

Order Form

SECURLY	Dept LA 24957	Bill To Name	Poudre School District (CO)
(Billing	Pasadena, CA 91185-4957	Bill To	2407 LaPorte Avenue
Address)	United States		Fort Collins, CO 80521-2297
Securly Contact	Jonathan Dilley	School Name	Poudre School District (CO)
	jonathan.dilley@securly.com	Contact Name	Becky Hall
		Email	rehall@psdschools.org
		Phone	970-490-3564

Invoice Information

Invoicing Contact Information:

Do you require Securly to reference a PO Number on your invoice (Y/N)?

Full Name:

If you selected YES, have you provided the purchase order? If yes, please put today's date. If not, please provide the date on which we should follow up with you in regards to receiving your PO:

Title:

PO Date:

Email:

Please note an invoice will not be sent until the PO has been received if YES is selected.

Phone:

Order Information

Payment Schedule	Upfront	Payment Terms	Net 30
Order Notes	As modified by the Master Agreement between Securly and Poudre School District Blevins Middle School - 360 Students - \$1,148.40 Cache La Poudre Middle School - 300 Students - \$957 Webber Middle School - 740 Students - \$2,360.60 Wellington Middle/High School - 1,200 students - \$3,828.00		

Products & Services

Start Date	End Date	Quantity	Product	Product Type	Price	Subtotal
07-01-2024	06-30-2025	624	Pass Core	Subscription	\$3.19	\$1,990.56
07-01-2024	06-30-2025	926	Pass Core	Subscription	\$3.19	\$2,953.94
07-01-2024	06-30-2025	1,050	Pass Core	Subscription	\$3.19	\$3,349.50
		1	Implementation: Pass Self Serve	One Time	0	0
						\$8,294.00

Terms & Conditions

Securly products and services are provided per the Agreement executed between the two parties (see attached). By signing this Order Form, customer agrees to the Terms and Conditions which constitute the entire agreement ("**Agreement**"), superseding any terms (including, but not limited to, any Customer's Purchase Order terms).

- Term of subscription license: Specified by "Term" beginning and end dates set forth above.
- Prices do not include sales tax, if applicable.
- The Federal Tax ID # for Securly is **46 078 9922**

Executed & Agreed:

CUSTOMER:

Signature	
Name	
Title	
Date	

SECURLY:

Signature	
Name	
Title	
Date	

**SOFTWARE SERVICES AGREEMENT
BETWEEN SECURLY, INC.
AND POUUDRE SCHOOL DISTRICT R-1**

This Software Services Agreement (“Agreement”) is effective as of the 14th day of June 2023, by and between Poudre School District R-1 (“District”) and Securly, 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 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 year terms upon written notice to the Contractor for each one- year 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 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 1.1, 1.2 and 1.3 above, the District 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; provided, however, that in the event of a termination for convenience by the District, the District shall not be entitled to a pro-rata reduction of fees due or refund of fees paid for the then current term.

2. Deliverables and Purchase Price.

2.1. The Contractor shall make its e-hallpass a digital, cloud-based system for hall pass management, and Flex Time Manager a digital, cloud-based scheduling software platform for use in the District’s schools, in accordance with the scope of work set forth in the attached Exhibit A (hereinafter the “Services”).

2.1. The total cost for all Services under this contract shall not exceed the pricing outlined in Exhibit A for the length of the Agreement.

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 B 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 ID 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, TIN and bank account verification.

- 2.4.1. Contractor will provide invoices for the Services at the rate specified in B. Invoices for Services provided shall be submitted directly to the District's accounts payable department within thirty (30) days of completion of Services. 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 issues, 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 services have been rendered 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.

3. **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 below at any time during or after the term of this Agreement and such failure results in: uncurable breach of the security, confidentiality, and/or integrity of such student record and information the District may, as applicable, terminate the Agreement and/or disqualify the Contractor from future agreements with the District. 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 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.** 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 A: (a) the data elements of confidential student records and information that Contractor collects under the Contract, regardless of whether the data elements are initially collected or ultimately held individually or in the aggregate using protocols that are effective for preserving the anonymity of each student included in the data; (b) the learning purpose for which Contractor collects the confidential student records and information; and (c) how the Contractor uses and shares the confidential student records and information. Contractor shall update this information as necessary to maintain accuracy.

