assign Bloomsights as homework at a constant interval over the course of the school year. This way Bloomsights does not interfere with instructional time and allows schools to monitor patterns of school climate and student well-being over time. Since we allow students to sign in anytime and use adaptive survey technology, it is expected that students will have different amounts of questions to respond to for each session.

Staff access to Bloomsights varies depending on each schools needs. For this reason, we made it possible for schools to customize access rights based on their individual needs.

What is Poudre School District Buying?

Bloomsights adaptive survey technology
Bloomsights evidence-based survey includes key learning and health-related questions that point to four key components of school climate and student well-being: School Safety, Teaching and Learning, Relationships, and School Environment. Our adaptive technology controls the frequency of the questions that students will be asked to make sure students are shown the most relevant questions. Additionally, Bloomsights questions are progressively revealed to students in small numbers over the course of the course of the school year to protect against survey fatigue. When done over the course of the school year, this process helps students to identify and process their emotions, reflect on their experiences of school life, better understand the dynamics of their class, and encourages students to envision themselves as part of the classroom community. Moreover, Bloomsights adaptive survey technology ensures that school staff always have a real time view of their school's climate and the well-being of their students.

Bloomsights Response Analytics
All student responses are automatically analyzed based on the most current scientific social and emotional development research. The results are delivered to school staff in real time and organized using a three-tiered approach: Class, Student, and Category. Some examples of data analytics offered by Bloomsights include a breakdown of student responses by question, student survey results by category, and individual student responses compared to class responses as a whole.

Bloomsights Indicators
Currently, Bloosmights offers schools access to insights into 10 key indicators of school climate and student well being at both the class and student levels:
- Signs of social isolation
- Signs of bullying
- Signs of boredom
- Signs of loneliness
- Physical/Mental Well-Being
- Teacher-student relationship
- Learning environment
- School environment

- School community
- Classroom community

Each indicator includes the list of questions used to generate the indicator and data visualizations that help school staff better understand student responses to those questions. School staff also has access to expert advice on what the indicators are measuring and why it is important. A list scientific sources for further understanding is also provided for each indicator.

We are in the process of developing more indicators which will be made available to Bloomsights customers over time at no added cost.

Bloomsights Sociogram

Bloomsights interactive sociogram provides schools with an at-a-glance view of the underlying social dynamics found in their class and with their students. This makes it easier for school staff to identify early signs of social isolation, bullying, and other barriers to learning and well-being.

The sociogram uses a formula that calculates the number of connections each student has and the strength of those connections and then graphs each student accordingly. School staff can filter the sociogram to show new connections, one-way connections, and two-way connections. Additionally, Bloomsights visualizes the strength of each connection to help school staff better understand each student's social circle.

What Student Data is Collected Through the Use of Bloomsights?

All data collected directly from students within the Bloomsights platform is authorized through informed, unambiguous, user consent. Additionally, users (through their parent(s)/guardian(s)) may withdraw consent to collect additional data at any time using the contact information listed above or through an authorized contact at .

The Bloomsights platform also collects some additional Personally Identifiable Information (PII) as part of an initial account setup. Bloomsights does not collect or generate any personal data that is not required to provide the functions and services of the Bloomsights platform

Data Collected	General Purpose of Data Collection
Student first & last name	Required to support product functionality
Student grade level	Required to support product functionality
Student class schedule	Required to support product functionality
Student birthdate	Required to support product functionality

Student gender	Required to support product functionality
Student photo	Required to support product functionality
School name	Required to support product functionality
School leader email address	Required to support product functionality
School leader first & last name	Required to support product functionality
Teacher email address	Required to support product functionality
Teacher first & last name	Required to support product functionality
Teacher schedule	Required to support product functionality
Parent or guardian email address	Required to support product functionality
Bloomsights pseudo-anonymized survey user id	Used for teacher data collection
Bloomsights survey question id	Used for teacher data collection
Bloomsights survey question response value	Used for teacher data collection
Bloomsights pseudo-anonymized nominee connection	Used for teacher data collection
Bloomsights pseudo-anonymized nominated student connection	Used for teacher data collection
Strength of connection nomination	Used for teacher data collection
Timestamp connection responses	User research to improve the experience & provide technical support
Timestamp survey responses	User research to improve the experience & provide technical support
Browser type	User research to improve the experience & provide technical support
Browser version	User research to improve the experience & provide technical support
Device type and OS	User research to improve the experience & provide technical support
IP address	User research to improve the experience & provide

	technical support
Machine model	User research to improve the experience & provide technical support
Operating system	User research to improve the experience & provide technical support

What Student Data is Generated by Bloomsights?

