

**THIRD AMENDMENT TO SOFTWARE SERVICES AGREEMENT
BETWEEN NCS PEARSON, INC.
AND POUDRE SCHOOL DISTRICT R-1**

This Third Amendment (“Third Amendment”) dated the 13th day of July 2022 (“Effective Date”), is attached to and forms part of the Software Services Agreement between Poudre School District R-1 (the “District”) and NCS Pearson, Inc. (the “Provider”), executed August 21, 2019, the First Amendment to the contract executed July 28, 2020 and the Second Amendment to the contract executed August 30, 2021, each of which are attached and made part of this Third Amendment. To the extent that any of the terms or conditions contained in this Third Amendment may contradict with any of the terms or conditions of the attached Software Services Agreement, the First Amendment or the Second Amendment (“Agreement”), it is expressly understood and agreed that the terms of this Amendment shall take precedence and supersede the attached Agreement. The parties agree to amend the Contract by adding the following language:

1. **Purpose of Amendment.** This amendment shall constitute the Third Amendment to the Agreement between the District and the Provider. The purpose of this Amendment is to amend the terms and deliverables between the District and Provider.
2. **Term of Agreement.** At the conclusion of the term dated August 31, 2022, as outlined in section 1.1 of the Agreement, the District and Provider elect to extend the term of the Agreement beginning on September 1, 2022 through August 31, 2023.
3. **Amended Responsibilities**
 - 3.1. Exhibit B is deleted hereby in its entirety.
 - 3.2. Replace Exhibit B with Contractor’s Proforma Invoice #159775, hereby attached to this Third Amendment and made part of this agreement.
 - 3.3. The total cost for the Services on the attached Exhibit B is Four Thousand, Seven Hundred and Eighteen Dollars and Twenty-Five Cents (\$4718.25), due and payable by the District thirty (30) days after receipt of Contractor’s invoice.
 - 3.4. Within section 10.6, delete the language which has a strikethrough and replace with the following language which is underlined:

~~Provider 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 coverages and amounts may be provided by a combination of a primary policy plus an umbrella or following form excess policy. All insurance shall be with a carrier licensed in the state of Colorado and shall have a minimum A.M. Best rating of A- VII. Provider shall furnish the District’s Director of Records and Risk Management with certificates of the required insurance prior to the District’s approval and signing of this Agreement, and with renewal certificates prior to the expiration of any required insurance that expires during the term of this Agreement.~~

~~Memorandums of Insurance will not be accepted. Certificates of Insurance and all communication regarding insurance shall be addressed to:~~

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

~~Any insurance and/or self-insurance carried by the District is excess of the coverage extended to the District by Provider. Provider shall provide at least thirty (30) days' advance written notice to the District prior to cancellation, change of coverage, or non renewal. The insurance requirements specified in this section 10.6 shall not reduce the indemnification liability that Provider has assumed in section 10.7.~~

~~Commercial General Liability~~

~~Minimum Limits~~

- ~~a. Each Occurrence Bodily Injury & Property Damage \$2,000,000~~
- ~~b. General Aggregate \$2,000,000~~
- ~~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 included as an additional insured by way of a blanket endorsement as evidenced by the Certificate of Insurance.~~

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

~~Minimum Limits~~

- ~~a. Per Loss \$1,000,000~~
- ~~b. Aggregate \$2,000,000~~
- ~~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 insurancee 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.~~

- ~~e. 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.~~

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

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

Any insurance and/or self-insurance carried by the District is excess of the coverage extended to the District by Provider. Provider shall provide at least thirty (30) days' advance written notice to the District prior to cancellation, change of coverage, or non-renewal. The insurance requirements specified in this section 10.6 shall not reduce the indemnification liability that Provider has assumed in section 10.7.

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 included as an additional insured by way of a blanket endorsement.

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

Minimum Limits

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

The insurance shall provide coverage for:

- 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.

4. General Provisions.

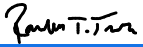
- 4.1. **Entire Agreement.** The Agreement and this Third Amendment constitute the entire agreement of the parties regarding the subject matter addressed herein and supersedes all prior agreements, whether oral or written, pertaining to said subject matter.
- 4.2. **Signatures.** This Agreement may be executed and delivered via portable document format (pdf), and the pdf signature of any party shall be considered valid, binding, effective and an original for all purposes.


IN WITNESS WHEREOF, the District and the Provider have signed this Third

Amendment as of the Effective Date.

NCS PEARSON, INC.

POUDRE SCHOOL DISTRICT R-1

By: 
Randall Trask (Jul 25, 2022 11:15 MDT)
Randall T. Trask
Senior Vice President for Clinical
Assessment

By: 

R. David Montoya
Executive Director of Finance


By: 
snielsen@psdschools.org (Jul 27, 2022 09:05 MDT)
Scott Nielsen
Assistant Superintendent of Secondary
Schools

Exhibit B



Pearson

QUOTE / PROFORMA

Customer Bill-to:

POUDRE SD REGION 1
2413 LAPORTE AVE
FORT COLLINS CO, 80521-2211

Attention:

Customer Ship-to:

POUDRE SD REGION 1
1415 LAPORTE
FORT COLLINS CO, 80521-2315

Attention:

NCS Pearson, Inc.

P.O Box 599700,
San Antonio, TX 78259
Tel: 800-627-7271

Tax ID No:

41-0850527

Quote/Proforma Number :

159775

Date :

13-MAY-2022

Customer Account# :

3805285

Sales Order Number :

159775

Customer PO# :

AW+ 22/23 RENEWAL

Currency :

USD

Shipment Terms :

Paid

Customer Tax Number :

Number of Pages :

Page 1 of 2

This price quote does not guarantee stock availability and shipping amount is estimated, standard shipping charges apply.