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 and (i) such breach is incapable of cure or (ii) Contractor fails to cure such breach within fifteen (15) business days of its receipt of notice of breach, 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:
Tracy Stibitz
2407 LaPorte Avenue Fort
Collins, CO 80521
E-mail: tstibitz@psdschools.org

Securly, Inc.
Attn: Brian Tvenstrup Dept
LA 24957
Pasadena, CA 91185-4957
Email: brian.tvenstrup@eduspiresolutions.org

11. **Insurance.** Contractor shall procure and maintain the required insurance specified below for the duration of this Agreement, which insurance shall be written for not less than the amounts specified or greater if required by law. The District's receipt of a Certificate of Insurance from the Contractor with limits and or coverages that do not meet the requirements does not waive the requirements and the Contractor shall still be responsible for the limits and coverages stated in this Agreement. Specified coverages and amounts may be provided by a combination of a primary policy plus an umbrella or following form excess policy. All insurance shall be with a carrier licensed in the state of Colorado and shall have a minimum A.M. Best rating of A- VII. Contractor shall furnish the District's Director of Records and Risk

Management with certificates of the required insurance prior to the District’s approval and signing of this Agreement, and with renewal certificates prior to the expiration of any required insurance that expires during the term of this Agreement. Memorandums of Insurance will not be accepted. Certificates of Insurance and all communication regarding insurance shall be addressed to:

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

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

Commercial General Liability

Minimum Limits

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

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

Minimum Limits

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

The insurance shall provide coverage for:

- a. Liability arising from theft, dissemination and/or use of confidential information (defined term including but not limited to bank account, credit card account, personal information)

such as name, address, social security numbers, etc. information) stored or transmitted in electronic form.

- b. Network Security Liability arising from the unauthorized access to, use of or tampering with computer systems including hacker attacks, inability of an authorized third party to gain access to Contractor's services including denial of service, unless caused by a mechanical or electrical failure.
- c. Liability arising from the introduction of a computer virus into, or otherwise causing damage to, a District or third person's computer, computer system, network, or similar computer related property and the data, software, and programs thereon.

12. **Indemnification.** The Contractor shall indemnify and hold harmless the District and the District's Board members, employees, representatives and agents from and against any and all liability arising from any suit, action, third party claims, grievance, or proceeding, including all attorneys' fees, costs and expenses, to the extent incurred as a result of any grossly negligent or intentional act or omission by Contractor, or its employees, agents, Subcontractors, or assignees resulting in unauthorized access to confidential student records and information.

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 may freely assign, transfer or delegate its rights or obligations under this Agreement (in whole or in part) to a successor in interest that acquires substantially all of Company's assets and agrees in writing to assume all of Company's obligations under this Agreement without the prior written consent of the District.

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.

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.

SECURLY, INC.

POUDRE SCHOOL DISTRICT R-1

Adam Slechta
By: _____
Adam Slechta - Deal Desk Manager
Brian Tvenstrup
President

R. Dave Montoya
By: R. Dave Montoya (Mar 5, 2024 12:53 MST) _____

R. David Montoya Chief
Finance Officer

Traci Gile
By: Traci Gile (Mar 4, 2024 19:16 MST) _____

Traci Gile Ph.D.
Assistant Superintendent of Schools

Exhibit A

Product Offerings – 2023-24 School Year



e-hallpass – Digital Hallpass Solution with
with social distancing tools

\$3.25 per student user



FlexTime Manager -

Scheduling software for
Seamless scheduling of personal
Learning time, intervention,
Tutorials, and enrichment activities

\$6.00 per student user

10% district discount after 3000 users



Simplify hall passes and strengthen campus safety



Traditional hall pass systems may have worked for years, but they fall short when it comes to meeting the needs of a modern school. If you need to account for students during a lockdown, for example, an outdated hall pass process will make it more difficult than it needs to be.

Or maybe you want to limit vaping and vandalism, or hold students accountable for missing instructional time. Either way, manual hall pass processes provide no way to combat or even collect data about these issues.

You could try to add some type of tracking to your paper or other analog hall pass process, but this just creates more paper to keep track of and more work for teachers and staff.

