

**SOFTWARE SERVICES AGREEMENT  
BETWEEN EXPLORELEARNING, LLC  
AND POUDRE SCHOOL DISTRICT R-1**

This Software Services Agreement (“Agreement”) is entered into this 30<sup>th</sup> day of August 2022, by and between Poudre School District R-1 (“District”) and ExploreLearning, LLC (“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. The Agreement, at the option of the District, may be extended for up to four (4) additional one-year terms.

1.2. Notwithstanding any other term or provision of this Agreement, the District’s obligations hereunder are expressly subject to its budgeting and appropriation of sufficient funds for each fiscal year (July 1 - June 30) 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 1.1, 1.2 and 1.3 above, the District or the Contractor may terminate this Agreement at any time in its sole discretion for any reason, with or without cause, by giving the other party thirty (30) days’ advance written notice of the termination.

**2. Deliverables and Purchase Price.**

2.1. The Contractor shall make its Reflex Math and Gizmos web-based interactive math and science simulations available for use in the District’s elementary and middle schools, which shall include access to all Gizmos, upgrades, remote access and subscriber support as outlined in Exhibit A attached and hereby made part of this Agreement (hereinafter the “Services”).

2.2. The total cost for the Services as set forth on the attached Exhibit B Forty-Seven Thousand and Four Hundred and Eighty-Five Dollars and Zero Cents (\$47,485.00), due and payable by the District thirty (30) days after receipt of Contractor’s Invoice.

- 2.2.1. The total cost for the District Gizmos Science Department License is Twenty-Six Thousand, Two Hundred and Fifty Dollars and Zero Cents (\$26,250.00).
- 2.2.2. The total cost for the District Gizmos Teacher Plus Students License is Twenty-Three Thousand, Nine Hundred and Twenty Dollars and Zero Cents (\$23,920.00).
- 2.2.3. The total cost for the Reflex Site License for Lopez Elementary School is Three Thousand, Two Hundred and Ninety-Five Dollars and Zero Cents (\$3,295.00).
- 2.2.4. Additional Services purchases shall not exceed the pricing outlined in Exhibit B.

2.3. Extension of services may not occur beyond July 31, 2023 without the renewal of an Agreement and issuance of District purchase order.

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

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

- 2.5.1. The Contractor shall provide the contact in section 9 a quote for Services conforming to the pricing, which shall be payable by the District thirty (30) days after receipt of Contractor's invoice.
- 2.5.2. Site-based credit cards and/or site-based restricted checks shall not be permitted for payment.
- 2.5.3. Services provided by Contractor without conforming to section 2.4 of the Agreement shall be considered unauthorized and payment shall not be issued by the District.
- 2.5.4. Contractor shall assure compliance with the District Policy DJG/DJGA, attached as Exhibit C and hereby made part of this Agreement, direct communication with schools or sales must be approved by contact in section 9 of this agreement.

2.6. **Rates and Invoicing.** Contractor will provide invoices for the Services at the rate specified in Exhibit B. Invoices shall be submitted to the Accounts Payable Department within thirty (30) days of 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.

- 2.6.1. 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.
- 2.6.2. Invoices which do not conform with the agreement will be paid thirty (30) days from receipt of a revised and corrected invoice.
- 2.6.3. All invoices must be submitted within 45 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.
- 2.6.4. Invoices shall be sent to ap@psdschools.org.

2.7. The District understands and agrees that its students' access to and use of the Services 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 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 to the District has provided the following information in the attached Exhibit A: (a) the data elements of confidential student records and information that Contractor collects under the 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 at any time during or after the term of the Contract the District may, as applicable, terminate the Contract and/or disqualify Contractor from future contracts and subcontracts with the District.