Total Ordered Quantity (No. Of Items)	:	699
Other Charges	:	USD
Net Amount	:	USD
Tax Total	:	USD
Quote/Proforma Total	:	USD
Amount Due	:	USD

REMITTANCE INFORMATION

Make Checks Payable to:

13036 COLLECTION CENTER DRIVE
CHICAGO
60693
NCS Pearson, Inc.

Bank Wire to:

Bank of America N A
071000039
A/C No: 8188105388
SWIFT : 0710000039

Quote/Proforma Number: 159775							Page 2 of 2
Item Number	Item Description	Quantity	Unit Price	Discount	Tax	Line Total	
AIMPLSCSUB	AIMSWEBPLUS COMPLETE NEW QTY 1 (DIGITAL) - FORTH COLLINS	150	6.75	NET	0.00	\$1,012.50	
AIMPLSCSUB	AIMSWEBPLUS COMPLETE NEW QTY 1 (DIGITAL) - KINARD CORE	75	6.75	NET	0.00	\$506.25	
AIMPLSCSUB	AIMSWEBPLUS COMPLETE NEW QTY 1 (DIGITAL) - WEBBER	24	6.75	NET	0.00	\$162.00	
AIMPLSCSUB	AIMSWEBPLUS COMPLETE NEW QTY 1 (DIGITAL) - BLEVINS	40	6.75	NET	0.00	\$270.00	
AIMPLSCSUB	AIMSWEBPLUS COMPLETE NEW QTY 1 (DIGITAL) - LINCOLN WORLD SCH	140	6.75	NET	0.00	\$945.00	
AIMPLSCSUB	AIMSWEBPLUS COMPLETE NEW QTY 1 (DIGITAL) - PUTNAM SCH OF SCI	270	6.75	NET	0.00	\$1,822.50	

*** IMPORTANT CUSTOMER MESSAGES ***

AW+ 22/23 RENEWAL CID 2451
License term is September 1, 2022 through August 31, 2023 per contract

QUOTE/PROFORMA TOTALS	Subtotal	Total Other Charges	Total Tax	Total Due
	USD	USD	USD	USD
	\$4,718.25	\$0.00	\$0.00	\$4,718.25

By placing your order, you hereby agree to the Terms and Conditions which govern your purchase:
<https://www.pearson.com/en-us/legal-information/business-purchasers-terms.html>

**SECOND AMENDMENT TO SOFTWARE SERVICES AGREEMENT
BETWEEN NCS PEARSON, INC.
AND POUDRE SCHOOL DISTRICT R-1**

This Second Amendment (“Second Amendment”) effective as of the 30th day of August 2021, is attached to and forms part of the Software Services Agreement between NCS Pearson, Inc. (the “Provider”) executed August 21, 2019 and the First Amendment to the Agreement executed July 28, 2020 (“Agreement”), both of which are attached and made part of this Second Amendment. To the extent that any of the terms or conditions contained in this Second Amendment may contradict with any of the terms or conditions of the attached Agreement, it is expressly understood and agreed that the terms of this Second Amendment shall take precedence and supersede the attached Agreement. The parties agree to amend the Contract by adding the following language:

1. **Purpose of Amendment.** This Amendment shall constitute the Second Amendment to the Agreement between the District and the Provider. The purpose of this Second Amendment is to amend the terms and deliverables between the District and Provider.
2. **Term of Agreement.** At the conclusion of the term dated August 31, 2021, as outlined in section 1.1 of the Agreement, the District and Contractor elect to extend the term of the Agreement beginning on September 1, 2021 through August 31, 2022.
3. **Amended Responsibilities**
 - 3.1. Exhibit B is deleted hereby in its entirety.
 - 3.2. Replace Exhibit B with Contractor’s Proforma Invoice by School, hereby attached to this Second Amendment and made part of this agreement.
 - 3.3. The total cost for the Services on the attached Exhibit B is Four Thousand, Five Hundred and Forty-Three Dollars and Fifty Cents (\$4543.50), due and payable by the District thirty (30) days after receipt of Contractor’s invoice.
 - 3.4. Within section 9, delete the language which has a strikethrough and replace with the following language which is underlined:

~~NCS Pearson, Inc.~~
~~Attn: Pearson Legal Department~~
~~2510 North Dodge Street~~
~~Iowa City, IA 52245~~
~~Email: legaltse@pearson.com~~

NCS Pearson, Inc.
Attn: Catalog Bids and Proposals
5601 Green Valley Dr.
Bloomington, MN 55437
Email: catalogbidsandproposals@pearson.com

- 3.5. Within section 10.6, delete the language which has a strikethrough and replace with the following language which is underlined:

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 10.6, shall not reduce the indemnification liability that Contractor has assumed in section 10.7.

~~Commercial General Liability~~

- ~~a. Each Occurrence Bodily Injury &
Property Damage \$1,000,000~~
- ~~b. Each Event Personal Injury \$1,000,000~~
- ~~c. Products/Completed
Operations Aggregate \$1,000,000~~
- ~~d. General Aggregate \$2,000,000~~
- ~~e. Coverage must be written on an "occurrence" basis~~
- ~~f. Poudre School District and its elected officials and employees shall be
named as additional insureds; copy of policy endorsement must be attached
to the Certificate of Insurance.~~

~~Technology Errors & Omissions Liability including Network Security and
Privacy Liability~~

- a. ~~Per Loss~~ \$1,000,000
- b. ~~Aggregate Limit~~ \$1,000,000
- c. ~~If policy is written on a claims made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Agreement and that either continuous coverage will be maintained, or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Agreement is complete. Contractor shall also maintain such insurance for an additional period of three (3) years following termination of the Agreement.~~
- d. ~~If policy is written on an occurrence form basis, Contractor shall maintain such insurance for an additional period of one (1) year following termination of the Agreement.~~

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 coverages and amounts may be provided by a combination of a primary policy plus an umbrella or following form excess policy. All insurance shall be with a carrier licensed in the state of Colorado and shall have a minimum A.M. Best rating of A- VII. Provider shall furnish the District's Director of Records and Risk Management with certificates of the required insurance prior to the District's approval and signing of this Agreement, and with renewal certificates prior to the expiration of any required insurance that expires during the term of this Agreement. Memorandums of Insurance will not be accepted. Certificates of Insurance and all communication regarding insurance shall be addressed to:

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

Any insurance and/or self-insurance carried by the District is excess of the coverage extended to the District by Provider. Provider shall provide at least thirty (30) days' advance written notice to the District prior to cancellation, change of coverage, or non-renewal. The insurance requirements specified in this section 10.6 shall not reduce the indemnification liability that Provider has assumed in section 10.7.

Commercial General Liability

Minimum Limits

- a. Each Occurrence Bodily Injury & Property Damage \$2,000,000
- b. General Aggregate \$2,000,000
- 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 included as an additional insured by way of a blanket endorsement as evidenced by the Certificate of Insurance.