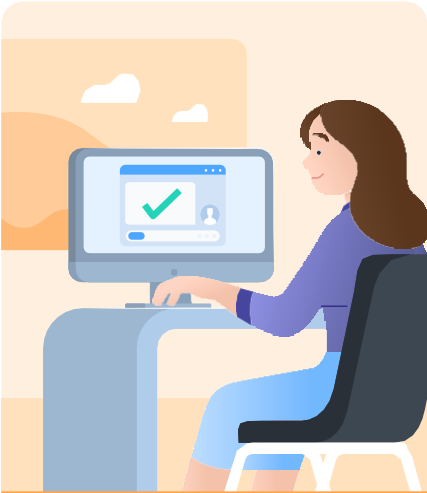
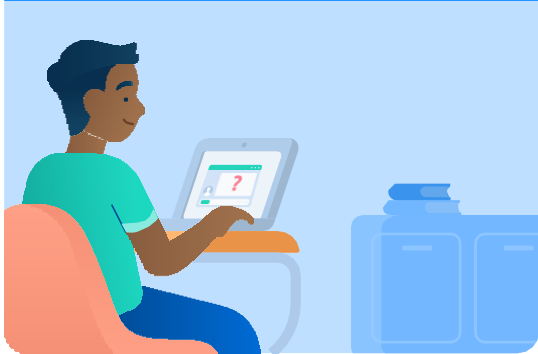
With e-hallpass, an electronic hall pass system designed for K-12 schools, administrators and teachers finally have an easier way to issue and track hall passes. e-hallpass helps admins and teachers track how many passes are in use and by whom to improve student accountability and shore up safety concerns. With e-hallpass, you can:

- Know what students are using hall passes, and who's in the hall at any given time
- Identify where students are by building or room in an emergency situation
- Limit passes by student or location to minimize misuse
- Streamline appointment scheduling for teachers
- Regain control over hall pass usage to increase instructional time

"e-hallpass is a product that I honestly don't know how we would function without. With countless decisions to make throughout the day, e-hallpass provides tools that allow our teachers and admin team to monitor our building effectively, increase our safety, have accurate data for decision-making, and have our pulse on movement throughout the

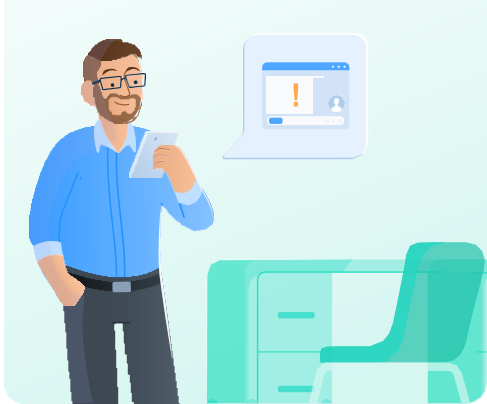
How e-hallpass works

Students request a hall pass from a teacher from their school device, or their own device. e-hallpass automatically checks to see if the student has a pass limit, the requested destination is closed or full, or if there's another student in the halls that student isn't supposed to be in contact with.



Teachers can approve or deny passes in seconds, without disrupting their lesson.

School administrators can pull custom reports for pass takers, pass granters, and more to immediately know what students are going where, and how frequently.



Student View

Departing From:

John Teacher Edit

TEST TEACHER KAY ADMIN JOHN TEACHER TEACHER KEFFER + ADD FAVORITE TEACHER/ROOM ?

Destination:

Restroom 2nd floor Edit

RESTROOM 2ND FLOOR LOCKER MAIN OFFICE STAFF KEFFER HUB/LIBRARY

Submit

Students request passes by indicating where they're departing from and their destination

Teacher View

The screenshot displays the Teacher View dashboard. At the top, there are navigation tabs for 'My Passes', 'All Passes', and 'Today's Appointments'. A 'Pause Dashboard' button and a 'Download CSV' link are also visible. A search bar and an 'Advanced Search' button are on the right. Below the navigation, there are filter buttons for 'Active', 'Both', and 'Ended'. A 'Filters' section includes checkboxes for 'Waiting Approval', 'OS-Min', 'System Ended', 'Extended Passes', and 'Edited'. A 'Basic View' toggle is set to 'On'. The main content area is a table with columns for 'Student', 'Out time', 'In time', 'Total', 'Type', and 'Status/Comments'. Two rows are highlighted: one for 'Kaitlin Student1' with a 'WAITING APPROVAL' status and one for 'Beckett Student5' with an 'ACTIVE' status. The 'Kaitlin Student1' row shows 'Ayla Last Name' at 'Main Office' with 'APPROVE' and 'CANCEL' buttons. The 'Beckett Student5' row shows 'Nurse' at 'Julie's Demo School Simulate' with 'RETURNING' and 'END' buttons.

