

Exhibit A



Product Data List

Wixie gathers potentially personally-identifying and personally-identifying information based on the nature of the product interaction.

Data Collected for Operation

1	School Reference ID	May be required to support product functionality
2	School Name	May be required to support product functionality
3	Student Reference ID	Required to support product functionality
4	Student First Name	Required to support product functionality
5	Student Last Name	Required to support product functionality
6	Student Username	Required to support product functionality
7	Student Password	May be required to support product functionality
8	Student's Grade	Required to support product functionality
9	Class Reference ID	Required to support product functionality
10	Class Name	Required to support product functionality
11	Teacher Reference ID	Required to support product functionality
12	Teacher First Name	Required to support product functionality
13	Teacher Last Name	Required to support product functionality
14	Teacher Username	Required to support product functionality
15	Teacher Password	May be required to support product functionality
16	Browser Type	Required to support product functionality
17	Machine Model	User research to improve Wixie experience and functionality.
18	Access Time	User research to improve Wixie experience and functionality.
19	Referring URLs	User research to improve Wixie experience and functionality.
20	Pageviews	User research to improve Wixie experience and functionality.
21	IP Address	User research to improve Wixie experience and functionality.
22	Device ID	User research to improve Wixie experience and functionality.
23	Device Type and OS	Required to support product functionality
24	Application Error Logs	Diagnostic data to improve Wixie experience and functionality.
25	Device Font Listings	May be required to support product functionality



Third Parties

Tech4Learning does not rent or sell potentially personally-identifying and personally-identifying information to anyone for any purpose.

Tech4Learning discloses potentially personally-identifying and personally-identifying information only to those of its employees, contractors, and affiliated organizations that (i) need to know that information in order to process it on Tech4Learning's behalf or to provide services available on Tech4Learning's website and mobile applications, and (ii) that have agreed not to disclose it to others.

Tech4Learning uses encryption technology for the information they share with third parties, and the list of third parties they share with is accurately documented in their Privacy Policy as demonstrated below.

Third-Party Service Providers

<u>Provider</u>	<u>3rd Party Privacy Policy</u>	<u>Purpose/Role</u>
1 Amazon Web Services	https://aws.amazon.com/agreement/	Host Wixie servers, media
2 Upime Robot	https://uptimerobot.com	Site Monitoring
3 Hubspot	http://legal.hubspot.com/privacy-policy https://	Analytics on our websites
4 Authorize.net	www.authorize.net/company/privacy/ https://	Allows teachers to buy Wixie
5 Google Charts	developers.google.com/terms/	Analytics on our websites



Wixie Data Privacy Overview

This document includes an overview of Tech4Learning's Wixie application. Page 1 includes answers to frequently-asked questions. Details about data elements Wixie uses are listed on page 2. Third-party service provider information is listed on page 3.

What is Wixie?

Wixie is an online presentation tool that student can use to add original art using the tools, record their voice, insert images, insert text. They can make multiple page presentations or single page presentations. The final presentations can be printed or exported as video or image files. It is the web version of Pixie which is the desktop version of the software.

Wixie works in browsers on Windows, Macintosh, and Chromebooks. The Wixie app allows students to log into their accounts on iPads, Android tablets, and the Kindle Fire HD. Students can open and continue to work on their projects from anywhere using nearly any device. In addition to creating unique content, teachers can assign students projects to work as well as review, score, and comment on their students' work.

Detailed Wixie implementation information is available at <https://static.wixie.com/implementation.php>

Wixie pricing is attached as Page 4 of this document.

What PII does Wixie use?

Wixie requires names, passwords, and login information for students and teachers. Detailed information is provided on page 2 of this document.

Why is PII needed for Wixie?

PII is required to enable users to log in and to utilize the application. Some PII elements (like passwords) are optional depending on the authentication method used. See page 2 for full details.

What third-parties does Wixie use?

Tech4Learning uses Amazon Web Services, Google Analytics, Hubspot, Authorize.net, Google Charts, and Uptime Robot in the delivery and/or monitoring of Wixie.

What purpose do our third-party vendors serve?

Our third-party vendors are used for content delivery (Amazon), performance monitoring (Hubspot), and availability monitoring (UptimeRobot). Please see Page 3 for more information and privacy information for these vendors.