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

Minimum Limits

- a. Per Loss \$1,000,000
- b. Aggregate \$2,000,000
- 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.

4. Special Provisions.

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

5. General Provisions.

- 5.1. **Entire Agreement.** The original Agreement, the First Amendment and this Second Amendment, constitutes the entire Agreement of the parties regarding the subject matter addressed herein and supersedes all prior Agreements, whether oral or written, pertaining to said subject matter.
- 5.2. **Signatures.** This Agreement may be executed and delivered via portable document format (pdf), and the pdf signature of any party shall be considered valid, binding, effective and an original for all purposes.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK

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

NCS PEARSON, INC.

POUDRE SCHOOL DISTRICT R-1

By: *Randall T. Trask*
Randall T. Trask
Senior Vice President
for Clinical Assessment

By: *R. David Montoya*
R. David Montoya
Executive Director of Finance

By: *Scott Nielsen*
snielsen@psdschools.org (Sep 2, 2021 08:29 MDT)
Scott Nielsen
Assistant Superintendent of
Secondary Schools

Exhibit B



Pearson

QUOTE / PROFORMA

Customer Bill-to:

POUDRE SD REGION 1
1415 LAPORTE
FORT COLLINS CO, 80521-2315

Attention:

Customer Ship-to:

POUDRE SD REGION 1
1415 LAPORTE
FORT COLLINS CO, 80521-2315

Attention:

NCS Pearson, Inc.

P.O Box 599700,
San Antonio, TX 78259
Tel: 800-627-7271

Tax ID No:

41-0850527

Quote/Proforma Number :

118012

Date :

11-MAY-2021

Customer Account# :

3805285

Sales Order Number :

118012

Customer PO# :

AW+ 21/22 RENEWAL

Currency :

USD

Shipment Terms :

Paid

Customer Tax Number :

Number of Pages : Page 1 of 2

PRICES HELD FOR 30 DAYS. RETAIN QUOTE/PROFORMA IN THE EVENT OF A PRICE INCREASE. CANNOT GUARANTEE STOCK AVAILABILITY AND SHIPPING CHARGES ARE ONLY AN ESTIMATE

Total Ordered Quantity (No. Of Items) :		699
Other Charges :		USD \$0.00
Net Amount :		USD \$4,543.50
Tax Total :		USD \$0.00
Quote/Proforma Total :		USD \$4,543.50
Amount Due :		USD \$4,543.50

REMITTANCE INFORMATION	
Make Checks Payable to:	Bank Wire to:
13036 COLLECTION CENTER DRIVE CHICAGO 60693 NCS Pearson, Inc.	Bank of America N A 071000039 A/C No: 8188105388 SWIFT : 0710000039



Pearson

Quote/Proforma Number: 118012

Page 2 of 2					
Item Number	Item Description	Quantity	Unit Price	Discount	Tax
AIMPLSCSUB	AIMSWEBPLUS COMPLETE NEW QTY 1 (DIGITAL)	30	6.50	NET	0.00
AIMPLSCSUB	AIMSWEBPLUS COMPLETE NEW QTY 1 (DIGITAL)	130	6.50	NET	0.00
AIMPLSCSUB	AIMSWEBPLUS COMPLETE NEW QTY 1 (DIGITAL)	270	6.50	NET	0.00
AIMPLSCSUB	AIMSWEBPLUS COMPLETE NEW QTY 1 (DIGITAL)	150	6.50	NET	0.00
AIMPLSCSUB	AIMSWEBPLUS COMPLETE NEW QTY 1 (DIGITAL)	75	6.50	NET	0.00
AIMPLSCSUB	AIMSWEBPLUS COMPLETE NEW QTY 1 (DIGITAL)	44	6.50	NET	0.00
Line Total					
					\$195.00
					\$845.00
					\$1,755.00
					\$975.00
					\$487.50
					\$286.00

*** IMPORTANT CUSTOMER MESSAGES ***

QUOTE/PROFORMA TOTALS				Total Due	
Subtotal		Total Other Charges		Total Tax	Total Due
USD		USD		USD	USD
\$4,543.50		\$0.00		\$0.00	\$4,543.50

By placing your order, you hereby agree to the Terms and Conditions which govern your purchase:

<https://www.pearsonassessments.com/footer/terms-of-sale---use.html>

**FIRST AMENDMENT TO SOFTWARE SERVICES AGREEMENT
BETWEEN NCS PEARSON, INC.
AND POUDRE SCHOOL DISTRICT R-1**

This First Amendment ("Amendment") dated the 28th day of July 2020, is attached to and forms part of the Software Services Agreement between Poudre School District R-1 (the "District") And NCS Pearson, Inc. (the "Contractor") executed August 21, 2019 ("Agreement"), hereby attached and made part of this Amendment. To the extent that any of the terms or conditions contained in this Amendment may conflict with any of the terms or conditions of the attached Agreement, it is expressly understood and agreed that the terms of this Amendment shall take precedence and supersede the attached Agreement. The parties agree to amend the Contract by adding the following language:


1. **Purpose of Amendment.** This Amendment shall constitute the First Amendment to the Agreement between the District and the Contractor. The purpose of this Amendment is to amend the terms and deliverables between the District and Contractor.
2. **Term of Agreement.**
 - 2.1. At the conclusion of the term dated August 31, 2020, as outlined in section 1.1 of the Agreement, the District and Contractor elect to extend the term of the Agreement beginning on September 1, 2020 through August 31, 2021.
3. **Amended Responsibilities.**
 - 3.1. Exhibit B is deleted hereby in its entirety.
 - 3.2. Replace Exhibit B with Contractor's Proforma Invoice by School, hereby attached to this First Amendment and made part of this Agreement.
4. **Special Provisions.**
 - 4.1. **Terms and Conditions.** With the exception of items explicitly delineated in this Amendment, all terms and conditions of the original Agreement between the District and Contractor shall remain unchanged and in full force and effect.
5. **General Provisions.**
 - 5.1. **Entire Agreement.** The original Agreement and this First Amendment constitutes the entire Agreement of the parties regarding the subject matter addressed herein and supersedes all prior Agreements, whether oral or written, pertaining to said subject matter.
 - 5.2. **Signatures.** This Agreement may be executed and delivered via portable document format (pdf), and the pdf signature of any party shall be considered valid, binding, effective and an original for all purposes.