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

ExploreLearning, LLC  
Attn: Sales  
110 Avon Street, Suite 300  
Charlottesville, VA 22902  
E-mail: sales@explorellearning.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. Specified coverage and amounts may be provided by a combination of a primary policy plus an umbrella or following form excess policy. If not otherwise required by law, lower amounts may be acceptable upon review and written approval by the District’s Director of Records and Risk Management. 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 as soon as reasonably practical following the expiration of any required insurance that expires during the term of this Agreement. All communication regarding insurance and certificates of insurance shall be sent to:

Poudre School District  
Attn: Risk Management  
2407 LaPorte Avenue  
Fort Collins, CO 80521  
Email: risk@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 or change of coverage. The insurance requirements specified in this section 10, shall not reduce the indemnification liability that Contractor has assumed in section 11 below.

Commercial General Liability

- a. Each Occurrence Bodily Injury & Property Damage \$2,000,000
- b. Personal/Advertising Injury \$2,000,000
- c. Products/Completed Operations Aggregate \$2,000,000
- d. General Aggregate \$3,000,000
- 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 and shall be insured to the full limits of liability purchased by the Provider even if those limits of liability are in excess of those required by this Agreement.

Technology Errors & Omissions Liability including Network Security and Privacy Liability

- a. Per Loss \$1,000,000
- b. Aggregate Limit \$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:

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

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

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



13.6. **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.

13.7. **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.

13.8. **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.

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

13.10. **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.

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

13.12. **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.

13.13. **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.

13.14. **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.

EXPLORELEARNING, LLC.

POUDRE SCHOOL DISTRICT R-1

By: Julia M. Given

Julia Given  
Vice President, Finance

By: R. David Montoya

R. David Montoya  
Executive Director of Finance

By: Kate A. Canine

Kate Canine  
Director of Teaching and Learning

# Exhibit A

# Student Records Privacy Statement & Security Plan

We take the privacy of our K-12 educational customers and their staff, students and other users seriously, and we understand the need to safeguard personally identifiable information in records of staff and students who access and use our web- and mobile-based K-12 Educational subscription products and services (collectively, “Student Records”) through the K-12 educational institutions, schools and school districts that we serve (our “Education Customers”).

Student Records are the property of our Education Customers. We receive those Student Records solely for the purposes of delivering, improving and supporting our educational products and services and meeting our commitments under our agreements with our Education Customers. We are committed to working with our Education Customers to comply with all applicable laws, rules and regulations governing the use and protection of Student Records, including the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. §1232g and its implementing regulations, and applicable state laws and statutes governing Student Records. As such, we commit to implementing and maintaining this Student Records Privacy Statement & Security Plan (“Student Records Security Plan”), which is designed to protect the security, confidentiality and integrity of Student Records that we receive from our Education Customers, and protect against unauthorized access or other anticipated threats to those Student Records.

In connection with our Student Records Security Plan, we maintain administrative, technical and physical safeguards designed to secure Student Records both during transmission and while in our custody. These safeguards include technical and operational measures, such as firewalls, routers, encryption (at rest and in-transit), passwords, and vulnerability testing, as well as training, policies and procedures to limit access to Student Records to authorized staff, contractors and agents that have a legitimate need to access such data for purposes of enabling us to deliver and support our products and services to our Education Customers, and that are under appropriate contractual obligations of confidentiality, data protection and security.

We utilize various authorization and authentication technologies and processes to limit access to Student Records to authorized persons, including: (i) granting access rights on the basis of the least privilege, “need-to-know” principle; (ii) reviewing and maintaining records of employees who have been authorized or who can grant, alter or cancel authorized access to systems; (iii) requiring personalized, individual access accounts to use passwords with appropriate complexity, length and duration requirements; and (iv) encrypting and logging access to facilities with systems containing Student Records. We provide regular training on our information security and data policies and procedures to our personnel who are responsible for or have access to Student Records. Our products and services do not currently utilize or enable students to upload student-generated

content, but if we offer such functionality in the future, we will work in good faith with our Education Customers to develop processes to address requests through our Education Customers by students and/or parents or legal guardians for the transfer of such content generated by the student during the service term.

