

**SECOND AMENDMENT SOFTWARE SERVICE AGREEMENT
BETWEEN VOYAGER SOPRIS LEARNING, INC.
AND POUFRE SCHOOL DISTRICT R-1**

This Second Amendment (“Second Amendment”) effective as of the 20th day of May 2022, is attached to and forms part of the Software Service Agreement between and Poudre School District R-1 (the “District”) and Voyager Sopris Learning, Inc. (the “Contractor”) executed July 7, 2020 and the First Amendment to the Agreement executed July 19, 2021 (“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 Contractor. The purpose of this Second Amendment is to amend the terms and deliverables between the District and Contractor.
2. **Entity Name Change.**
 - 2.1. Effective January 13, 2022, Voyager Sopris Learning, Inc. was legally changed their name to Lexia Voyager Sopris, Inc., as identified in the attached Exhibit D, a copy of which is attached and hereby made part of this Agreement.
 - 2.2. Effective as of May 20, 2022, Lexia Voyager Sopris, Inc., shall be further responsible for all terms and conditions as the Contractor of this Agreement and subsequent Amendments, including this Second Amendment.
3. **Term of Agreement.**
 - 3.1. At the conclusion of the term dated July 31, 2022, as outlined in section 1.1 of the Agreement, the District and Vendor elect to extend the term of the Agreement beginning on August 1, 2022 through July 31, 2023.
4. **Amended Responsibilities.**
 - 4.1. Exhibit C is deleted hereby in its entirety.
 - 4.2. Replace Exhibit C with Contractor’s Price Quote #00119773 and hereby attached to this Second Amendment and made part of this Agreement.
5. **Special Provisions.**
 - 5.1. **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 Contractor shall remain unchanged and in full force and effect.
6. **General Provisions.**

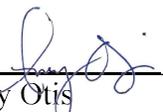
6.1. **Entire Agreement.** The original Agreement, the First Amendment and this Second Amendment, constitutes the entire Agreement of the parties regarding the subject matter addressed herein and supersedes all prior Agreements, whether oral or written, pertaining to said subject matter.

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

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

LEXIA VOYAGER SOPRIS, INC.

POUDRE SCHOOL DISTRICT R-1

By:  _____
Amy Otis
Vice President, Bids and Proposals

Digitally signed by Amy Otis
Date: 2022.05.31 14:17:22 -06'00'

By:  _____
R. David Montoya
Executive Director of Finance

By:  _____
Traci Gile, Ph.D.
Assistant Superintendent of
Elementary Schools

Exhibit C



Voyager Sopris Learning
 Attn: Order Entry Department
 17855 Dallas Pkwy, Suite 400
 Dallas, Texas 75287
 Phone: (800) 547-6747
 Fax: (888) 819-7767
 Email: CustomerService@voyagersopris.com

Quote Number 00119773
 Created Date 5/2/2022
 Expiration Date 7/30/2022

Quote To Tracy Sibitz
 Phone (970) 490-3564
 Email tstibitz@psdschools.org

Bill To Name Poudre School District R-1
 Bill To 2407 LaPorte Ave
 Fort Collins, CO 80521
 US
 Ship To Name Poudre School District R-1
 Ship To 2407 LaPorte Ave
 Fort Collins, CO 80521
 US

Sales Executive

Christine Aledam
 (800) 547-6747 ext 53421
christine.aledam@voyagersopris.com

Description	Product Code	Quantity	Sales Price	Total Price
Acadience Math Digital License for Data Management	368251	1,178.00	\$1.50	\$1,767.00
	Total Price	\$1,767.00		
	S&H	\$0.00		
	Tax	\$0.00		
	Total Due	\$1,767.00		

Comments

Description 160-Mountain Schools Acadience Math 98
 124-Eyestone Acadience Math 100
 461-PSD Global Academy Acadience Math 100
 106-Beattie Acadience Math 50
 101-Bacon Acadience Math 20
 151-Lopez a "Leader in Me" School Acadience Math 300
 136-Kruse Acadience Math 60
 110-Bethke Acadience Math 100
 166-Olander School for Project-Based Learning Acadience Math 350