Exhibit B



Poudre School District Pricing effective January 2024

Wixie is an online subscription. Teachers and administrative accounts are included in Wixie at no additional cost.

www.wixie.com

Web-based product	Number of Students	Part-Number	Price Per Student
Wixie Annual Subscription	5-70	WX-199	\$5.00
Wixie Annual Subscription	71-499	WX-199	\$4.75
Wixie Annual Subscription	500-999	WX-199	\$4.50
Wixie Annual Subscription	1000-4999	WX-199	\$3.75
Wixie Annual Subscription	5000-14999	WX-199	\$3.25
Wixie Annual Subscription	15000-19999	WX-199	\$3.00
Wixie Annual Subscription	20000-34999	WX-199	\$2.75
Wixie Annual Subscription	35000-59999	WX-199	\$2.25
Wixie Annual Subscription	>60000	WX-199	\$2.00
<p>* Minimum order volume is 5 students * Only one Wixie renewal date is allowed per subscription. If additional students are added during the subscription period, the subscription should be pro-rated to the existing renewal date. Contact Tech4Learning for assistance.</p>			



Based on the above cumulative pricing structure, Poudre presently qualifies to purchase Wixie subscriptions at \$4.75 per student. If the overall quantity of subscriptions purchased in the district reaches or exceeds 500 students, a new price of \$4.50 per student applies to both new purchases and renewals.

Your subscription includes all teacher and staff accounts, automatic updates, technical support, and help with implementation. Kim Carr will be available to assist with data provisioning, teacher training resources, and curriculum integration materials if needed.

Exhibit C

TECH4LEARNING ACCESSIBILITY CONFORMANCE REPORT WCAG EDITION

(Based on VPAT® Version 2.4)

NAME OF PRODUCT:

Wixie

REPORT DATE:

August 15,2020

PRODUCT DESCRIPTION:

Browser based software for the creation of content including text, images, sounds, and video.

CONTACT INFORMATION:

info@tech4learning.com

EVALUATION METHODS:

The following evaluation tools were used for testing:

WAVE Evaluation Tool	https://wave.webaim.org/
WebAIM Contrast Checker	https://webaim.org/resources/contrastchecker/
W3C Markup Validation Service	https://validator.w3.org
Google Lighthouse	https://developers.google.com/web/tools/lighthouse
HTML Validator	https://chrome.google.com/webstore/detail/html-validator/gcdopfgkicgcecafjbnigbbeekacdgp

Wixie was tested on the following platforms:

OS	BROWSER	SCREEN READER
Windows 10	Chrome	NVDA
Chrome OS	Chrome	ChromeVox
Mac OS 10.15	Safari	VoiceOver

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	<p>Level A (Yes)</p> <p>Level AA (Yes)</p> <p>Level AAA (No)</p>
Web Content Accessibility Guidelines 2.1	<p>Level A (Yes)</p> <p>Level AA (Yes)</p> <p>Level AAA (No)</p>

TERMS

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

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

WCAG 2.X REPORT

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

TABLE 1: SUCCESS CRITERIA, LEVEL A

CRITERIA	CONFORMANCE LEVEL	REMARKS AND EXPLANATIONS
1.1.1 Non-text Content (Level A)	Supports	The product as presented to the user conforms to these criteria. Users can create content in the product that may not conform. For example, a user could add text, but then rasterize this text to an image without providing alternative text to communicate the same information.
1.2.1 Audio-only and Video-only (Prerecorded) (Level A)	Supports	The product as presented to the user conforms to these criteria. Users can create content in the product that may not conform. For example, a user could record audio instructions without providing the text equivalent.
1.2.2 Captions (Prerecorded) (Level A)	Supports	The product as presented to the user conforms to these criteria. Users can create content in the product that may not conform.
1.2.3 Audio Description or Media Alternative (Prerecorded) (Level A)	Supports	The product as presented to the user conforms to these criteria. Users can create content in the product that may not conform.
1.3.1 Info and Relationships (Level A)	Supports	
1.3.2 Meaningful Sequence (Level A)	Supports	
1.3.3 Sensory Characteristics (Level A)	Supports	
1.4.1 Use of Color (Level A)	Supports	
1.4.2 Audio Control (Level A)	Supports	The product as presented to the user conforms to these criteria. Users can create content in the product that may not conform. For example, a user could create an auto-timed slideshow with sound that does not have controls besides