We use Student Records only for the purpose for which they are provided to us and as authorized in the applicable agreement with the Education Customer and applicable law. We do not sell Student Records or use them for targeted consumer marketing or similar commercial purposes, and do not authorize others to do so. Teacher and administrator staff contact information may be used for purposes of communicating to those teachers and administrators information relating to our business and K-12 educational products and services (e.g., account activity reminders, best practices, contest and other classroom activities to support usage and user engagement, downtime or new product or feature notifications, technical and other support services, etc.). We do not disclose Student Records to unauthorized third parties without the permission from the Education Customer, except as may be required by statute, agency or court order, subpoena or similar compulsory legal process.

If a parent, legal guardian or student contacts us with a request to review, modify, export or delete the user's Student Records, or if an agency, court, law enforcement or other entity contacts us and requests access to Student Records, we will (unless prohibited by writ or compulsory legal process) promptly direct the requesting individual or entity to contact the Education Customer and/or notify the Education Customer of the request, and thereafter, we will use reasonable and good faith efforts to assist the Education Customer in fulfilling such requests, if and as directed by the Education Customer.

If we determine that an incident involving unauthorized access or use of Student Records has occurred that would be subject to reporting under applicable federal or state law, we will take prompt and appropriate steps to mitigate the incident and/or further impact to the Student Records; provide notice of the incident to the affected Education Customer promptly and without unreasonable delay; and work with the affected Education Customer to provide information and assistance necessary to comply with any notification to parents, legal guardians, students, or other persons or entities, as required under applicable law.

Following expiration or termination of the agreement under which the Education Customer purchased access to our web-based subscription products or services, and upon receipt of written direction from the Education Customer, we will take steps to remove and delete or otherwise render undecipherable the Student Records in our possession in accordance with our then-current data removal protocols. Upon completion of the removal and upon written request, we will provide written confirmation to our Education Customer that the Student Records have been disposed of in accordance with the foregoing.

This Student Records Security Plan version is effective as of May 5, 2022. From time to time, we may update this Student Records Security Plan to reflect changes to our privacy practices in accordance with changes in legislation, best practice or our products and services. Notice of material changes to this Student Records Security Plan will be provided to Education Customers by email to the address on file for the account, by including a notice in our invoice documentation to the Education Customer, or by placing updates within our web-based applications or on our website.

Further information on our data privacy and security practices with respect to Student Records and our K-12 Education Products is available from our privacy team at [support@ExploreLearning.com](mailto:support@ExploreLearning.com).

## Student Data Processing – ExploreLearning

ExploreLearning products gather various information depending on the ExploreLearning product utilized, some of which information includes personally identifiable information of student and/or staff user based on the nature of the product interaction. See Table 1 below. Some personal information is provided in required fields that are necessary to enable product provisioning, account rostering and management, and product functionality. ExploreLearning products include additional functionalities that enable the school-designated account administrator, at his/her option, to select and input additional specified information fields, to enable the school to review academic progress across selected student demographics. The school administrator determines whether these additional optional fields are selected and used or left hidden and unfilled.

**Table 1**

Information Collected for Operation	Required/Automatic or Optional*	General Purpose of Collection
Student First and Last Name	Required	Required to support product functionality
Student Username	Required	Required to support product functionality
Student Password	Required	Required to support product functionality
Grade	Required	Required to support product functionality
School ID	Required	Required to support product functionality

Language	Optional*	*If selected/provided by School Administrator
Student Middle Name	Optional*	*If selected/provided by School Administrator
Student Gender	Optional*	*If selected/provided by School Administrator
Student Ethnicity	Optional*	*If selected/provided by School Administrator
Special Ed Status	Optional*	*If selected/provided by School Administrator
Economic Disadvantage	Optional*	*If selected/provided by School Administrator
LEP (Limited English Proficiency)	Optional*	*If selected/provided by School Administrator
Teacher First and Last Name	Required	Required to support product functionality
Teacher Email	Required	Required to support product functionality
Teacher Password	Required	Required to support product functionality
School Leader/Admin First and Last Name	Required	Required to support product functionality
School Leader/Admin Role	Required	Required to support product functionality
School Leader/Admin Email Address	Required	Required to support product functionality
School Leader /Admin Password	Required	Required to support product functionality
School Leader /Admin Phone Number	Optional*	*If selected/provided by School Administrator