*Prices included herein are exclusive of all applicable taxes, including sales tax, VAT or other duties or levies imposed by any federal, state or local authority, which are the responsibility of customer. Any taxes shown are estimates for informational purposes only. Customer will provide documentation in support of tax-exempt status upon request. Pricing is valid for 60 days unless otherwise specified on this quote. Unless otherwise provided herein, Voyager Sopris will invoice the total fees set forth above upon receipt of customer's PO/acceptance. Payment is due net 30 days of invoice.

All academic school year licenses begin August 1 and end July 31.

- Additional Support Services purchased separately from subscription licenses/packages (e.g., webinars or additional onsite and/or virtual training hours) must be used within 12 months from the received date of the PO acceptance of the applicable quote.
- A customer-designated account administrator contact name and email address are required for all subscriptions and service orders.



Order Term

This order quote and the associated confirming purchase order or other customer confirmation of this quote serve as an agreement for this order which becomes effective upon its acceptance by both parties. Unless otherwise agreed by Voyager Sopris and customer in writing, the licenses, products, and/or services purchased pursuant to this quote will begin on or about the start date and continue in effect for the period set forth in this quote. Unless otherwise set forth in this quote or agreed to by Voyager Sopris and customer in writing: all subscription licenses under the order shall have the same start and end dates; all subscription products and services are deemed delivered upon provisioning of license availability; and all subscription licenses and associated services must be used within the subscription or service period specified herein - unused subscription licenses or services are not eligible for refund or credit. On-site training may be fulfilled with a virtual training equivalency, as needed, of up to six instructional hours per day.

Order Process

To submit an order, please fax this quote along with the applicable Purchase Order to 888-819-7767, send by email to customerservice@voyagersopris.com, or send to your sales representative's email address listed above. NOTE: Each Purchase Order must include the correct quote order number as provided on this quote, and should attach this quote.

Order Acceptance

All Voyager Sopris subscriptions, products and/or services are offered subject to Voyager Sopris' standard license and terms of use (the "License Terms"), available at: <https://www.voyagersopris.com/terms-conditions>, as supplemented by this quote. By placing an order, customer confirms its acceptance of the License Terms and this quote, which together with any previously awarded proposal and/or any other associated agreement entered into by Voyager Sopris and customer regarding the subscriptions, products and services in this quote, constitute the entire agreement between customer and Voyager Sopris regarding such subscriptions, products, and services (the "Agreement"). Customer and Voyager Sopris agree that the terms and conditions of the Agreement supersede any additional or inconsistent terms or provision in any customer drafted purchase order, or any communications, whether written or oral, between customer and Voyager Sopris relating to the subject matter hereof, which shall be of no effect. In the event of any conflict, the terms of the Agreement shall govern.



Voyager Sopris Learning
 Attn: Order Entry Department
 17855 Dallas Pkwy, Suite 400
 Dallas, Texas 75287
 Phone: (800) 547-6747
 Fax: (888) 819-7767
 Email: CustomerService@voyagersopris.com

Quote Number 00117571
 Created Date 3/9/2022
 Expiration Date 3/23/2022

Quote To Tracy Sibitz
 Phone (970) 490-3564
 Email tsibitz@psdschools.org

Bill To Name Poudre School District R-1
 Bill To 2407 LaPorte Ave
 Fort Collins, CO 80521
 US
 Ship To Name Poudre School District R-1
 Ship To 2407 LaPorte Ave
 Fort Collins, CO 80521
 US