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.

NCS PEARSON, INC.

POUDRE SCHOOL DISTRICT R-1

By: 
Shantel Love (Aug 4, 2020 18:22 CDT)

Shantel Love
Director of Sales Education

By: 

R. David Montoya
Executive Director of Finance

By: 
snielsen@psdschools.org (Aug 11, 2020 16:25 MDT)

Scott Nielsen
Assistant Superintendent of Secondary Schools

Exhibit B



Pearson

PROFORMA INVOICE

Customer Bill-to:
POUDRE SD REGION 1
2413 LAPORTE AVE
FORT COLLINS CO, 80521-2211
Attention:

Customer Ship-to:
POUDRE SD REGION 1
1415 LAPORTE
FORT COLLINS CO, 80521-2315
Attention:

NCS Pearson, Inc.
P O Box 599700
San Antonio, TX 78259
Tel: 800-627-7271
Tax ID No:
41-0850527

Proforma Number : 79922
Date : 08-MAY-2020
Customer Account# : 3805285
Sales Order Number : 79922
Customer PO# : AW+ RENEWAL 20/21
QUOTE
Currency : USD
Shipment Terms : Paid
Customer Tax Number :
Number of Pages : Page 1 of 2

PRICES HELD FOR 45 DAYS. RETAIN PF IN THE EVENT OF A PRICE INCREASE. CANNOT GUARANTEE STOCK AVAILABILITY AND SHIPPING CHARGES ARE ONLY AN ESTIMATE

Total Ordered Quantity (No. Of Items) :		462
Other Charges :		USD \$0.00
Net Amount :		USD \$3,003.00
Tax Total :		USD \$0.00
Invoice Total :		USD \$3,003.00
Amount Due :		USD \$3,003.00
REMITTANCE INFORMATION		
Make Checks Payable to:		Bank Wire to:
13036 COLLECTION CENTER DRIVE CHICAGO 60693		Bank of America N A 071000039 A/C No: 8188105388 ABA : 071000039



Proforma Number: 79922		Page 2 of 2				
Item Number	Item Description	Quantity	Unit Price	Discount	Tax	Line Total
AIMPLSCSUBRNL	AIMSWEBPLUS COMPLETE RENEWAL - KINARD	75	6.50	NET	0.00	\$487.50
AIMPLSCSUBRNL	AIMSWEBPLUS COMPLETE RENEWAL - BOLTZ	110	6.50	NET	0.00	\$715.00
AIMPLSCSUBRNL	AIMSWEBPLUS COMPLETE RENEWAL - KRUSE	2	6.50	NET	0.00	\$13.00
AIMPLSCSUBRNL	AIMSWEBPLUS COMPLETE RENEWAL - FOSSIL RIDGE	65	6.50	NET	0.00	\$422.50
AIMPLSCSUBRNL	AIMSWEBPLUS COMPLETE RENEWAL - PRESTON	80	6.50	NET	0.00	\$520.00
AIMPLSCSUBRNL	AIMSWEBPLUS COMPLETE RENEWAL - WEBBER	80	6.50	NET	0.00	\$520.00
AIMPLSCSUBRNL	AIMSWEBPLUS COMPLETE RENEWAL - WELLINGTON	50	6.50	NET	0.00	\$325.00

*** IMPORTANT CUSTOMER MESSAGES ***

SY 20/21

INVOICE TOTALS	Subtotal	Total Other Charges	Total Tax	Total Due
	USD	USD	USD	USD
	\$3,003.00	\$0.00	\$0.00	\$3,003.00

Terms And Conditions

<https://www.pearsonassessments.com/footer/terms-of-sale--use.html>



Pearson

PROFORMA INVOICE

Customer Bill-to:

POUDRE SD REGION 1
2413 LAPORTE AVE
FORT COLLINS CO, 80521-2211

Attention:

Customer Ship-to:

POUDRE SD REGION 1
1415 LAPORTE
FORT COLLINS CO, 80521-2315

Attention:

NCS Pearson, Inc.

P O Box 599700
San Antonio, TX 78259
Tel: 800-627-7271
Tax ID No:
41-0850527

Proforma Number :

79912

Date :

08-MAY-2020

Customer Account# :

3805285

Sales Order Number :

79912

Customer PO# :

AW+ RENEWAL 20/21

BOLTZ

Currency :

USD

Shipment Terms :

Paid

Customer Tax Number :

Number of Pages : Page 1 of 2

PRICES HELD FOR 45 DAYS. RETAIN PF IN THE EVENT OF A PRICE INCREASE. CANNOT GUARANTEE STOCK AVAILABILITY AND SHIPPING CHARGES ARE ONLY AN ESTIMATE

Total Ordered Quantity (No. Of Items) :		110
Other Charges :		USD \$0.00
Net Amount :		USD \$715.00
Tax Total :		USD \$0.00
Invoice Total :		USD \$715.00
Amount Due :		USD \$715.00
REMITTANCE INFORMATION		
Make Checks Payable to:		Bank Wire to:
13036 COLLECTION CENTER DRIVE CHICAGO 60693		Bank of America N A 071000039 A/C No: 8188105388 ABA : 071000039



Proforma Number: 79912		Page 2 of 2				
Item Number	Item Description	Quantity	Unit Price	Discount	Tax	Line Total
AIMPLSCSUBRNL	AIMSWEBPLUS COMPLETE RENEWAL	110	6.50	NET	0.00	\$715.00

*** IMPORTANT CUSTOMER MESSAGES ***

SY 20/21

INVOICE TOTALS	Subtotal	Total Other Charges	Total Tax	Total Due
	USD	USD	USD	USD
	\$715.00	\$0.00	\$0.00	\$715.00

Terms And Conditions
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Pearson

PROFORMA INVOICE

Customer Bill-to:
POUDRE SD REGION 1
2413 LAPORTE AVE
FORT COLLINS CO, 80521-2211
Attention:

Customer Ship-to:
POUDRE SD REGION 1
1415 LAPORTE
FORT COLLINS CO, 80521-2315
Attention:

NCS Pearson, Inc.
P O Box 599700
San Antonio, TX 78259
Tel: 800-627-7271
Tax ID No:
41-0850527

