

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

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

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

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

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

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

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

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

#### **Special Provisions.**

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

#### 4. **General Provisions.**

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

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

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

RIVERSIDE ASSESSMENTS, LLC DBA  
RIVERSIDE INSIGHTS

POUDRE SCHOOL DISTRICT R-1

By: Scott E. Olson

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

R. David Montoya  
Chief Finance Officer/Interim COO

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

Amanda Kreiger  
Curriculum Director

# Exhibit B

**Do Not Pay from Quote**

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



## Quote

Prepared For

**Poudre SD R 1**

Poudre SD R 1

2407 LAPORTE AVE

FORT COLLINS CO 80521-2211

United States

For the Purchase of:

**CogAT Online- 2nd Grade Universal Screening**

For additional information or questions, please contact:

**Laura Wilken**

**[laura.wilken@riversideinsights.com](mailto:laura.wilken@riversideinsights.com)**

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

RIVERSIDE INSIGHTS

Attention:  
Kirstan Morris  
[kirstanm@psdschools.org](mailto:kirstanm@psdschools.org)

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

**Do Not Pay from Quote**

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

**Quote For  
Poudre SD R 1**

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

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

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

**RIVERSIDE INSIGHTS**

Attention:  
Kirstan Morris  
kirstanm@psdschools.org

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

**Do Not Pay from Quote**

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

**Quote For  
Poudre SD R 1**

**Total Cost of Quote (PO Amount) : \$18,726.07**

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

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

<b>Ship To:</b> Poudre SD R 1 2407 LAPORTE AVE FORT COLLINS CO 80521-2211 United States
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<b>Bill to:</b> 334408 Poudre SD R 1 2407 LAPORTE AVE FORT COLLINS CO 80521-2211 United States
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- Please provide funding start and end dates.
- Please note that all products and services will be billed upon the processing of your purchase order.
- Our payment terms are 30 days from the invoice date.
- Our standard shipping terms are FOB Shipping Point. The shipping terms for your Quote are FOB Shipping Point.
- Should any of these Terms of Sale conflict with any preprinted terms on your purchase order, the Riverside Insights Terms of Sale shall apply.
- Make check, money order, or valid purchase order payable to Riverside Assessments, LLC.

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

**Date Of Quote: 8/6/2024**

**Quote Expiration Date: 11/4/2024**

**RIVERSIDE INSIGHTS**

Attention:  
Kirstan Morris  
kirstanm@psdschools.org

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

**Do Not Pay from Quote**

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



## Quote

Prepared For

### Poudre SD R 1

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

For the Purchase of:

### **CogAT Online- Blevins MS US 6th Grade**

For additional information or questions, please contact:

**Laura Wilken**  
**[laura.wilken@riversideinsights.com](mailto:laura.wilken@riversideinsights.com)**

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

RIVERSIDE INSIGHTS

Attention:  
Kirstan Morris  
[kirstanm@psdschools.org](mailto:kirstanm@psdschools.org)

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



**Do Not Pay from Quote**

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

**Quote For  
Poudre SD R 1**

**Total Cost of Quote (PO Amount) : \$2,163.76**

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

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

<b>Ship To:</b> Poudre SD R 1 2407 LAPORTE AVE FORT COLLINS CO 80521-2211 United States	<b>Bill to:</b> 334408 Poudre SD R 1 2407 LAPORTE AVE FORT COLLINS CO 80521-2211 United States
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- Please provide funding start and end dates.
- Please note that all products and services will be billed upon the processing of your purchase order.
- Our payment terms are 30 days from the invoice date.
- Our standard shipping terms are FOB Shipping Point. The shipping terms for your Quote are FOB Shipping Point.
- Should any of these Terms of Sale conflict with any preprinted terms on your purchase order, the Riverside Insights Terms of Sale shall apply.
- Make check, money order, or valid purchase order payable to Riverside Assessments, LLC.