Sales Executive

Aaron Langley
 (214) 932-9528
aaron.langley@voyagerlearning.com

Description	Product Code	Quantity	Sales Price	Total Price
Acadience Math Digital License for Data Management	368251	1.00	\$1.50	\$1.50
ACD RDG 78 LIC ADM	376569	1.00	\$1.00	\$1.00
Power Readers and Supercharged Readers (1 set of each)	182334	1.00	\$99.00	\$99.00
Power Readers Set (5 sets)	156451	1.00	\$135.00	\$135.00
Power Readers Set	133330	1.00	\$54.00	\$54.00
POWER READERS SMART BOARD	286352	1.00	\$57.00	\$57.00
Voyager Passport Student Reading Pack Level D	357721	1.00	\$81.00	\$81.00
Voyager Passport Student Reading Pack Level E	357739	1.00	\$81.00	\$81.00
Voyager Passport 3rd Ed Teacher Resource Kit Level D With License	358459	1.00	\$399.00	\$399.00
Voyager Passport 3rd Ed Teacher Resource Kit Level E With License	358467	1.00	\$399.00	\$399.00
REWARDS Intermediate, 2nd Ed. Teacher's Guide and Posters (with access to Online Teacher Resources)	320661	1.00	\$113.00	\$113.00
REWARDS Intermediate, 2nd Ed. Student Book (Single)	320670	1.00	\$14.00	\$14.00
REWARDS Intermediate, 2nd Ed. Student Book (Set of 10)	320725	1.00	\$115.00	\$115.00
REWARDS Plus: Social Studies, 3rd Ed. Student Book (Single)	351572	1.00	\$16.00	\$16.00
REWARDS Secondary, 3rd Ed. Teacher's Guide and Posters (with access to Online Teacher Resources)	325075	1.00	\$113.00	\$113.00
REWARDS Secondary, 3rd Ed. Student Book (Set of 10)	325112	1.00	\$115.00	\$115.00
REWARDS Writing Student Book	152581	1.00	\$18.00	\$18.00
The Six-Minute Solution, Intermediate Level	132484	1.00	\$172.00	\$172.00
The Six-Minute Solution, Primary Level	128291	1.00	\$172.00	\$172.00



Supercharged Readers (5 sets)	182326	1.00	\$156.00	\$156.00
Vocabulary Through Morphemes Teacher's Guide with CD-ROM	280954	1.00	\$49.00	\$49.00
Vocabulary Through Morphemes Student Books (set of 5)	182297	1.00	\$34.00	\$34.00

Total Price	\$2,394.50
S&H	\$239.20
Tax	\$0.00
Total Due	\$2,633.70

Comments

*Prices included herein are exclusive of all applicable taxes, including sales tax, VAT or other duties or levies imposed by any federal, state or local authority, which are the responsibility of customer. Any taxes shown are estimates for informational purposes only. Customer will provide documentation in support of tax-exempt status upon request. Pricing is valid for 60 days unless otherwise specified on this quote. Unless otherwise provided herein, Voyager Sopris will invoice the total fees set forth above upon receipt of customer's PO/acceptance. Payment is due net 30 days of invoice.

All academic school year licenses begin August 1 and end July 31 annually and all Summer subscription licenses begin May 1 and end July 31, regardless of purchase date.

- Additional Support Services purchased separately from subscription licenses/packages (e.g., webinars or additional onsite and/or virtual training hours) must be used within 12 months from the received date of the PO acceptance of the applicable quote.
- A customer-designated account administrator contact name and email address are required for all subscriptions and service orders.

Order Term

This order quote and the associated confirming purchase order or other customer confirmation of this quote serve as an agreement for this order which becomes effective upon its acceptance by both parties. Unless otherwise agreed by Voyager Sopris and customer in writing, the licenses, products, and/or services purchased pursuant to this quote will begin on or about the start date and continue in effect for the period set forth in this quote. Unless otherwise set forth in this quote or agreed to by Voyager Sopris and customer in writing: all subscription licenses under the order shall have the same start and end dates; all subscription products and services are deemed delivered upon provisioning of license availability; and all subscription licenses and associated services must be used within the subscription or service period specified herein - unused subscription licenses or services are not eligible for refund or credit. On-site training may be fulfilled with a virtual training equivalency, as needed, of up to six instructional hours per day.