Proforma Number : 79928
Date : 08-MAY-2020
Customer Account# : 3805285
Sales Order Number : 79928
Customer PO# : AW+ RENEWAL 20/21
FOSSIL RIDGE
Currency : USD
Shipment Terms : Paid
Customer Tax Number :
Number of Pages : Page 1 of 2

PRICES HELD FOR 45 DAYS. RETAIN PF IN THE EVENT OF A PRICE INCREASE. CANNOT GUARANTEE STOCK AVAILABILITY AND SHIPPING CHARGES ARE ONLY AN ESTIMATE

Total Ordered Quantity (No. Of Items) :		65
Other Charges :		USD \$0.00
Net Amount :		USD \$422.50
Tax Total :		USD \$0.00
Invoice Total :		USD \$422.50
Amount Due :		USD \$422.50
REMITTANCE INFORMATION		
Make Checks Payable to:		Bank Wire to:
13036 COLLECTION CENTER DRIVE CHICAGO 60693		Bank of America N A 071000039 A/C No: 8188105388 ABA : 071000039



Proforma Number: 79928		Page 2 of 2				
Item Number	Item Description	Quantity	Unit Price	Discount	Tax	Line Total
AIMPLSCSUBRNL	AIMSWEBPLUS COMPLETE RENEWAL	65	6.50	NET	0.00	\$422.50

*** IMPORTANT CUSTOMER MESSAGES ***

SY 20/21

INVOICE TOTALS	Subtotal	Total Other Charges	Total Tax	Total Due
	USD	USD	USD	USD
	\$422.50	\$0.00	\$0.00	\$422.50

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Pearson

PROFORMA INVOICE

Customer Bill-to:
POUDRE SD REGION 1
2413 LAPORTE AVE
FORT COLLINS CO, 80521-2211
Attention:

Customer Ship-to:
POUDRE SD REGION 1
1415 LAPORTE
FORT COLLINS CO, 80521-2315
Attention:

NCS Pearson, Inc.
P O Box 599700
San Antonio, TX 78259
Tel: 800-627-7271
Tax ID No:
41-0850527

Proforma Number : 79922
Date : 08-MAY-2020
Customer Account# : 3805285
Sales Order Number : 79922
Customer PO# : AW+ RENEWAL 20/21
KINARD
Currency : USD
Shipment Terms : Paid
Customer Tax Number :
Number of Pages : Page 1 of 2

PRICES HELD FOR 45 DAYS. RETAIN PF IN THE EVENT OF A PRICE INCREASE. CANNOT GUARANTEE STOCK AVAILABILITY AND SHIPPING CHARGES ARE ONLY AN ESTIMATE

Total Ordered Quantity (No. Of Items) :		75
Other Charges :		USD \$0.00
Net Amount :		USD \$487.50
Tax Total :		USD \$0.00
Invoice Total :		USD \$487.50
Amount Due :		USD \$487.50
REMITTANCE INFORMATION		
Make Checks Payable to:		Bank Wire to:
13036 COLLECTION CENTER DRIVE CHICAGO 60693		Bank of America N A 071000039 A/C No: 8188105388 ABA : 071000039



Proforma Number: 79922		Page 2 of 2				
Item Number	Item Description	Quantity	Unit Price	Discount	Tax	Line Total
AIMPLSCSUBRNL	AIMSWEBPLUS COMPLETE RENEWAL	75	6.50	NET	0.00	\$487.50

*** IMPORTANT CUSTOMER MESSAGES ***

SY 20/21

INVOICE TOTALS	Subtotal	Total Other Charges	Total Tax	Total Due
	USD	USD	USD	USD
	\$487.50	\$0.00	\$0.00	\$487.50

Terms And Conditions

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Pearson

PROFORMA INVOICE

Customer Bill-to:
POUDRE SD REGION 1
2413 LAPORTE AVE
FORT COLLINS CO, 80521-2211
Attention:

Customer Ship-to:
POUDRE SD REGION 1
1415 LAPORTE
FORT COLLINS CO, 80521-2315
Attention:

NCS Pearson, Inc.
P O Box 599700
San Antonio, TX 78259
Tel: 800-627-7271
Tax ID No:
41-0850527

Proforma Number : 79911
Date : 08-MAY-2020
Customer Account# : 3805285
Sales Order Number : 79911
Customer PO# : AW+ RENEWAL KRUSE
Currency : USD
Shipment Terms : Paid
Customer Tax Number :
Number of Pages : Page 1 of 2

PRICES HELD FOR 45 DAYS. RETAIN PF IN THE EVENT OF A PRICE INCREASE. CANNOT GUARANTEE STOCK AVAILABILITY AND SHIPPING CHARGES ARE ONLY AN ESTIMATE

Total Ordered Quantity (No. Of Items) :		2
Other Charges :	USD	\$0.00
Net Amount :	USD	\$13.00
Tax Total :	USD	\$0.00
Invoice Total :	USD	\$13.00
Amount Due :	USD	\$13.00

REMITTANCE INFORMATION	
Make Checks Payable to:	Bank Wire to:
13036 COLLECTION CENTER DRIVE CHICAGO 60693	Bank of America N A 071000039 A/C No: 8188105388 ABA : 071000039



Proforma Number: 79911		Page 2 of 2				
Item Number	Item Description	Quantity	Unit Price	Discount	Tax	Line Total
AIMPLSCSUBRNL	AIMSWEBPLUS COMPLETE RENEWAL	2	6.50	NET	0.00	\$13.00

*** IMPORTANT CUSTOMER MESSAGES ***

SY 20/21

INVOICE TOTALS	Subtotal	Total Other Charges	Total Tax	Total Due
	USD	USD	USD	USD
	\$13.00	\$0.00	\$0.00	\$13.00

Terms And Conditions

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Pearson

PROFORMA INVOICE

Customer Bill-to:
POUDRE SD REGION 1
2413 LAPORTE AVE
FORT COLLINS CO, 80521-2211
Attention:

Customer Ship-to:
POUDRE SD REGION 1
1415 LAPORTE
FORT COLLINS CO, 80521-2315
Attention:

NCS Pearson, Inc.
P O Box 599700
San Antonio, TX 78259
Tel: 800-627-7271
Tax ID No:
41-0850527

Proforma Number : 79924
Date : 08-MAY-2020
Customer Account# : 3805285
Sales Order Number : 79924
Customer PO# : AW+ RENEWAL 20/21
PRESTON
Currency : USD
Shipment Terms : Paid
Customer Tax Number :
Number of Pages : Page 1 of 2