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

**Date Of Quote: 2/16/2024**

**Quote Expiration Date: 9/30/2024**

**RIVERSIDE INSIGHTS**

Attention:  
Kirstan Morris  
kirstanm@psdschools.org

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

**Do Not Pay from Quote**

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

**Quote For  
Poudre SD R 1**

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

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

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

**RIVERSIDE INSIGHTS**

Attention:  
Kirstan Morris  
kirstanm@psdschools.org

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

# Exhibit D

# Riverside Insights Accessibility Conformance Report

## WCAG Edition

VPAT® Version 2.4

**Name of Product/Version:** Riverside DataManager

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

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

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

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

### Applicable Standards/Guidelines

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

Standard/Guideline	Included In Report
Web Content Accessibility Guidelines 2.0, at <a href="http://www.w3.org/TR/2008/REC-WCAG20-20081211/">http://www.w3.org/TR/2008/REC-WCAG20-20081211/</a>	Level A (Yes / No ) Level AA (Yes / No ) Level AAA (Yes / No )
Web Content Accessibility Guidelines 2.1 at <a href="https://www.w3.org/TR/WCAG21/">https://www.w3.org/TR/WCAG21/</a>	Level A (Yes / No ) Level AA (Yes / No ) Level AAA (Yes / No )

## Terms

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

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

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

## WCAG 2.0 Report

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

**Table 1: Success Criteria, Level A**

Notes:

Criteria	Conformance Level	Remarks and Explanations
<a href="#">1.1.1 Non-text Content</a> (Level A)	Partially Supports	Some non-text content presented has no text alternative (e.g. web-based reports)
<a href="#">1.2.1 Audio-only and Video-only (Prerecorded)</a> (Level A)	Does Not Support	Platform does not currently provide video content
<a href="#">1.2.2 Captions (Prerecorded)</a> (Level A)	Does Not Support	Platform does not currently provide audio captioning
<a href="#">1.2.3 Audio Description or Media Alternative (Prerecorded)</a> (Level A)	Does Not Support	Platform does not currently provide media alternatives
<a href="#">1.3.1 Info and Relationships</a> (Level A)	Supports	
<a href="#">1.3.2 Meaningful Sequence</a> (Level A)	Supports	
<a href="#">1.3.3 Sensory Characteristics</a> (Level A)	Supports	
<a href="#">1.4.1 Use of Color</a> (Level A)	Supports	
<a href="#">1.4.2 Audio Control</a> (Level A)	Supports	
<a href="#">2.1.1 Keyboard</a> (Level A)	Supports	
<a href="#">2.1.2 No Keyboard Trap</a> (Level A)	Supports	
<a href="#">2.1.4 Character Key Shortcuts</a> (Level A 2.1 only)	Evaluating	
<a href="#">2.2.1 Timing Adjustable</a> (Level A)	Supports	
<a href="#">2.2.2 Pause, Stop, Hide</a> (Level A)	Supports	
<a href="#">2.3.1 Three Flashes or Below Threshold</a> (Level A)	Supports	
<a href="#">2.4.1 Bypass Blocks</a> (Level A)	Partially Supports	
<a href="#">2.4.2 Page Titled</a> (Level A)	Supports	
<a href="#">2.4.3 Focus Order</a> (Level A)	Supports	
<a href="#">2.4.4 Link Purpose (In Context)</a> (Level A)	Supports	
<a href="#">2.5.1 Pointer Gestures</a> (Level A 2.1 only)	Evaluating	
<a href="#">2.5.2 Pointer Cancellation</a> (Level A 2.1 only)	Evaluating	
<a href="#">2.5.3 Label in Name</a> (Level A 2.1 only)	Evaluating	
<a href="#">2.5.4 Motion Actuation</a> (Level A 2.1 only)	Evaluating	
<a href="#">3.1.1 Language of Page</a> (Level A)	Supports	
<a href="#">3.2.1 On Focus</a> (Level A)	Supports	

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

**Table 2: Success Criteria, Level AA**

Notes:

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

Criteria	Conformance Level	Remarks and Explanations
<a href="#">3.3.3 Error Suggestion</a> (Level AA)	Supports	
<a href="#">3.3.4 Error Prevention (Legal, Financial, Data)</a> (Level AA)	Supports	
<a href="#">4.1.3 Status Messages</a> (Level AA 2.1 only)	Evaluating	

**Table 3: Success Criteria, Level AAA**

Notes:

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



Criteria	Conformance Level	Remarks and Explanations
<a href="#">2.5.6 Concurrent Input Mechanisms</a> (Level AAA 2.1 only)	Evaluating	
<a href="#">3.1.3 Unusual Words</a> (Level AAA)	Not Evaluated	
<a href="#">3.1.4 Abbreviations</a> (Level AAA)	Not Evaluated	
<a href="#">3.1.5 Reading Level</a> (Level AAA)	Not Evaluated	
<a href="#">3.1.6 Pronunciation</a> (Level AAA)	Not Evaluated	
<a href="#">3.2.5 Change on Request</a> (Level AAA)	Not Evaluated	
<a href="#">3.3.5 Help</a> (Level AAA)	Not Evaluated	
<a href="#">3.3.6 Error Prevention (All)</a> (Level AAA)	Not Evaluated	

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

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

1. **Term of Agreement.**

1.1. This Agreement shall commence on July 1, 2023 and continue through and including June 30, 2024. The Agreement, at the option of the District, may be extended for up to four (4) additional one-year terms, upon a written mutually agreed upon amendment for each one-year term; provided, District acknowledges that Contractor is entitled to increase its prices annually, as early as January 1 of each calendar year of the term.

1.2. Notwithstanding any other term or provision of this Agreement, the District’s obligations hereunder are expressly subject to its budgeting and appropriation of sufficient funds for each fiscal year (July 1 - June 30) an Agreement is in effect. In no event, shall the District’s obligations in an Agreement constitute a multiple-fiscal year direct or indirect debt or other financial obligation under Article X, Section 20(4)(b) of the Colorado Constitution.

1.3. **Termination For Cause.** Notwithstanding the provisions of section 1.1 and 1.2 above, if either party is in breach of an obligation or covenant under this Agreement the non-breaching party may give written notice to the breaching party describing the breach and demanding that it be cured. If the breach is not cured within thirty (30) days after the breaching party’s receipt of said notice, the non-breaching party may immediately terminate the Agreement and avail itself of any and all remedies available at law or in equity.

1.4. **Termination Without Cause.** Notwithstanding the provisions of sections 1.1, 1.2 and 1.3 above, the District or the Contractor may terminate this Agreement at any time in its sole discretion for any reason, with or without cause, by giving the other party thirty (30) days’ advance written notice of the termination.

2. **Deliverables and Purchase Price.** The Contractor shall make its Cognitive Abilities Test (CogAT) available for use in the District, in accordance with the scope of work set forth in the attached Exhibit A (hereinafter the “Services”).

2.1. The total cost for all Services, consisting of 2,135 testing licenses, under this contract as set forth on the attached Exhibit B, shall not exceed Thirty-Two Thousand, Three Hundred and Forty-Five Dollars and Twenty-Five Cents (\$32,345.25), due and payable thirty (30) days from receipt of Contractor’s invoice.

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

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

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

2.4. **Invoicing.** The District utilizes an online vendor portal to collect, validate, and manage vendor information, including but not limited to tax identification verification, sanction monitoring, receipt of W9 and other required forms. Prior to the issuance of a purchase order or payment, the Contractor will be required to complete the online registration process through the online vendor portal, which shall include the Contractor providing all required documentation, and receiving approval of the submission of all documentation, including but not limited to, taxpayer identification number and bank account verification.

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

approval.