School Name	Required	Required to support product functionality
School Address	Required	Required to support product functionality
IP Address	Automatic	Required to support product functionality
Date/Time of Requests	Automatic	Required to support product functionality
Browser User Agent	Automatic	Required to support product functionality
Browser Session Identifier	Automatic	Required to support product functionality
Http Endpoint and Query Parameters	Automatic	Required to support product functionality
ExploreLearning Internal user_id or student_id	Automatic	Required to support product functionality
Student API Calls	Automatic	Required to support product functionality

### **What is student personal data used for after it is collected?**

Student personal data is used by ExploreLearning solely to deliver and support fulfillment of our products and services to our School and District customers.

Business contact and other personal information of teachers and administrators may be used for limited purposes of communicating to those teachers and administrators information relating to ExploreLearning's business and services (e.g., email reminders, contest and other classroom promotions to support usage and engagement, downtime or new product or feature notifications, informational events, technical and other support services).

### **Does ExploreLearning sell student data to third parties?**

Student personal data is never rented, sold or used for any targeted marketing or similar commercial purposes.



## What third party vendors/subprocessors does ExploreLearning contract with that may have access to student personal data, and what is the purpose of these third party vendors/subprocessors?

We restrict access to student personal data information to those of our employees, contractors and service provider subprocessors that have a need to know the information in order to support our ability to provision our products and services to our school and district customers, and with whom we have obtained contractual obligations of confidentiality, use limitations and security, taking into account the student personal information processed and services provided by the vendor/subprocessor. Table 2 lists 3<sup>rd</sup> party service provider subprocessor solutions we use to support our products and services to all of our Education Customers.

As our business, and our educational solutions, grow and evolve, the subprocessors we utilize for our educational products and services may also change. In fulfillment of any terms or obligations in our services agreements with our school and district customers, we will provide the customer designated administrator of the customer account with notice of any new subprocessors and/or by posting such updates here.

**Table 2**

<b>Service Provider/ Subprocessor</b>	<b>Purpose/Function for ExploreLearning Product</b>	<b>Location</b>
Otava	Data Center Server Colocation Facility (MI)	USA
Evoque	Data Center Server Colocation Facility (TX)	USA
AWS	Cloud Database and Hosting Services, S3 data service and disaster recovery solution.	USA
SalesForce	Customer Relationship Management (CRM) solution - supports organization and management of account activity, billing and invoice documentation, technical and product support and other related communications with School and District customers	USA
Google enterprise solutions	Supports general business administration, file management, administrative and functional communications, web and application page traffic, volume, and load	USA

	balancing, network optimization and reporting, and secure file maintenance and transfer.	
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### **Where is student data stored? What level of security is provided for facilities housing stored data?**

Student data is stored in U.S.-based secure Tier 4 enterprise data centers located in Texas and in Michigan. Access to facilities and equipment storing student data is restricted to those of our personnel who require physical access to the equipment within the facility on which it is stored.

ExploreLearning maintains a remote disaster recovery data center along with AWS infrastructure to assist in the event of a catastrophic failure.

### **What happens to student personal data after the contract for the ExploreLearning subscriptions and services has ended?**

After the expiration or termination of the agreement and services, and as directed in writing by the school administrator, we will take steps to remove and delete or otherwise render undecipherable student personal data in our possession in accordance with our data removal protocols. Upon completion of the removal and upon written request from the school, we will provide written confirmation of same.