		pausing the entire slideshow.
2.1.1 Keyboard (Level A)	Partially Supports	There are tools in the product for raster painting that require input that depends on the path of the user's movement and not just the endpoints.
2.1.2 No Keyboard Trap (Level A)	Supports	
2.1.4 Character Key Shortcuts (Level A 2.1 only)	Supports	
2.2.1 Timing Adjustable (Level A)	Supports	
2.2.2 Pause, Stop, Hide (Level A)	Supports	
2.3.1 Three Flashes or Below Threshold (Level A)	Supports	
2.4.1 Bypass Blocks (Level A)	Supports	
2.4.2 Page Titled (Level A)	Supports	
2.4.3 Focus Order (Level A)	Supports	
2.4.4 Link Purpose (In Context) (Level A)	Supports	
2.5.1 Pointer Gestures (Level A 2.1 only)	Partially Supports	There are tools in the product for raster painting that require input that depends on the path of the user's movement and not just the endpoints.
2.5.2 Pointer Cancellation (Level A 2.1 only)	Partially Supports	There are tools in the product for raster painting that use a down event to initiate a path, track the mouse movement while the mouse is down, and then use an up-event to end the path.
2.5.3 Label in Name (Level A 2.1 only)	Supports	
2.5.4 Motion Actuation (Level A 2.1 only)	Not Applicable	
3.1.1 Language of Page (Level A)	Supports	

3.2.1 On Focus (Level A)	Supports	
3.2.2 On Input (Level A)	Supports	
3.3.1 Error Identification (Level A)	Supports	
3.3.2 Labels or Instructions (Level A)	Supports	
4.1.1 Parsing (Level A)	Supports	
4.1.2 Name, Role, Value (Level A)	Supports	

TABLE 2: SUCCESS CRITERIA, LEVEL AA

CRITERIA	CONFORMANCE LEVEL	REMARKS AND EXPLANATIONS
1.2.4 Captions (Live) (Level AA)	Not applicable	
1.2.5 Audio Description (Prerecorded) (Level AA)	Not Applicable	The product does not provide prerecorded video. Users can create content in the product that could contain prerecorded video that does not have an audio description.
1.3.4 Orientation (Level AA 2.1 only)	Supports	
1.3.5 Identify Input Purpose (Level AA 2.1 only)	Supports	
1.4.3 Contrast (Minimum) (Level AA)	Partially Supports	The product has multiple visual themes that can be selected for the user. Some themes do not support minimum contrast criteria.
1.4.4 Resize text (Level AA)	Supports	
1.4.5 Images of Text (Level AA)	Supports	
1.4.10 Reflow (Level AA 2.1 only)	Supports	

1.4.11 Non-text Contrast (Level AA 2.1 only)	Partially Supports	The product has multiple visual themes that can be selected for the user. Some themes do not support minimum contrast criteria.
1.4.12 Text Spacing (Level AA 2.1 only)	Supports	
1.4.13 Content on Hover or Focus (Level AA 2.1 only)	Supports	The product relies on the built-in mechanisms of the user's web browser to provide the hover control for displaying element Title attributes. These may or may not conform to these criteria depending on the browser.
2.4.5 Multiple Ways (Level AA)	Supports	
2.4.6 Headings and Labels (Level AA)	Supports	
2.4.7 Focus Visible (Level AA)	Supports	
3.1.2 Language of Parts (Level AA)	Supports	The product as presented to the user conforms to these criteria. Users can create content in the product that may not conform. For example, a user could be working in English and add text in Spanish.
3.2.3 Consistent Navigation (Level AA)	Supports	
3.2.4 Consistent Identification (Level AA)	Supports	
3.3.3 Error Suggestion (Level AA)	Supports	
3.3.4 Error Prevention (Legal, Financial, Data) (Level AA)	Supports	
4.1.3 Status Messages (Level AA 2.1 only)	Supports	

DISCLAIMER

The information contained in this document represents the current view of Tech4Learning, Inc. on the issues discussed as of the date of publication. Tech4Learning cannot guarantee the accuracy of any information presented after the date of publication. Tech4Learning regularly updates its web sites with new information about the accessibility of products as that information becomes available.