Order Process

To submit an order, please fax this quote along with the applicable Purchase Order to 888-819-7767, send by email to customerservice@voyagersopris.com, or send to your sales representative's email address listed above. NOTE: Each Purchase Order must include the correct quote order number as provided on this quote, and should attach this quote.

Order Acceptance

All Voyager Sopris subscriptions, products and/or services are offered subject to Voyager Sopris' standard license and terms of use (the "License Terms"), available at: <https://www.voyagersopris.com/terms-conditions>, as supplemented by this quote. By placing an order, customer confirms its acceptance of the License Terms and this quote, which together with any previously awarded proposal and/or any other associated agreement entered into by Voyager Sopris and customer regarding the subscriptions, products and services in this quote, constitute the entire agreement between customer and Voyager Sopris regarding such subscriptions, products, and services (the "Agreement"). Customer and Voyager Sopris agree that the terms and conditions of the Agreement supersede any additional or inconsistent terms or provision in any customer drafted purchase order, or any communications, whether written or oral, between customer and Voyager Sopris relating to the subject matter hereof, which shall be of no effect. In the event of any conflict, the terms of the Agreement shall govern.

Exhibit D

January 13, 2022

To Whom It May Concern:

This letter is to inform you that, as of January 13, 2022, Voyager Sopris Learning, Inc., a wholly owned subsidiary of Cambium Learning Group, Inc., changed its name to Lexia Voyager Sopris Inc. As evidence of the name change, please see the attached Articles of Amendment documentation filed with the Colorado Secretary of State, updated W-9 for Lexia Voyager Sopris Inc., and the Cambium Learning Group organizational chart. Cambium Learning Group will be filing the related name change documentation in the states where Voyager Sopris Learning, Inc. is authorized to transact business.

Please be advised that although Voyager Sopris Learning, Inc. changed its name to Lexia Voyager Sopris Inc., the Federal Tax ID remains the same: **Federal Tax ID #84-0770709**. We have attached an updated W-9 for Lexia Voyager Sopris Inc. so that your vendor records for Voyager Sopris Learning, Inc. can be updated accordingly in your systems.

If you have any further questions, please feel free to contact our customer service team at (888) 399-1995 or customerservice@cambiumlearning.com.

Sincerely,



Sean Klein
Chief Legal Officer
Cambium Learning Group

Enclosures



**FIRST AMENDMENT TO SOFTWARE SERVICE AGREEMENT
BETWEEN VOYAGER SOPRIS LEARNING, INC.
AND POUUDRE SCHOOL DISTRICT R-1**

This First Amendment (“Amendment”) dated the 19th day of July 2021, is attached to and forms part of the Software Service Agreement between Poudre School District R-1 (the “District”) and Voyager Sopris Learning, Inc. (the “Contractor”) executed July 7, 2020 (“Agreement”), hereby attached and made part of this Amendment. To the extent that any of the terms or conditions contained in this Amendment may contradict with any of the terms or conditions of the attached Agreement, it is expressly understood and agreed that the terms of this Amendment shall take precedence and supersede the attached Agreement. The parties agree to amend the Contract by adding the following language:

1. **Purpose of Amendment.** This Amendment shall constitute the First Amendment to the Agreement between the District and the Contractor. The purpose of this Amendment is to amend the terms and deliverables between the District and Contractor.
2. **Term of Agreement.**
 - 2.1. At the conclusion of the term dated July 31, 2021, as outlined in section 1.1 of the Agreement, the District and Contractor elect to extend the term of the Agreement beginning on August 1, 2021 through July 31, 2022.
3. **Amended Responsibilities.**
 - 3.1. Exhibit C is deleted hereby in its entirety.
 - 3.2. Replace Exhibit C with Contractor’s 2021-22 quote, hereby attached to this First Amendment and made part of this agreement.
 - 3.3. The total cost for the Services on the attached Exhibit C is One Thousand, Four Hundred and Thirty-Four Dollars and Zero Cents (\$1,434.00), due and payable by the District thirty (30) days after receipt of Contractor’s invoice.
4. **Special Provisions.**
 - 4.1. ***Terms and Conditions.** With the exception of items explicitly delineated in this Amendment, all terms and conditions of the original Agreement between the District and Contractor shall remain unchanged and in full force and effect.
5. **General Provisions.**
 - 5.1. **Entire Agreement.** The original Agreement and this First Amendment constitutes the entire Agreement of the parties regarding the subject matter addressed herein and supersedes all prior Agreements, whether oral or written, pertaining to said subject matter.