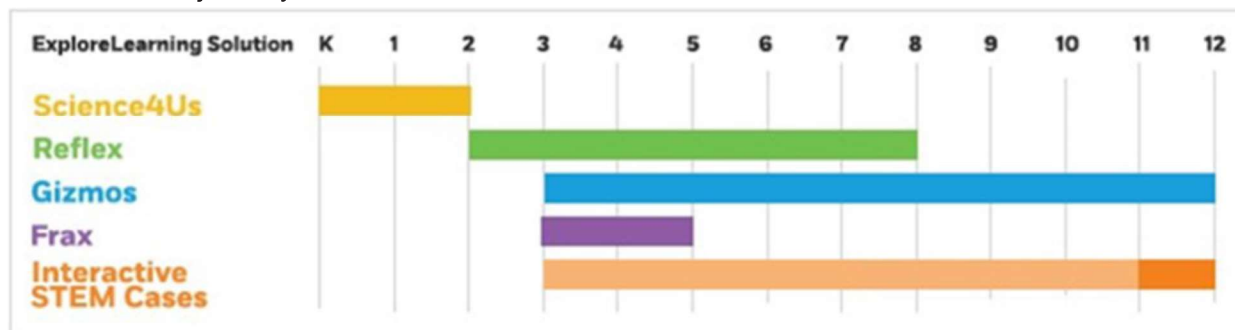
If you have any additional questions, please contact your ExploreLearning account representative or you can contact the ExploreLearning privacy team at [support@ExploreLearning.com](mailto:support@ExploreLearning.com).

# Exhibit B

## Your K-12 STEM Solution

At ExploreLearning, we believe all students can have success in math and science — and have fun along the way!

Our programs are created by teachers for teachers. Our K-12 STEM solution is aligned with a variety of standards, including NGSS, and begins in Kindergarten, spiraling up to AP12. At every stage, at every grade level, ExploreLearning products address standards and content that continually evolve in a student's educational journey.



### Frax: Make fractions finally make sense with Frax

Adaptive and game-based, it uses the latest research-based instructional methods to create a more effective, more fun way to learn fractions. Frax treats fractions as numbers first. Research shows that understanding fraction magnitude (size) is the most important building block in learning fractions. Not only is it central to a strong conceptual understanding of fractions, but it also helps students learn fraction arithmetic better. [www.fraxmath.com](http://www.fraxmath.com)

### Science4Us: It's never too early to learn science!

Science4Us covers Inquiry, Physical Science, Life Science and Earth & Space Science with lessons specifically designed for K-2 students. The sessions have 1000's of online and offline activities that can be completed in as little as ten minutes, and teach students using videos, interaction, poems, songs, and digital notebooks. Science4Us exposes young learners to science while reinforcing math and literacy concepts. [www.science4us.com](http://www.science4us.com).

### Reflex: When they use Reflex, kids love math.

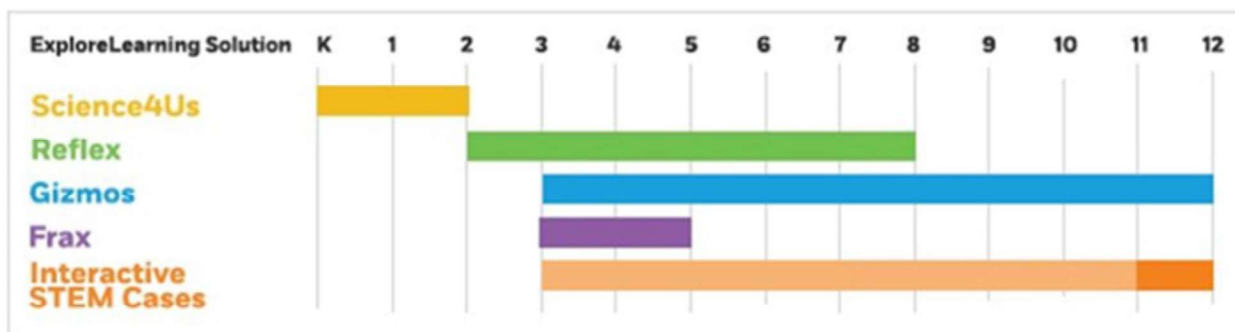
Adaptive and individualized, Reflex is the most effective system for mastering basic math facts in addition, subtraction, multiplication and division. Full of games that students love, Reflex takes students at every level and helps them quickly gain math fact fluency and confidence. [www.reflexmath.com](http://www.reflexmath.com).