PRICES HELD FOR 45 DAYS. RETAIN PF IN THE EVENT OF A PRICE INCREASE. CANNOT GUARANTEE STOCK AVAILABILITY AND SHIPPING CHARGES ARE ONLY AN ESTIMATE

Total Ordered Quantity (No. Of Items) :		80
Other Charges :		USD \$0.00
Net Amount :		USD \$520.00
Tax Total :		USD \$0.00
Invoice Total :		USD \$520.00
Amount Due :		USD \$520.00
REMITTANCE INFORMATION		
Make Checks Payable to:		Bank Wire to:
13036 COLLECTION CENTER DRIVE CHICAGO 60693		Bank of America N A 071000039 A/C No: 8188105388 ABA : 071000039



Proforma Number: 79924		Page 2 of 2				
Item Number	Item Description	Quantity	Unit Price	Discount	Tax	Line Total
AIMPLSCSUBRNL	AIMSWEBPLUS COMPLETE RENEWAL	80	6.50	NET	0.00	\$520.00

*** IMPORTANT CUSTOMER MESSAGES ***

SY 20/21

INVOICE TOTALS	Subtotal	Total Other Charges	Total Tax	Total Due
	USD	USD	USD	USD
	\$520.00	\$0.00	\$0.00	\$520.00

Terms And Conditions

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Pearson

PROFORMA INVOICE

Customer Bill-to:

POUDRE SD REGION 1
2413 LAPORTE AVE
FORT COLLINS CO, 80521-2211

Attention:

Customer Ship-to:

POUDRE SD REGION 1
1415 LAPORTE
FORT COLLINS CO, 80521-2315

Attention:

NCS Pearson, Inc.

P O Box 599700
San Antonio, TX 78259
Tel: 800-627-7271
Tax ID No:
41-0850527

Proforma Number :

79925

Date :

08-MAY-2020

Customer Account# :

3805285

Sales Order Number :

79925

Customer PO# :

AW+ RENEWAL 20/21

WEBBER

Currency :

USD

Shipment Terms :

Paid

Customer Tax Number :

Number of Pages :

Page 1 of 2

PRICES HELD FOR 45 DAYS. RETAIN PF IN THE EVENT OF A PRICE INCREASE. CANNOT GUARANTEE STOCK AVAILABILITY AND SHIPPING CHARGES ARE ONLY AN ESTIMATE

Total Ordered Quantity (No. Of Items) :		80
Other Charges :		USD \$0.00
Net Amount :		USD \$520.00
Tax Total :		USD \$0.00
Invoice Total :		USD \$520.00
Amount Due :		USD \$520.00

REMITTANCE INFORMATION	
Make Checks Payable to:	Bank Wire to:
13036 COLLECTION CENTER DRIVE CHICAGO 60693	Bank of America N A 071000039 A/C No: 8188105388 ABA : 071000039



Pearson

Proforma Number: 79925		Page 2 of 2				
Item Number	Item Description	Quantity	Unit Price	Discount	Tax	Line Total
AIMPLSCSUBRNL	AIMSWEBPLUS COMPLETE RENEWAL	80	6.50	NET	0.00	\$520.00

*** IMPORTANT CUSTOMER MESSAGES ***

SY 20/21

INVOICE TOTALS	Subtotal	Total Other Charges	Total Tax	Total Due
	USD	USD	USD	USD
	\$520.00	\$0.00	\$0.00	\$520.00

Terms And Conditions

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Pearson

PROFORMA INVOICE

Customer Bill-to:

POUDRE SD REGION 1
2413 LAPORTE AVE
FORT COLLINS CO, 80521-2211

Attention:

Customer Ship-to:

POUDRE SD REGION 1
1415 LAPORTE
FORT COLLINS CO, 80521-2315

Attention:

NCS Pearson, Inc.

P O Box 599700
San Antonio, TX 78259
Tel: 800-627-7271
Tax ID No:
41-0850527

Proforma Number : 79930

Date : 08-MAY-2020

Customer Account# : 3805285

Sales Order Number : 79930

Customer PO# : AW+ RENEWAL 20/21

WELLINGTON

Currency : USD

Shipment Terms : Paid

Customer Tax Number :

Number of Pages : Page 1 of 2

PRICES HELD FOR 45 DAYS. RETAIN PF IN THE EVENT OF A PRICE INCREASE. CANNOT GUARANTEE STOCK AVAILABILITY AND SHIPPING CHARGES ARE ONLY AN ESTIMATE

Total Ordered Quantity (No. Of Items) :		50
Other Charges :		USD \$0.00
Net Amount :		USD \$325.00
Tax Total :		USD \$0.00
Invoice Total :		USD \$325.00
Amount Due :		USD \$325.00
REMITTANCE INFORMATION		
Make Checks Payable to:		Bank Wire to:
13036 COLLECTION CENTER DRIVE CHICAGO 60693		Bank of America N A 071000039 A/C No: 8188105388 ABA : 071000039



Proforma Number: 79830		Page 2 of 2				
Item Number	Item Description	Quantity	Unit Price	Discount	Tax	Line Total
AIMPLSCSUBRNL	AIMSWEBPLUS COMPLETE RENEWAL	50	6.50	NET	0.00	\$325.00

*** IMPORTANT CUSTOMER MESSAGES ***

SY 20/21

INVOICE TOTALS	Subtotal	Total Other Charges	Total Tax	Total Due
	USD	USD	USD	USD
	\$325.00	\$0.00	\$0.00	\$325.00

Terms And Conditions
<https://www.pearsonassessments.com/footer/terms-of-sale--use.html>

**SOFTWARE SERVICES AGREEMENT
BETWEEN NCS PEARSON, INC.
AND POUDRE SCHOOL DISTRICT R-1**

This Software Services Agreement ("Agreement") is effective as of the 21st day of August 2019, by and between Poudre School District R-1 ("District") and NCS Pearson, 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 September 1, 2019 and continue through and including August 31, 2020, 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, upon a written mutually agreed upon amendment 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) the Agreement is in effect. In no event, shall the District's obligations under the Agreement constitute a multiple-fiscal year direct or indirect debt or other financial obligation under Article X, Section 20(4)(b) of the Colorado Constitution.