This document includes material copied from or derived from the Web Content Accessibility Guidelines ([WCAG 2.1](#)). This document is not the Web Content Accessibility Guidelines (WCAG) and should not be used as a substitute for it. Excerpts of WCAG are referenced solely for purposes of detailing Tech4Learning's conformance with the relevant provisions.

Customization of the product voids this conformance statement from Tech4Learning. Customers may make independent conformance statements if they have conducted due diligence to meet all relevant requirements for their customization. Please consult with Assistive Technology (AT) vendors for compatibility specifications of specific AT products.

This document is for informational purposes only. TECH4LEARNING MAKES NO WARRANTIES, EXPRESS OR IMPLIED, IN THIS DOCUMENT.

© 2020 Tech4Learning, Inc. All rights reserved.

**FIRST AMENDMENT TO SOFTWARE SERVICE AGREEMENT
BETWEEN TECH4LEARNING, INC.
AND POUDRE SCHOOL DISTRICT R-1**

This First Amendment (“Amendment”) dated the 3rd day of August 2023, is attached to and forms part of the Software Service Agreement between Poudre School District R-1 (the “District”) and Tech4Learning, Inc. (the “Contractor”) executed May 12, 2023 (“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 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 July 31, 2023, as outlined in section 1.1 of the Agreement, the District and Contractor elect to extend the term of the Agreement beginning on July 31, 2023, through August 1, 2024.
3. **Amended Responsibilities.**
 - 3.1. Within section 1.1, amend with the following additional language which is underlined:

Agreement shall commence on August 1, 2022 and continue through and including July 31, 2023, unless earlier terminated as provided herein this Agreement. The Agreement, at the option of the District, may be extended for up to four (4) additional one-year terms, with the commencement of a written and executed amendment to the Contract for each one-year term.
 - 3.2. Exhibit B is deleted hereby in its entirety.
 - 3.3. Replace Exhibit B with Contractor’s Pricing Quote #TALQ60645 and Poudre School District Pricing, hereby attached to this First Amendment and made part of this Agreement.
 - 3.4. The total cost for the Services on the attached Exhibit B is Six Hundred, Twenty-Seven Dollars and Zero Cents (\$627.00), due and payable by the District thirty (30) days after receipt of Contractor’s invoice.
 - 3.5. The pricing of all Services under this Agreement shall not exceed and as set forth on the attached Exhibit B.
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.

TECH4LEARNING, INC

POUDRE SCHOOL DISTRICT R-1

By:  _____

Dallas Jones
Chief Technology Officer

By: R David Montoya
R David Montoya (Aug 10, 2023 11:53 MDT) _____

R. David Montoya
Executive Director of Finance

By: Traci Gile
Traci Gile (Aug 7, 2023 12:01 MDT) _____

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

Exhibit B



Poudre School District Pricing effective January 2023

Wixie is an online subscription. Teachers and administrative accounts are included in Wixie at no additional cost.

www.wixie.com

Web-based product	Number of Students	Part-Number	Price Per Student
Wixie Annual Subscription	5-70	WX-199	\$5.00
Wixie Annual Subscription	71-499	WX-199	\$4.75
Wixie Annual Subscription	500-999	WX-199	\$4.50
Wixie Annual Subscription	1000-4999	WX-199	\$3.75
Wixie Annual Subscription	5000-14999	WX-199	\$3.25
Wixie Annual Subscription	15000-19999	WX-199	\$3.00
Wixie Annual Subscription	20000-34999	WX-199	\$2.75
Wixie Annual Subscription	35000-59999	WX-199	\$2.25
Wixie Annual Subscription	>60000	WX-199	\$2.00
<p>* Minimum order volume is 5 students * Only one Wixie renewal date allowed per subscription. If additional students are added during the subscription period, the subscription should be pro-rated to the existing renewal date. Contact Tech4Learning for assistance.</p>			

Tech4Learning

Tech4Learning Quote

Quote Date: 5/1/2023
Quote Number: T4LQ60645
Prepared By: Carolyn Daly
carolyn@tech4learning.com
877-834-5453
Expiration: Tech4Learning will hold this pricing
firm through 7/1/2023.