Student	Out time	In time	Total	Type	Status/Comments
WAITING APPROVAL Kaitlin Student1 has 0 passes today	Ayla Last Name	Main Office		STU	1 Pick up lunch.
ACTIVE Beckett Student5 has 2 passes today	Julie's Demo School Simulate 10:56 AM	Nurse 10:57 AM Julie's Dem...		TCH	0

Passes that are **Waiting Approval** can be approved or denied by the teacher

Passes that are **Active** will show their time stamp information on the teacher dashboard

Benefits

- Improve campus safety by knowing who is out of class and where they're going
- Maximize instructional time by reducing unnecessary hall pass usage and class interruptions
- Keep students accountable for their hall pass usage and reduce vandalism, mischief, and vaping
- Better investigate bullying and vandalism by knowing which students were out of class during a specific time period
- Know which students are out of class and where they are in emergency situations
- Simplify record-keeping for teachers, front desk staff, and administrators

Features

Student Pass Limits

- Give all students a daily pass limit, set different limits per grade level, or restrict individual students for disciplinary reasons.
- Prevent specific students or groups of students from being out of class at the same time.

Location Pass Limits

- Prevent students from going to rooms that are full, or when teachers or resources are unavailable.

Live Dashboard

- Know who's out of class with an automatically updating dashboard.
- Identify students who are out of class for extended periods.

Appointment Passes

- Make it easier for teachers to schedule student appointments.
- Schedule a pass for any student from any device, request a pass for any teacher (requires teacher approval), and receive notifications prior to scheduled appointments.

Pass Kiosk

- Provide pass request and check-in access to students without school or personal devices.

Custom Reports

- Generate reports about who is requesting and granting passes to better understand use and misuse.

Auto Pass

- Allow students to check themselves in and out of the classroom without disruption.

Proxy Pass

- Give teachers the ability to create their own passes when students don't have a device.

e-hallpass tracks when passes are granted to students, what locations they say they're going to, and when they arrive (the same amount of data a school would gather with paper hall pass tracking).

*It **does not** use device-based location data or any other location-tracking software or hardware.*

Manage student movement on your campus the easy way

With e-hallpass, you can improve student accountability, increase safety, and maximize instructional time.

Ready to see the power of e-hallpass for yourself? Request a personalized demo today.

[Request a demo](#)



Streamline flex periods for teachers and students



Flex periods can help students gain more instructional time during the school day and create opportunities for personalized learning. For today’s busy teachers, though, there are barely enough hours in the day to support students’ basic academic requirements, let alone create and manage flex period offerings.

While many schools see the value in offering flex periods to their students, implementing them can be a logistical nightmare. Most SIS systems can’t provide the scheduling flexibility needed, making it too hard for schools to incorporate flex periods to the degree that they’d like.

Securly Flex is a scheduling tool designed specifically to solve these problems. With Securly Flex, every aspect of flex period implementation—including agenda notifications, capacity management, rostering, and more—is made so much easier. Teachers can easily customize flex period offerings, and students gain voice and choice in their education. With Securly Flex, you can:

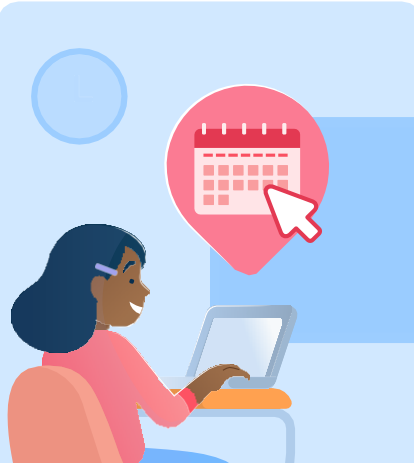
- Combat learning loss by providing more opportunities for individualized support
- Give students time to develop their unique talents with personalized learning
- Support social and emotional development with more relaxing offerings, mindfulness activities, or counsel availability
- Prepare students for college and careers by providing opportunities to manage time and develop independence

“Securly Flex has helped our school streamline flex periods and create more opportunities for personalized learning.”

Ross Wason
Assistant Principal, Liberty Middle School

How Securly Flex works

Teachers offer activities for students to enroll in for each flex period. Enrollment can be open or rosters can be used to require students to attend mandatory activities (like remediation).



Students choose what activity they want to go to during their flex period (or are assigned to a mandatory activity).

Securly Flex helps you handle the rest, so teachers can focus on teaching and students can focus on learning.