In addition to the types of data indicated above, Bloomsights collects, analyzes, or creates:

Data Generated	General Purpose of Data Generation
Bloomsights survey results	Bloomsights uses a broad range of key learning and health-related indicators that are used to collect student data on attitudes, behaviors, and experiences related to school and learning. This feedback helps support educators' work to promote well-being, well-functioning social and academic communities, and positive learning environments in schools.
Teacher Reports • Bloomsights Indicators • Bloomsights Sociogram	Based on received survey responses (and, eventually, on educator and parent/guardian input) Bloomsights' utilizes evidence-based social and emotional development research to analyze student responses. Teachers automatically receive notifications with expert recommendations and ideas for activities to promote wellbeing that are tailored to meet the needs of the class. These reports will evolve to include comprehensive and data-driven best practices to inform and guide efforts to identify student needs early, address social and emotional behavior, and monitor progress.

Real-time Status Analysis	Bloomsights provides a calculated real-time status of each student's and each class' well-being based on data within the platform
Trend Analysis	Bloomsights provides a view of student and class well-being over time
Conflict Detection Analysis	Bloomsights provides functionality to aid to quickly and easily detect conflicts and to help with early interventions
Positive Social Interaction Analysis	Bloomsights pinpoints opportunities to improve social interactions

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

Vendor	URL	Description
Amazon AWS	aws.amazon.com	Cloud provider for server & database
Google Cloud	https://cloud.google.com	Cloud provider for server & database
Global Grid for Learning (Edutone)	https://gg4l.com	Student rostering
Sentry	https://sentry.io/welcome/	Alerts and monitoring

Pricing

The following price list is based on school size. For Bacon Elementary, Bloomsights has used a student enrollment of 500 students to calculate prices. Bloomsights is offering Bacon Elementary a free 3-month trial of our product. After the trial period, Bacon Elementary can choose to purchase a 1, 2, or 3-year adoption of Bloomsights or discontinue use without any charges.

3 Month Trial	1 Year Adoption	2 Years (10% discount)	3 Years (20% discount)

| Free | $1050.00 | $940.00 | $840.00 |

Prices listed are per year and do not include tax.

Exhibit B

ESTIMATE

Bloomsights US LLC
7056 Lightning Ct.
Timnath, Colorado 80547
United States

Phone: 970.568.8981
Mobile: 970.413.4535
bloomsights.com

BILL TO
Poudre School District
Attention: ACCOUNTS PAYABLE
2407 Laporte Avenue
Fort Collins, Colorado 80521
United States

Estimate Number:	Blevins MS 2022
Estimate Date:	April 7, 2022
Expires On:	July 29, 2022
Grand Total (USD):	**$1,500.00**

Items	Quantity	Price	Amount
Software: Bloomsights Blevins MS. School year 2022-23 (9.1.22-8.31.23) site-wide license to access Bloomsights software. Improve student´s relationships with their peers and teachers. Foster discussion around strategies that support the social and emotional development of students. Inform planning school culture and climate program strategy. Track student well-being across classroom and school.	1	$1,500.00	$1,500.00

	Total:	$1,500.00
	Grand Total (USD):	**$1,500.00**

ESTIMATE

Bloomsights US LLC
7056 Lightning Ct.
Timnath, Colorado 80547
United States

Phone: 970.568.8981
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BILL TO
Poudre School District
Attention: ACCOUNTS PAYABLE
2407 Laporte Avenue
Fort Collins, Colorado 80521
United States

Estimate Number:	Boltz MS 2022
Estimate Date:	April 7, 2022
Expires On:	July 29, 2022
Grand Total (USD):	**$1,500.00**

Items	Quantity	Price	Amount
Software: Bloomsights Boltz MS. School year 2022-23 (9.1.22-8.31.23) site-wide license to access Bloomsights software. Improve student´s relationships with their peers and teachers. Foster discussion around strategies that support the social and emotional development of students. Inform planning school culture and climate program strategy. Track student well-being across classroom and school.	1	$1,500.00	$1,500.00

Total:	$1,500.00
Grand Total (USD):	**$1,500.00**