Prepared For:

Tracy Stibitz
POUDRE SCHOOL DISTRICT
2407 La Porte Ave.
Fort Collins , CO 80521
United States

Please note the price listed is specific to the quantity listed. If the final quantity changes, this quote may need to be revised. Your Wixie subscription is set to expire on 7/29/23. If there are any questions, please do not hesitate to contact me. Thank you - Carolyn Daly 858-354-8611

Qty	Description	Unit Price	Item Total
57	Wixie -Subscription - Renewal - Shephard	\$4.75	\$270.75
75	Wixie - Subscription - Renewal- Bennett IB Wixie is Sole Source	\$4.75	\$356.25

Sub Total	\$627.00
If applicable, Sales Tax ()	\$0.00
Estimated Shipping & Handling	0
Quote Total	\$627.00

Sole Source: Tech4Learning is the developer and copyright holder of the products listed in this proposal and is the sole source for volume licensing of these products.

Shipping Charges: All products are delivered electronically.

Payment Terms: Net 30 days from the date on the invoice.

Ordering: Email POs to orders@tech4learning.com. Fax POs to 619-283-8176.

Tech4Learning

**SOFTWARE SERVICES AGREEMENT
BETWEEN TECH4LEARNING, INC.
AND POUFRE SCHOOL DISTRICT R-1**

This Software Services Agreement (“Agreement”) is effective as of this 12th day of May 2022, by and between Poudre School District R-1 (“District”) and Tech4Learning, Inc. (“Contractor”). The District and the Contractor are collectively referenced herein as the “parties.” In consideration of the mutual covenants and promises contained in this Agreement, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Term of Agreement.**

1.1. This Agreement shall commence on August 1, 2022 and continue through and including July 31, 2023, unless earlier terminated as provided herein.

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

1.3. **Termination for Cause.** Notwithstanding the provisions of section 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 seven (7) 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 1.2 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.**

2.1. The Contractor shall make its online presentation 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 the Services as set forth on the attached Exhibit B is Two Thousand Five Hundred and Twenty Dollars and Zero Cents (\$2,520.00), due and payable by the District thirty (30) days after 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 and based on the pricing in Exhibit B, 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 2.5 of the Agreement shall be considered unauthorized and payment shall not be issued by the District.

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

2.3.5. 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.

2.4. 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.

2.4.1. 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.

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

2.4.3. 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.

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

2.5. Additional District schools may participate in Services under all terms and conditions specified within this Agreement, not to exceed the term within section 1.1. 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.

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

2.6.1. Site-based credit cards and/or site-based restricted checks shall not be permitted for payment.

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

3. **Definitions.**

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

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

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

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

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

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

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

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

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

5.1. The Contractor shall store and process confidential student records and information in accordance with commercial best practices, including implementing appropriate administrative, physical and technical safeguards that are no less rigorous than those outlined in SANS Top 20 Security Controls, as amended, to secure such confidential student records and information from unauthorized access, disclosure, alteration and use. The Contractor shall ensure that all such safeguards, including the manner in which confidential student records and information is collected, accessed, used, stored, processed, disposed of and disclosed, comply with all applicable federal and state data protection and privacy laws, regulations and directives, including but not limited to Colorado’s Student Data Transparency and Security Act, C.R.S. §§ 22-16-101 *et seq.* Without limiting the foregoing, and unless expressly agreed to the contrary in writing, the Contractor warrants that all electronic confidential student records and information will be encrypted in transmission and at rest in accordance with NIST Special Publication 800-57, as amended.

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

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

6.1. Under the Agreement, Contractor may access, view, collect, generate and/or use confidential student records and information only under the following terms and conditions: (a) except as provided in section 6.2 below, Contractor shall not disclose confidential student records and information, in whole or in part, to any other party; (b) Contractor shall not

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

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

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

7. **School Service Contract Provider.** Contractor is a “school service contract provider” under the Colorado Student Data Transparency and Security Act (the “Act”), 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 agreement 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 A: (a) the data elements of confidential student records and information that Contractor collects under the Agreement, regardless of whether the data elements are initially collected or ultimately held individually or in the aggregate using protocols that are effective for preserving the anonymity of each student included in the data; (b) the learning purpose for which Contractor collects the confidential student records and information; and (c) how the Contractor uses and shares the confidential student records and information. Contractor shall update this information as necessary to maintain accuracy.

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

8. **Remedies.** If Contractor 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. Excluding any data breach, the District may allow an opportunity to cure a breach within thirty (30) days of written notice.