1.3. The District, at its sole discretion upon written notice to Contractor, may unilaterally extend the term of this Agreement for a period not to exceed two months if the Parties are negotiating a replacement Agreement, and not merely seeking a term extension, at or near the end of any initial term or renewal term. The provisions of their Agreement in effect when such notice is given, including, but not limited to prices, rates and delivery requirements, shall remain in effect during the two-month extension. The two-month extension shall immediately terminate when and if a replacement Agreement is approved and signed by authorized representatives of the parties.

2. Deliverables and Purchase Price.

2.1. The Contractor shall make its formative assessment, data management and reporting system for multi-tiered instructional models for use in the District's schools, in accordance with the scope of work set forth in the attached Exhibit A (hereinafter the "Services").

2.2. The total cost for the Services as set forth on the attached Exhibit B is Nine Thousand, Four Hundred and Seventy Dollars and Fifty Cents (\$9,470.50), due and payable by the District thirty (30) days after receipt of Contractor's invoice.

2.2.1. Cost for additional Services shall be at the rate listed in Exhibit B.

2.3. 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.

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

2.6. 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.

2.7. 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.

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

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

3. Definitions.

3.1. 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 consistent with those outlined in CIS Top 20 Security Controls, CIS Benchmarks, ISO 27001/2, and NIST Cybersecurity Framework as amended, to secure such confidential student records and information from unauthorized access, disclosure, alteration and use. The Contractor shall ensure that all such safeguards, including the manner in which confidential student records and information is collected, accessed, used, stored, processed, disposed of and disclosed, comply with all applicable federal and state data protection and privacy laws, regulations and directives, including but not limited to Colorado's Student Data Transparency and Security Act, C.R.S. §§ 22-16-101 *et seq.* Without limiting the foregoing, and unless expressly agreed to the contrary in writing, the Contractor warrants that all electronic confidential student records and information will be encrypted in transmission and at rest in accordance with NIST Special Publication 800-57, as amended.

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

6. Use of Confidential Student Records and Information.

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

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

shall, as directed by the District through the Contractor, either securely destroy all confidential student records and information in their possession, custody or control, or return such confidential student records and information to the District.

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

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

7. **School Service Contract Provider.** Contractor is a "school service contract provider" under the Colorado Student Data Transparency and Security Act (the "Act"). 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 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 or Subcontractor fail to comply with any of the foregoing requirements in sections 4, 5, 6 or 7 at any time during or after the term of the Agreement the District may, as applicable, terminate the Agreement and/or disqualify Contractor

and any one or more of Subcontractor from future contracts and Subcontract with the District. Excluding any data breach, the District may allow an opportunity to cure a breach within thirty (30) days of written notice.

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

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

NCS Pearson, Inc.
Attn: Pearson Legal Department
2510 North Dodge Street
Iowa City, IA 52245
Email: legaltsc@pearson.com

10. **General Provisions.**

10.1. **No Assignment.** Except with respect to its affiliates or a successor entity that may result from corporate merger, 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.

10.2. **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.

10.3. **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.

10.4. **Conflict.** In the event of a conflict between this Agreement and those of any Exhibit, other terms and conditions, end user license agreements, contractor quotes or privacy policies, the relevant conflicting provisions of this Agreement, shall prevail.

10.5. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado.

10.6. **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 10.6, shall not reduce the indemnification liability that Contractor has assumed in section 10.7.

Commercial General Liability

- a. Each Occurrence Bodily Injury & Property Damage \$1,000,000
- b. Each Event Personal Injury \$1,000,000
- c. Products/Completed Operations Aggregate \$1,000,000
- d. General Aggregate \$2,000,000
- e. Coverage must be written on an "occurrence" basis
- f. Poudre School District and its elected officials and employees shall be named as additional insureds; copy of policy endorsement must be attached to the Certificate of Insurance.

Technology Errors & Omissions Liability including Network Security and Privacy Liability

- a. Per Loss \$1,000,000
- b. Aggregate Limit \$1,000,000
- c. If policy is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Agreement and that either continuous coverage will be maintained, or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Agreement is complete. Contractor shall also maintain such insurance for an additional period of three (3) years following termination of the Agreement.
- d. If policy is written on an occurrence form basis, Contractor shall maintain such insurance for an additional period of one (1) year following termination of the Agreement.

10.7. **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, grievance, charge or proceeding

brought in connection with or related to: (a) the Contractor's operations; (b) the Contractor's provision of the Services; (c) the Contractor's actual or alleged infringement of any third party's patent or copyright; and/or (d) the conduct of any of the Contractor's employees, volunteers, agents or representatives. The indemnification and hold harmless obligation hereunder shall include all attorney fees, costs and expenses incurred by the District and/or the District's Board members, employees, representatives and/or agents in defense of said suits, actions, grievances, charges and/or proceedings. Nothing in this section 10.7 or otherwise in this Agreement shall be construed in any way or applied in any manner as a compromise or waiver of the District's rights and protections under the Colorado Constitution or the Colorado Governmental Immunity Act.

10.8. **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.

10.9. **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.

10.10. **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.

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

10.12. **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.

10.13. **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.

10.14. **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.

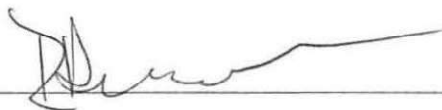
IN WITNESS WHEREOF, the District and the Contractor have signed this Agreement as of the date first set forth above.

NCS PEARSON, INC.

POUDRE SCHOOL DISTRICT R-1

By: 

Dan Merrill
Vice President of US Sales

By: 

R. David Montoya
Executive Director of Finance

By: 

Robert Beauchamp
Director of Curriculum, Instruction
and Assessment

Exhibit A

PRODUCT DATA LIST

aimswbPlus collects potentially personally-identifying and personally-identifying data based on the nature of the product and its functions.