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

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

VOYAGER SOPRIS LEARNING, INC.

POUDRE SCHOOL DISTRICT R-1

By:  8.04.2021

Amy Otis
Vice President, Bids and Contracts

By:  _____
R. David Montoya
Executive Director of Finance

By:  _____
Traci Gile, Ph.D.
Assistant Superintendent of
Elementary Schools

Exhibit C



Voyager Sopris Learning
 Cambium Learning Group, Inc.
 Attn: Order Entry Department
 17855 Dallas Pkwy, Suite 400
 Dallas, Texas 75287
 Phone: (800) 547-6747
 Fax: (888) 819-7767
 Email: CustomerService@voyagersopris.com

Quote Number 00100000
 Created Date 4/23/2021
 Expiration Date 5/6/2021

Quote To Tracy Sibitz
 Phone (970) 490-3564
 Email tsibitz@psdschools.org

Bill To Name Poudre School District R-1
 Bill To 2407 LaPorte Ave
 Fort Collins, CO 80521
 US
 Ship To Name Poudre School District R-1
 Ship To 2407 LaPorte Ave
 Fort Collins, CO 80521
 US

Sales Executive

Aaron Langley
 (214) 932-9528
aaron.langley@voyagerlearning.com

Description	Product Code	Quantity	Sales Price	Total Price
Acadience Math Digital License for Data Management	368251	956.00	\$1.50	\$1,434.00
	Total Price		\$1,434.00	
	S&H		\$0.00	
	Tax		\$0.00	
	Total Due		\$1,434.00	

Comments

Description
 187-Timnath Acadience Math 10
 188-Traut Core Knowledge Acadience Math 11
 106-Beattie Acadience Math 150
 115-Cache La Poudre, IB World School- Elementary Acadience Math 5
 461-PSD Global Academy Acadience Math 170
 101-Bacon Acadience Math 20
 124-Eyestone Acadience Math 100 not grade specific
 172-Red Feather Acadience Math 70
 "166-Olander School for Project-Based Learning" Acadience Math 350
 136-Kruse Acadience Math 70

*Add sales tax for your state (from subtotal) if applicable. Taxes on quote are an estimate only and are subject to change when the order is placed.

All Acadience licenses are annual licenses (Aug 1-July 31). Licenses may expire at a later date if a multi-year deal is purchased; the expiration date will be noted at the time of receiving the Purchase Order.

- Support Services purchased (days, webinar & virtual hours) will expire 12 months from the received date of the Purchase Order.



- A contact name and email address are required for all products with digital components.

**SOFTWARE SERVICES AGREEMENT
BETWEEN VOYAGER SOPRIS LEARNING, INC.
AND POUDBRE SCHOOL DISTRICT R-1**

This Software Services Agreement (“Agreement”) is entered into this 7th day of July 2020, by and between Poudre School District R-1 (“District”) and Voyager Sopris Learning, Inc. (“Contractor”). The District and the Contractor are collectively referenced herein as the “parties.” In consideration of the mutual covenants and promises contained in this Agreement, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Term of Agreement.**

1.1. This Agreement shall commence on August 1, 2020 and continue through and including July 31, 2021, 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) 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 Language! Live teacher and student licenses and its Acadiance data management online system for assessment data entry and data management available for use in the District’s schools, in accordance with the scope of work set forth in the attached Exhibits A and B (hereinafter the “Services”).