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

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

Tech4Learning, Inc.
Attn: Dallas Jones
10987 San Diego Mission Rd, Suite 120
San Diego, CA 92108
Email: dallas@tech4learning.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 Provider 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. Provider 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 Provider 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 Provider 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. Provider shall maintain continuous coverage, as required by the Agreement, for this period. | |

The insurance shall 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.

- c. Liability arising from the introduction of a computer virus into, or otherwise causing damage to, a District or third person's computer, computer system, network, or similar computer related property and the data, software, and programs thereon.

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

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

13. **General Provisions.**

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

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

13.3. **Conflict of Terms.** Contractor avers to their knowledge of no employee of the District having any personal or beneficial interest whatsoever in the service or property described in this Agreement. Contractor has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the Contractor's Services and Contractor shall not employ any person having such known interest..

13.4. **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.

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

13.6. **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.

13.7. **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.

13.8. **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.

13.9. **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.

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

13.11. **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.

13.12. **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.


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

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

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

TECH4LEARNING, INC.

POUDRE SCHOOL DISTRICT R-1

By: 

Dallas Jones
Chief Technology Officer

By: *R. David Montoya*

R. David Montoya
Executive Director of Finance

By: *Dr. Traci Gile*

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

Exhibit A



Wixie Data Privacy Overview

This document includes an overview of Tech4Learning's Wixie application. Page 1 includes answers to frequently-asked questions. Details about data elements Wixie uses are listed on page 2. Third-party service provider information is listed on page 3.

What is Wixie?

Wixie is an online presentation tool that student can use to add original art using the tools, record their voice, insert images, insert text. They can make multiple page presentations or single page presentations. The final presentations can be printed or exported as video or image files. It is the web version of Pixie which is the desktop version of the software.

Wixie works in browsers on Windows, Macintosh, and Chromebooks. The Wixie app allows students to log into their accounts on iPads, Android tablets, and the Kindle Fire HD. Students can open and continue to work on their projects from anywhere using nearly any device. In addition to creating unique content, teachers can assign students projects to work as well as review, score, and comment on their students' work.

Detailed Wixie implementation information is available at <https://static.wixie.com/implementation.php>

Wixie pricing is attached as Page 4 of this document.

What PII does Wixie use?

Wixie requires names, passwords, and login information for students and teachers. Detailed information is provided on page 2 of this document.

Why is PII needed for Wixie?

PII is required to enable users to log in and to utilize the application. Some PII elements (like passwords) are optional depending on the authentication method used. See page 2 for full details.

What third-parties does Wixie use?

Tech4Learning uses Amazon Web Services, Google Analytics, Hubspot, Authorize.net, Google Charts, and Uptime Robot in the delivery and/or monitoring of Wixie.

What purpose do our third-party vendors serve?

Our third-party vendors are used for content delivery (Amazon), performance monitoring (Google Analytics and Hubspot), and availability monitoring (UptimeRobot). Please see Page 3 for more information and privacy information for these vendors.

Tech4Learning

10981 San Diego Mission Road, suite 120, San Diego, CA, 92108 | 619.563.5348 | 877.834.5453 | 619.283.8176 | tech4learning.com



Product Data List

Wixie gathers potentially personally-identifying and personally-identifying information based on the nature of the product interaction.

Data Collected for Operation

1	School Reference ID	May be required to support product functionality
2	School Name	May be required to support product functionality
3	Student Reference ID	Required to support product functionality
4	Student First Name	Required to support product functionality
5	Student Last Name	Required to support product functionality
6	Student Username	Required to support product functionality
7	Student Password	May be required to support product functionality
8	Student's Grade	Required to support product functionality
9	Class Reference ID	Required to support product functionality
10	Class Name	Required to support product functionality
11	Teacher Reference ID	Required to support product functionality
12	Teacher First Name	Required to support product functionality
13	Teacher Last Name	Required to support product functionality
14	Teacher Username	Required to support product functionality
15	Teacher Password	May be required to support product functionality
16	Browser Type	Required to support product functionality
17	Machine Model	User research to improve Wixie experience and functionality.
18	Access Time	User research to improve Wixie experience and functionality.
19	Referring URLs	User research to improve Wixie experience and functionality.
20	Pageviews	User research to improve Wixie experience and functionality.
21	IP Address	User research to improve Wixie experience and functionality.
22	Device ID	User research to improve Wixie experience and functionality.
23	Device Type and OS	Required to support product functionality
24	Application Error Logs	Diagnostic data to improve Wixie experience and functionality.
25	Device Font Listings	May be required to support product functionality

Tech4Learning

10981 San Diego Mission Road, suite 120, San Diego, CA, 92108 | 619.563.5348 | 877.834.5453 | 619.283.8176 | tech4learning.com



Third Parties

Tech4Learning does not rent or sell potentially personally-identifying and personally-identifying information to anyone for any purpose.