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

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

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

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

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

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

3. **Definitions.**

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

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

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

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

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

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

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

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

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

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

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

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

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

6.2. Contractor may to the extent necessary to perform its obligations under the Contract disclose confidential student records and information to subcontractors as identified in Exhibit D ("Subcontractors") pursuant to written subcontracts specifying the purpose of the disclosure and providing that: (a) Subcontractors shall not disclose confidential student records

and information, in whole or in part, to any other party; (b) Subcontractors shall not use any confidential student records or information to advertise or market to students or their parents/guardians; (c) Subcontractors shall access, view, collect, generate and use confidential student records and information only to the extent necessary to assist Contractor in performing its obligations under the Agreement; and (d) at the conclusion of their work under their subcontracts Subcontractors shall, as directed by the District through the Contractor, either securely destroy all confidential student records and information in their possession, custody or control, or return such confidential student records and information to the District.

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

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

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

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

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

correction requests from parents/guardians and eligible students.

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

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

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

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

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

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

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

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

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

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



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

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

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

**Commercial General Liability**

Minimum Limits

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

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

Minimum Limits

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

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

The insurance shall provide coverage for:

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

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

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

14. **General Provisions.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

RIVERSIDE ASSESSMENTS, LLC  
DBA RIVERSIDE INSIGHTS

POUDRE SCHOOL DISTRICT R-1

By: Scott E. Olson

Scott E. Olson  
Manager, Proposal Services

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

R. David Montoya  
Chief Finance Officer

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

Kate Canine  
Director of Teaching and Learning

# Exhibit A

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

### **CogAT Form 7- What is it?**

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

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

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

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

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

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

### **What Data is Collected and Stored for use in DataManager**

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

#### **The following are required:**

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

**The following are optional:**

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

**The following student scores are stored:**

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

**Usage of Data--How We Use Personal Information**

We use personal information for the following purposes:

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

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

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

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

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

**Third Parties with Access to Data**

**ITS - Internet Testing Systems (online testing)**

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

**Navisite (hosting provider)**

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

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



# Exhibit B

**Do Not Pay from Quote**

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



## Quote

Prepared For

# Poudre SD R 1

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

For the Purchase of:

## CogAT Online 2nd Grade Universal Screening

For additional information or questions, please contact:

**Laura Wilken**  
[laura.wilken@riversideinsights.com](mailto:laura.wilken@riversideinsights.com)

RIVERSIDE INSIGHTS

Attention:  
Kirstan Morris  
[kirstanm@psdschools.org](mailto:kirstanm@psdschools.org)

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

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

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

Thank you,  
**Laura Wilken | Assessment Consultant |**  
**[laura.wilken@riversideinsights.com](mailto:laura.wilken@riversideinsights.com)**

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

**RIVERSIDE INSIGHTS**

Attention:  
 Kirstan Morris  
[kirstanm@psdschools.org](mailto:kirstanm@psdschools.org)

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

**Do Not Pay from Quote**

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

**Quote For  
Poudre SD R 1**

**Total Cost of Quote (PO Amount) : \$32,345.25**

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

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

<b>Ship To:</b> Poudre SD R 1 2407 LAPORTE AVE FORT COLLINS CO 80521-2211 United States	<b>Bill to:</b> 334408 Poudre SD R 1 2407 LAPORTE AVE FORT COLLINS CO 80521-2211 United States
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- Please provide funding start and end dates.
- Please note that all products and services will be billed upon the processing of your purchase order.
- Our payment terms are 30 days from the invoice date.
- Our standard shipping terms are FOB Shipping Point. The shipping terms for your Quote are FOB Shipping Point.
- Should any of these Terms of Sale conflict with any preprinted terms on your purchase order, the Riverside Insights Terms of Sale shall apply.
- Make check, money order, or valid purchase order payable to Riverside Assessments, LLC.

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

**Date Of Quote: 3/13/2023**

**Quote Expiration Date: 12/31/2023**

**RIVERSIDE INSIGHTS**

Attention:  
Kirstan Morris  
kirstanm@psdschools.org

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

# Exhibit C



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

### **VENDOR QUALIFICATIONS**

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

### **CONFLICT OF INTEREST**

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

### **SALES CALLS**

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

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

### **VIOLATIONS**

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

Adopted by Board: May 1972

Revised by Board: May 1982

Revised by Board: April 1988

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

LEGAL REF:

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

CROSS REFS:

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