2.2. The cost for the Services as set forth on the attached Exhibit C for is Four Thousand, Six Hundred and Sixty-One Dollars and Fifty Cents (\$4,661.50), due and payable by the District thirty (30) days after receipt of Contractor’s invoice.

2.2.1. The total cost for the Voyager Sopris Services is Three Thousand, Two Hundred Dollars and Seventy-Seven Dollars and Zero Cents (\$3,277.00), due and payable by the District thirty (30) days after receipt of Contractor's invoice.

2.2.2. The total cost for the Acadience Math Services is One Thousand, Three Hundred Dollars and Eighty-Four Dollars and Fifty Cents (\$1,384.50), due and payable by the District thirty (30) days after receipt of Contractor's invoice.

2.3. Additional Services may be purchased at the prices listed in Exhibit C.

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

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

2.5. 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.

2.6. 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 2.9 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 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 Top 20 Security Controls, as amended, to secure such confidential student records and information from unauthorized access, disclosure, alteration and use. The Contractor shall ensure that all such safeguards, including the manner in which confidential student records and information is collected, accessed, used, stored, processed, disposed of and disclosed, comply with all applicable federal and state data protection and privacy laws, regulations and directives, including but not limited to Colorado's Student Data Transparency and Security Act, C.R.S. §§ 22-16-101 *et seq.* Without limiting the foregoing, and unless expressly agreed to the contrary in writing, the Contractor warrants that all electronic confidential student records and information will be encrypted in transmission 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 in writing by the District, initiate the process to 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 Agreement disclose confidential student records and information to subcontractors as identified in Exhibits A and B (“Subcontractors”) pursuant to written subcontracts specifying the purpose of the disclosure and providing that: (a) Subcontractors shall not disclose confidential student records and information, in whole or in part, to any other party; (b) Subcontractors shall not use any confidential student records or information to advertise or market to students or their parents/guardians; (c) Subcontractors shall access, view, collect, generate and use confidential student records and information only to the extent necessary to assist Contractor in performing its obligations under the Agreement; and (d) at the conclusion of their work under their subcontracts Subcontractors shall, as directed by the District through the Contractor, either securely destroy all confidential student records and information in their possession, custody or control, or return such confidential student records and information to the District.

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

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

7. **School Service Contract Provider.** Contractor is a “school service contract provider” under the Colorado Student Data Transparency and Security Act (the “Act”). 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 Exhibits A and B (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 Subcontractors 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 Subcontractors 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

Voyager Sopris Learning, Inc.
Attn: Amy Otis
17855 Dallas Parkway, Suite 400
Dallas, TX 75287
E-mail: amy.otis@cambiumlearning.com

10. **General Provisions.**

10.1. **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.

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. **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.

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

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 coverages 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 prior to the expiration of any required insurance that expires during the term of this Agreement. Certificates of Insurance and all communication regarding insurance shall be sent to:

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

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

Commercial General Liability

- a. Each Occurrence Bodily Injury & Property Damage \$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.

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.

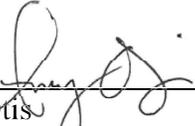
10.14. **Warranty of Authority.** The individuals signing below represent and warrant that they have the authority to execute this Agreement on behalf of their respective organizations and bind their respective organizations to the terms of this Agreement.

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.

VOYAGER SOPRIS LEARNING, INC.

POUDRE SCHOOL DISTRICT R-1

By: 

Amy Otis
Director of Bids and Contracts
Vice President, Bids and Contracts

By: _____
R. David Montoya
Executive Director of Finance

By: _____
Todd Lambert
Assistant Superintendent of
Elementary Schools

Exhibit A



LANGUAGE! Live®

LANGUAGE! Live®, authored by Louisa Moats, Ed.D., is a comprehensive literacy solution that combines teacher-directed learning with personalized interactive instruction in an online social environment. The ultimate goal of *LANGUAGE! Live* is to quickly advance students in grades 5–12 to grade-level performance in literacy. It was designed with a carefully scaffolded learning progression intended to meet the high expectations of today’s standards. Student-directed technology drives instruction and builds foundational skills, while teacher-directed learning hones in on more advanced literacy skills. We also are proposing training in this program.