### Gizmos: Get hands-on with math and science.

Gizmos are online simulations that excite curiosity and invite interaction. Gizmos help students dig deeper into subjects and really understand challenging concepts. They help students make connections and draw conclusions with an interactive design that supports a manipulation of variables and "what-if" experimentation. Every Gizmo comes with extensive teaching resources that help make planning and teaching easy. [www.explorelearning.com](http://www.explorelearning.com).

Gizmos interactive STEM Cases correlate to secondary curricula that put students in the role of a scientist trying to solve a real-world problem. They use scientific practices to collect and analyze data, and form and test a hypothesis as they solve the problem. Each STEM Case uses real-time reporting to help teachers track students' results. Part of the Gizmos library.

## Your K-12 STEM Solution



### Frax Math

Site License of Frax:

\$1295 for all targeted students at a single site

### Science4Us

Elementary Gizmos & Science4Us Bundle:

\$3995 for all targeted students at a single site

### Reflex

Reflex Seat License

\$35 per seat

Reflex Site License

\$3295 for all targeted students at a single site

### Gizmos

#### TEACHER PLUS LICENSE

Teacher Plus License

\$920 per teacher (1 or 2 licenses)

Teacher Plus License -Volume Discount

\$690 per teacher with 3 or more licenses

#### SITE LICENSE

\$8.25 per student

All teachers and all students at school; Math and Science

(\$3,295 min, \$11,500 max)

#### MATH OR SCIENCE DEPARTMENT LICENSE

\$4.95 per student

All teachers and all students at school; Math OR Science

(\$2,195 min, \$7,350 max)

All licenses are for 12 month terms. Discounts are provided for multi-year and/or multi-product purchases. Initial training is included.



110 Avon Street, Suite 300, Charlottesville, VA 22902

ExploreLearning Gizmos  
For: POUDRE SCHOOL DISTRICT R-1

Presented to: Tracy Stibitz  
By: Gina DiPrima  
Presented on: July 29, 2022  
Proposal Expires on: August 31, 2022

**Renewal Dates: August 1, 2022- July 31, 2023**

Quantity	Unit	Product	Months	Total
7,000	Students	District Gizmos Science Dept License	12	\$26,250.00
26	Teachers	Gizmos Teacher Plus Students License	12	\$23,920.00
1	Package	Three (3) included onsite trainings. 3 days (up to 6 hours each) for up to 25 participants.	12	\$0.00

Subtotal: \$50,170.00

Discount: (\$5,980.00)

**Total: \$44,190.00**

Multi-year Discounts		Savings of
3 YEARS	\$119,313.00	<b>\$13,257.00</b>
2 YEARS	\$83,961.00	<b>\$4,419.00</b>

This proposal is made on behalf of ExploreLearning, LLC (FEIN 38-3942548). Resulting orders are subject to ExploreLearning's standard terms and conditions, which can be found at: ExploreLearning.com. This proposal along with the terms and conditions and privacy policy represents the entire agreement of the parties. There are no other promises in any other agreement, whether oral or written.

Prices contained herein do not include applicable state and local sales taxes. Sales tax may be adjusted at the time of invoicing. Pricing information made herein is strictly confidential and is supplied on the understanding that it will be held confidential and not disclosed to third parties without the prior written consent of ExploreLearning.