Tech4Learning discloses potentially personally-identifying and personally-identifying information only to those of its employees, contractors, and affiliated organizations that (i) need to know that information in order to process it on Tech4Learning's behalf or to provide services available on Tech4Learning's website and mobile applications, and (ii) that have agreed not to disclose it to others.

Tech4Learning uses encryption technology for the information they share with third parties, and the list of third parties they share with is accurately documented in their Privacy Policy as demonstrated below.

Third-Party Service Providers

	<u>Provider</u>	<u>3rd Party Privacy Policy</u>	<u>Purpose/Role</u>
1	Amazon Web Services	https://aws.amazon.com/agreement/	Host Wixie servers, media
2	Google Analytics	http://www.google.com/intl/en/policies/privacy/	Analytics on our websites
3	Hubspot	http://legal.hubspot.com/privacy-policy	Analytics on our websites
4	Authorize.net	https://www.authorize.net/company/privacy/	Allows teachers to buy Wixie
5	Google Charts	https://developers.google.com/terms/	Analytics on our websites
6	UptimeRobot	https://uptimerobot.com/privacyPolicy	Site monitoring

Accuracy Statement

Tech4Learning, Inc. hereby confirms the accuracy and truthfulness contained herein.

Signed and agreed this Second Day of August 2017 by:

Dallas Jones, Chief Technology Officer
Tech4Learning, Inc.

Tech4Learning

10981 San Diego Mission Road, suite 120, San Diego, CA, 92108 | 619.563.5348 | 877.834.5453 | 619.283.8176 | tech4learning.com

Exhibit B

Tech4Learning

Tech4Learning Quote

Quote Date: 5/4/2022
Quote Number: T4LQ60001
Prepared By: Carolyn Daly
carolyn@tech4learning.com
877-834-5453
Expiration: Tech4Learning will hold this pricing
firm through 7/30/2022.

Prepared For:

Tracy Stibitz
POUDRE SCHOOL DISTRICT
2407 La Porte Ave.
Fort Collins , CO 80521
United States

Wixie is an annual subscription based on per student pricing. If you have any questions, please contact me.
Carolyn Daly 858-354-8611

Qty	Description	Unit Price	Item Total
105	Wixie Subscription - Renewal - Lopez	\$4.50	\$472.50
70	Wixie Subscription - Renewal - Shepardson	\$4.50	\$315.00
265	Wixie -Subscription - Renewal- Tavelli	\$4.50	\$1,192.50
120	Wixie - Subscription- Renewal - Bennett IB Wixie is Sole Source Renews Accounts 7/30/22 through 7/29/23	\$4.50	\$540.00

Sub Total	\$2,520.00
If applicable, Sales Tax ()	\$0.00
Estimated Shipping & Handling	0
Quote Total	\$2,520.00

Sole Source: Tech4Learning is the developer and copyright holder of the products listed in this proposal and is the sole source for volume licensing of these products.

Shipping Charges: All products are delivered electronically.

Payment Terms: Net 30 days from the date on the invoice.

Ordering: Email POs to orders@tech4learning.com. Fax POs to 619-283-8176.

Tech4Learning

Exhibit C



Poudre School District

DJG/DJGA - VENDOR RELATIONS, SALES CALLS AND DEMONSTRATIONS

VENDOR QUALIFICATIONS

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

CONFLICT OF INTEREST

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

SALES CALLS

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

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

VIOLATIONS

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

Adopted by Board: May 1972

Revised by Board: May 1982

Revised by Board: April 1988

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

LEGAL REF:

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

CROSS REFS:

DJ, Purchasing

DJA, Purchasing Authority

DJB, Purchasing Procedures

FE, Construction Projects and Contracting Procedures

FEAA, Construction Project Prequalification

GBEA, Staff Ethics/Conflict of Interest

GBEBC, Gifts to and Solicitations by Staff