LANGUAGE! Live Teacher Start-Up Package

Includes one LANGUAGE! Live Teacher License, which gives teachers access to the innovative, exciting online content for LANGUAGE! Live for BOTH Levels 1 and 2. The license also includes access to a teacher dashboard with helpful at-a-glance information, an online Program Guide, sound library, access to student lessons, electronic teacher editions, electronic student editions, additional teacher resources, and a robust data-management system.

Level 1 and Level 2 Package includes all of the material for a full implementation of the entire program. The package includes print material for Level 1 and Level 2: four Teacher Editions (2 per level), four Student Editions (2 per level), and Classroom Posters. The package also contains all digital items.

LANGUAGE! Live Teacher Start-Up Package Level 1 and Level 2 with 1 Year License	\$895
LANGUAGE! Live Digital Only 1 Year Teacher License (does not include print material)	\$109

LANGUAGE! Live Student Package

Level 1 and 2 Package includes one LANGUAGE! Live Student License which gives students access to the innovative, motivating online student content for LANGUAGE! Live Levels 1 and 2 —complete Word Training lessons that students will access on a daily basis, including expert and peer video tutorials; engaging sight-word games; online assessments; a modern social space to interact with peers; personal profile page with avatar-building tools; and a home page where students can immediately see the progress they have made and what they have left to accomplish. The LANGUAGE! Live Level 1 and Level 2 Student Package also include both Level 1 AND Level 2 student print editions that will be shipped to use throughout the implementation to deliver Text Training—the teacher-directed small- or large-group instruction in advanced literacy skills, such as close reading, writing, vocabulary and comprehension.

LANGUAGE! Live Student Package, Levels 1 & 2 - with 1 Year License	\$109
LANGUAGE! Live Digital Only 1 Year Student, Levels 1 or 2 License (does not include print material)	\$59