	DATA COLLECTED	GENERAL PURPOSE OF DATA COLLECTION
1	Student names	Required for product functionality
2	Student grade	Required for product functionality
3	Student gender	Required for product functionality
4	Student free/reduced lunch status	Required for product functionality
5	Student ethnicity	Required for product functionality
6	Student date of birth	Required for product functionality
7	Student ID number	Required for product functionality
8	Student's school District	Required for product functionality
9	Student's school of attendance	Required for product functionality
10	Student IEP information	Optional per district needs in reporting
11	Student ESL status	Optional per district needs in reporting
12	Student Section 504	Optional per district needs in reporting
13	Student's after school programming	Optional per district needs in reporting
14	Student correctional actions	Optional per district needs in reporting
15	Student summer school participation	Optional per district needs in reporting
16	Student's IDEA status	Optional per district needs in reporting
17	Student's gifted and talented status	Optional per district needs in reporting
18	Intervention level	Produced in reporting-product functionality
19	Student behavior disorder	Optional per district needs in reporting
20	Student federal disability status	Optional per district needs in reporting
21	School address, leader, phone number	Required for customer service and billing
22	Teacher name and email address	Required for product functionality and customer service
23	Browser type	Vendor research for product improvement and updates.
24	Access time	Vendor research for product improvement and updates.
25	Referring URL's	Vendor research for product improvement and updates.
26	User page views	Vendor research for product improvement and updates.
27	IP address	Data security and tracking purposes.
28	Device type	Vendor research for product improvement and updates.
29	Operating system	Customer and technical service, implementation, product functionality, and data security.

*Optional data entered by the school district only if the district chooses to include it in their reporting.

1. aimswebPlus is a formative assessment, data management and reporting system designed that supports multi-tiered instructional models. aimswebPlus provides universal screening and monitors progress in math and reading of K-8 students. The reporting system allows customers to capture, manage, and report assessment data in one web-based system. aimswebPlus also assists in identification of at-risk students in order to differentiate and track their instruction.

2. Pearson uses Amazon Data Services for our data storage and maintenance needs.

3. Legal notices should be sent to: Pearson Legal Department, NCS Pearson, Inc.

2510 North Dodge Street
Iowa City, IA 52245
LegalTSC@pearson.com

4. Contract Signatory – Dan Merrill, VP of US Sales

Exhibit B



Pearson

PROFORMA INVOICE

Customer Bill-to:

POUDRE SCHOOL DIST R1
2407 LA PORTE AVE
FORT COLLINS CO, 80521-2211

Attention:**Customer Ship-to:**

POUDRE SCHOOL DIST R1
2407 LA PORTE AVE
FORT COLLINS CO, 80521-2211

Attention:**NCS Pearson, Inc.**

P.O Box 599700,
San Antonio, TX 78259
Tel: 800-627-7271

Tax ID No:

41-0850527

Proform**Customer**

Sales Order

Cust

Shipm

Customer Tax

Numbe

PRICES HELD FOR 45 DAYS. RETAIN PF IN THE EVENT OF A PRICE INCREASE. CANNOT GUARANTEE STOCK AVAILABILITY. ONLY AN ESTIMATE

Total Ordered Quantity (No. Of Items)	:		1457
Other Charges	:	USD	\$0.00
Net Amount	:	USD	\$9,470.50
Tax Total	:	USD	\$0.00
Invoice Total	:	USD	\$9,470.50
Amount Due	:	USD	\$9,470.50

REMITTANCE INFO**Make Checks Payable to:**

13036 COLLECTION CENTER DRIVE
CHICAGO
60693

B:

B:

07

A/

AE



Proforma Number: 41484

Item Number	Item Description	Quantity	Unit Price	Discount
AIMPLSCSUBRNL	AIMSWEBPLUS COMPLETE RENEWAL Boltz	111	6.50	NET
AIMPLSCSUBRNL	AIMSWEBPLUS COMPLETE RENEWAL District	600	6.50	NET
AIMPLSCSUBRNL	AIMSWEBPLUS COMPLETE RENEWAL Fossil	85	6.50	NET
AIMPLSCSUBRNL	AIMSWEBPLUS COMPLETE RENEWAL Kruse	2	6.50	NET
AIMPLSCSUBRNL	AIMSWEBPLUS COMPLETE RENEWAL Leshar	51	6.50	NET
AIMPLSCSUBRNL	AIMSWEBPLUS COMPLETE RENEWAL Lincoln	50	6.50	NET
AIMPLSCSUBRNL	AIMSWEBPLUS COMPLETE RENEWAL Preston	80	6.50	NET
AIMPLSCSUBRNL	AIMSWEBPLUS COMPLETE RENEWAL Putnam	266	6.50	NET
AIMPLSCSUBRNL	AIMSWEBPLUS COMPLETE RENEWAL Webber	65	6.50	NET
AIMPLSCSUBRNL	AIMSWEBPLUS COMPLETE RENEWAL Wellington	47	6.50	NET
AIMPLSCSUBRNL	AIMSWEBPLUS COMPLETE RENEWAL Kinard Core	100	6.50	NET

*** IMPORTANT CUSTOMER MESSAGES ***

License term is September 1, 2019 through August 31, 2020- per contract

INVOICE TOTALS	Subtotal	Total Other Charges
	USD	USD
	\$9,470.50	\$0.00

Terms And Conditions

<https://www.pearson.com/social-impact/sustainability/policies---downloads/terms-conditions-for-sales-orders>



Pearson

Quote/Proforma Number: 118012

Page 2 of 2					
Item Number	Item Description	Quantity	Unit Price	Discount	Tax
AIMPLSCSUB	AIMSWEBPLUS COMPLETE - ZACH ES	30	6.50	NET	0.00
AIMPLSCSUB	AIMSWEBPLUS COMPLETE - LINCOLN MS	130	6.50	NET	0.00
AIMPLSCSUB	AIMSWEBPLUS COMPLETE - PUTNAM ES	270	6.50	NET	0.00
AIMPLSCSUB	AIMSWEBPLUS COMPLETE - FORT COLLINS HS	150	6.50	NET	0.00
AIMPLSCSUB	AIMSWEBPLUS COMPLETE - KINARD MS	75	6.50	NET	0.00
AIMPLSCSUB	AIMSWEBPLUS COMPLETE - BLEVINS MS	44	6.50	NET	0.00
Line Total					
					\$195.00
					\$845.00
					\$1,755.00
					\$975.00
					\$487.50
					\$286.00

*** IMPORTANT CUSTOMER MESSAGES ***

QUOTE/PROFORMA TOTALS	Subtotal	Total Other Charges	Total Tax	Total Due
	USD	USD	USD	USD
	\$4,543.50	\$0.00	\$0.00	\$4,543.50

Terms And Conditions

<https://www.pearsonassessments.com/footer/terms-of-sale---use.html>