#### Next Steps

Please contact Gina DiPrima at 866-882-4141, ext. 277 or [gina.diprima@explorellearning.com](mailto:gina.diprima@explorellearning.com) for more information on any aspect of this proposal (#Q-233930).

If applicable, please include your certificate of tax-exempt status with your purchase order. Purchase Orders may be sent to ExploreLearning Orders via one of the following methods:

**Email to:** [sales@explorellearning.com](mailto:sales@explorellearning.com), please CC [gina.diprima@explorellearning.com](mailto:gina.diprima@explorellearning.com) to streamline processing

**Fax to:** 434-220-1484



To ensure the effective implementation of ExploreLearning products in your school or district, please provide us with the following:

**CONTACT**

Who is the primary contact to coordinate professional development for your school or district? Please provide the following for that contact:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

**WORKSHOP DETAILS**

Provide us some details for your workshop(s):

# of Teachers: \_\_\_\_\_

# of Teachers who are  
new to the product: \_\_\_\_\_

# of Teachers who are  
experienced with the  
product: \_\_\_\_\_

**TECHNOLOGY**

Please provide a description of the types of technology your teachers and students will be using to implement ExploreLearning products:

**Additional Notes**

Your implementation manager will be in touch with your PD contact via email to schedule your professional development workshop(s). We look forward to working with your teachers!

Professional development workshops are only scheduled for dates after the start of your subscription.



110 Avon Street, Suite 300, Charlottesville, VA 22902

ExploreLearning Reflex  
For: Lopez Elementary School

Presented to: Tracy Stibitz  
By: Gina DiPrima  
Presented on: July 29, 2022  
Proposal Expires on: August 15, 2022

**Renewal Dates: August 1, 2022 - July 31, 2023**

Quantity	Unit	Product	Months	Total
1	Site	Reflex Site License	12	\$3,295.00
1	Package	One (1) included webinar training for up to 40 participants.	12	\$0.00

**Total: \$3,295.00**

Multi-year Discounts		Savings of
3 YEARS	\$8,896.50	<b>\$988.50</b>
2 YEARS	\$6,260.50	<b>\$329.50</b>

This proposal is made on behalf of ExploreLearning, LLC (FEIN 38-3942548). Resulting orders are subject to ExploreLearning's standard terms and conditions, which can be found at: ReflexMath.com. This proposal along with the terms and conditions and privacy policy represents the entire agreement of the parties. There are no other promises in any other agreement, whether oral or written.

Prices contained herein do not include applicable state and local sales taxes. Sales tax may be adjusted at the time of invoicing. Pricing information made herein is strictly confidential and is supplied on the understanding that it will be held confidential and not disclosed to third parties without the prior written consent of ExploreLearning.

#### Next Steps

Please contact Gina DiPrima at 866-882-4141, ext. 277 or [gina.diprima@explorellearning.com](mailto:gina.diprima@explorellearning.com) for more information on any aspect of this proposal (#Q-206253).

If applicable, please include your certificate of tax-exempt status with your purchase order. Purchase Orders may be sent to ExploreLearning Orders via one of the following methods:

Email to: [sales@explorellearning.com](mailto:sales@explorellearning.com), please CC [gina.diprima@explorellearning.com](mailto:gina.diprima@explorellearning.com) to streamline processing  
Fax to: 434-220-1484





To ensure the effective implementation of ExploreLearning products in your school or district, please provide us with the following:

**CONTACT**

Who is the primary contact to coordinate professional development for your school or district? Please provide the following for that contact:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

**WORKSHOP DETAILS**

Provide us some details for your workshop(s):

# of Teachers: \_\_\_\_\_

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Professional development workshops are only scheduled for dates after the start of your subscription.

# Exhibit C



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

### **VENDOR QUALIFICATIONS**

No favoritism shall be extended to any vendor. The Purchasing and Materials Management 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 purchasing and materials manager, or their designees.

The superintendent, executive director of finance or purchasing and materials manager 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

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