Student View

The screenshot shows a user interface for a student named Debra Student19. At the top, there is a navigation bar with icons for 'FlexTime Manager', 'FTM 5 SF', 'My schedule', 'Directory', 'QR', and 'Help'. A 'RETURN' button is in the top right. Below the navigation bar, the current date is 'Week 3 Mar 2023', with options for 'DAY', 'TODAY + 4', 'WEEK', and 'MONTH'. The main area displays a calendar for 'WED 15' with a 'Flex' period from 02:30 PM to 03:15 PM. A grid of activity cards is shown, each with a 'Join activity' button. The 'Board Game Club' card is highlighted with a red border and has a blue checkmark. Other cards include 'Catchall', 'Mentor Me / Connect', 'Study Hall', 'Walk Club', and 'Marketing Principles Open Office'. A 'PRIORITY LEGEND' at the bottom lists categories: ADMIN REQUIRED, PRIORITY, PLUS ADD, REQUIRED, OPTIONAL, ADVERTISED, and OPEN.

Debra Student19

RETURN

FTM 5 SF My schedule Directory QR Help

TODAY < Week 3 Mar 2023 > DAY TODAY + 4 WEEK MONTH

MON 13 TUE 14 WED 15 THU 16 FRI 17

Flex
02:30 PM - 03:15 PM

Catchall
Cafeteria
681/1000

CLUBS
Mentor Me / Connect
Ms. Good Teacher19
1900
25/26

CLUBS
Board Game Club
Ms. Good Teacher19
2200
3/30

OTHER
Study Hall
Ms. Good Teacher19
2200
3/25

OTHER
Walk Club
Ms. Sara Teacher28LN
2800
1/50

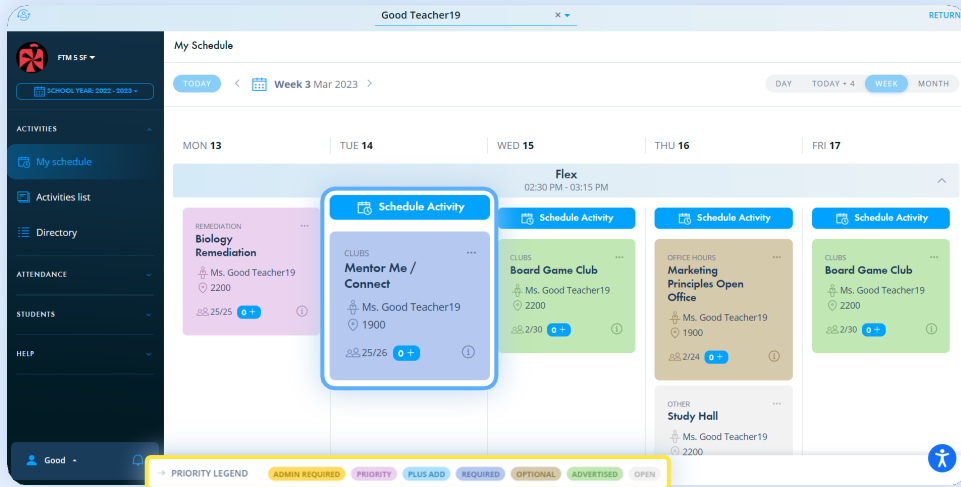
OFFICE HOURS
Marketing Principles Open Office
Ms. Good Teacher19
1900
1/24

CLUBS
Board Game Club
Ms. Good Teacher19
2200
2/30

PRIORITY LEGEND ADMIN REQUIRED PRIORITY PLUS ADD REQUIRED OPTIONAL ADVERTISED OPEN

Students select flex period activities from offerings that teachers set up.

Teacher View



Teachers set up activities for each flex period.

Activities can be given priorities that determine if they are mandatory for students to attend.

Teachers can set the priority, location, maximum attendees, and other relevant information.

Activities that are mandatory or only offered to certain students can have rosters uploaded for them.

Benefits

- Provide students with individualized support to help them stay on track academically
- Give students opportunities to develop independence and explore subjects and activities that interest them
- Improve student engagement and school culture by providing an alternative to traditional rigid schedules
- Reduce administrative workloads and eliminate complex attendance tracking workarounds

Features

Flex Period Customization

- Offer multiple activities during the same flex period (each with different capacity and enrollment options).

Open or Rostered Enrollment

- Leave enrollment open or require students to attend certain periods, like academic remediation or other mandatory activities.

Student App

- Simplify flex period sign-up for students with a convenient mobile app.

Attendance

- Attendance data can be imported and exported for reporting and updating your SIS.

Restriction Rules

- Create student-level rules to restrict access to certain periods.

Student Search

- Quickly locate a student if needed.

Get the most out of your school schedule

With Securly Flex, you can give students agency in their learning — while keeping scheduling easy for teachers.

Ready to see the power of Securly Flex for yourself? Request a personalized demo today.

[Request a demo](#)

Eduspire Solutions Contract Information

DESCRIPTION OF PRODUCTS AND SERVICES

Eduspire Solutions provides cloud-base software and/or related IT services to support its cloud-based educational software products. The main products include e-hallpass, a digital, cloud-based system for hall pass management, and FlexTimeManager a digital, cloud-based scheduling software platform for flexible and customizable student activity periods. This product list is not exhaustive and other software projects may be added or included in the future.

Eduspire Solutions additional IT services may include programming, testing, database administration, network and infrastructure support, IT project management, data collection & analytics, software implementation and customer support, or other related services to operate and/or improve their software through the development, provision, and maintenance of its software-as-a-service offerings.

STUDENT DATA COLLECTED

<u>Data Collected</u>	<u>General Purpose</u>	<u>Additional Comments</u>
ClassLink student data	If District chooses to provision and/or authenticate users via ClassLink, all relevant student data shared by the district through Clever based on its rules will be received	Optional
Clever student data	If District chooses to provision and/or authenticate users via Clever, all relevant student data shared by the district through Clever based on its rules will be received	Optional
Login Metadata (IP address, OS and browser version & date/time)	Troubleshooting and general system administration as well as research to improve user experience over time	Not permanently stored, kept in log files for rolling 30 days
School name	Required to provide system functionality	
School contact information (address & phone number)	Required to provide system functionality	
Student attendance data (internally generated)	Student attendance can optionally be taken for flex periods registered in FlexTime Manager	Optional
Student attendance data (SIS provided)	Provides in-software indication if a student is already registered as absent for that day	Optional
Student building assignment	Ensures student profiles are associated with the correct building in the case of multi-building installations	Optional but required if dealing with a multi-building installation
Student email address	To allow program reminders and notices to be sent directly to students; also serves as a unique identifier for students in most systems	Optional
Student id	Internally generated id for internal system use only	
Student ID number (school or district provided)	Can be taken from any other system such as SIS, potentially used to cross-reference	Optional

	other files such as attendance files, student photos, etc.	
Student name (first and last)	Required to provide product functionality	
Student hall pass history	Required to provide functionality in e-hallpass	
Student registration data (flex periods only)	Required to provide functionality in FlexTime Manager	
Student phone number	Admins and users may opt to allow text message reminders to be sent; users must provide their numbers individually if this functionality is desired	Optional
Student photo	To allow student photos to be displayed in software with student profile	Optional
Student year of graduation	Software provides optional functionality by student grade year such as pass limits by grade, flex periods by grade, etc.	Optional
Teacher/admin/staff name (first & last)	Required to provide system functionality	
Teacher/admin/staff email address	Required to provide system functionality	
Teacher/admin/staff phone number	Admins and users may opt to allow text message reminders to be sent; users must provide their numbers individually if this functionality is desired	Optional
User password	Required if school or district chooses to have manual users not authenticated via any third party providers	Optional
User role	Designates each user as having the role of student, teacher, admin, or staff to ensure proper system functionality for that user	
User status	Designates users as active or to be archived to ensure proper system access for that user	

THIRD PARTIES WITH ACCESS TO STUDENT DATA

<u>Vendor</u>	<u>URL</u>	<u>Description of Use</u>
Amazon Web Services	aws.amazon.com	All cloud-based database and software hosting (no on-premise data storage anywhere)
ClassLink	www.classlink.com	User provisioning and/or authentication (optional, based on school or district selection)
Clever	www.clever.com	User provisioning and/or authentication (optional, based on school or district selection)
Google Suite for Education	edu.google.com	User authentication (optional, based on school or district selection)
Microsoft Office 365	https://www.microsoft.com/en-us/education/products/office	User authentication (optional, based on school or district selection)
Datadog	www.datadoghq.com	System performance monitoring and application logs analysis

Exhibit B



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

OJA, Purchasing Authority DJB,
Purchasing Procedures

FE, Construction Projects and Contracting Procedures FEAA,
Construction Project Prequalification

GBEA, Staff Ethics/Conflict of Interest GBEB, C,
Gifts to and Solicitations by Staff