IMPORT TEMPLATE COLUMN NAME	COLUMN NAME	COLUMN DESCRIPTION	REQUIRED	PURPOSE
StudentIDNumber	Student ID Number	District assigned unique student identifier	Y	Required to support product functionality
StudentLastName	Student Last Name	Student's Last Name	Y	Required to support product functionality
StudentFirstName	Student First Name	Student's First Name	Y	Required to support product functionality
StudentMiddleName	Student Middle Name	Student's Middle Name	N	Optional
GradeLevel	Grade Level (Enrolled)	Grade level for which student is enrolled (chronological)	Y	Required to support product functionality
InstructionalGradeLevel	Grade Level (Instruction)	Grade level at which student receives instruction. If different than enrolled grade level.	N	Optional
BirthDate	Birth Date	Student's Date of Birth	Y	Required to support product functionality
StudentIDNumberAlt	Student ID Number Alternate	State assigned or other alternate student unique identifier	N	Optional
Gender	Gender	student's gender	N	Optional
FreeLunchStatus	Free or Reduced Lunch	Free or Reduced Lunch Status	N	Optional
ELLStatus	English Language Learner	English Language Learner Status	N	Optional
SPEDCode	Special Education	Special Education Disability Code	N	Optional
EthnicityCode	Ethnicity	Student Ethnicity	N	Optional
BilingualStatus	Bilingual Status	Is student bilingual?	N	Optional
DyslexicStatus	Dyslexic	Is student dyslexic?	N	Optional
TitleStatus	Title 1	Does student receive Title I Services	N	Optional
StudentLogin	Student Login	Student Login / Username	N	Used to access the program. Can be provide by the district or auto-generated by VSL
StudentPassword	Student Password	Student Password	N	Used to access the program. Can be provide by the district or auto-generated by VSL
SchoolName	School Name	School / Campus Name	Y	Required to support product functionality
SchoolID	School ID	District assigned unique campus identifier	Y	Required to support product functionality
TeacherLastName	Teacher Last Name	Teacher Last Name	Y	Required to support product functionality
TeacherFirstName	Teacher First Name	Teacher First Name	Y	Required to support product functionality
TeacherIDNumber	Teacher ID Number	District assigned unique staff identifier	Y	Required to support product functionality
TeacherLogin	Teacher Login	Teacher Login / Username	N	Used to access the program. Can be provide by the district or auto-generated by VSL
TeacherPassword	Teacher Password	Teacher Password	N	Used to access the program. Can be provide by the district or auto-generated by VSL
TeacherEmailAddress	Teacher Email Address	District supplied teacher email address	Y	Required to support product functionality
ClassName	Class Name	District supplied class name	N	Optional
CourseID	Course ID	District supplied course identifier	N	Optional
SectionID	Section ID	District supplied section identifier	N	Optional
PeriodNumber	Period Number	District supplied period number	N	Optional
School Fax Number				Optional
School Leader Email Address				Optional
School Leader First & Last Name				Optional
School Leader Password				Optional
School Leader Role				Optional
Teacher Favorites information				optional
Teacher Interests information				optional
Teacher Profile information				optional
District/Campus implementation details				Required to support product functionality
School Address				Required to support product functionality
School Name				Required to support product functionality
School Phone Number				Required to support product functionality
Student First & Last Name				Required to support product functionality
Student Grade Level				Required to support product functionality
Student ID number				Required to support product functionality
Student Level				Required to support product functionality
Student Password				Required to support product functionality
Student Username				Required to support product functionality
Teacher Email Address				Required to support product functionality
Teacher First & Last Name				Required to support product functionality
Teacher Password				Required to support product functionality
Student/Teacher avatar settings				Used for social tools and personalization
Assessment Answers				Used for teacher data collection
Assessment completed date				Used for teacher data collection
Assessment Scores				Used for teacher data collection
Assignments completed				Used for teacher data collection
Assignments created				Used for teacher data collection
Assignments status				Used for teacher data collection
Badges Earned				Used for teacher data collection
Campus Social Settings				Used for teacher data collection
Class Recording Goal setting				Used for teacher data collection
Class Social Settings				Used for teacher data collection
Class Wall posts				Used for teacher data collection
Class Word Training settings				Used for teacher data collection
Flagged wall posts				Used for teacher data collection
Game Answers				Used for teacher data collection
Game Time				Used for teacher data collection
Lesson Questions Correct/Incorrect				Used for teacher data collection
Lesson Scores				Used for teacher data collection
Placement test scores				Used for teacher data collection
Student Achievements				Used for teacher data collection
Student alerts				Used for teacher data collection
Student Answers on Lesson				Used for teacher data collection
Student audio recordings				Used for teacher data collection
Student Course Points				Used for teacher data collection
Student Course /Level/Unit position				Used for teacher data collection
Student Course /Level/Unit status				Used for teacher data collection
Student High Priority setting				Used for teacher data collection
Student License assigned				Used for teacher data collection
Student Likes for wall posts				Used for teacher data collection
Student Recording setting				Used for teacher data collection
Student Sight Word level				Used for teacher data collection
Student Sight Word Missions status				Used for teacher data collection
Student Sight Word setting				Used for teacher data collection
Student Social Settings				Used for teacher data collection
Student Timing setting				Used for teacher data collection
Student Wall posts				Used for teacher data collection
Student Word Training settings				Used for teacher data collection
Teacher License assigned				Used for teacher data collection
Teacher Notifications				Used for teacher data collection
Teacher Wall Assignments				Used for teacher data collection
Time on Activity				Used for teacher data collection
Time on Lesson				Used for teacher data collection

IMPORT TEMPLATE COLUMN NAME	COLUMN NAME	COLUMN DESCRIPTION	REQUIRED	PURPOSE
Time on Unit				Used for teacher data collection
Word Training course position				Used for teacher data collection
Access Time				User research to improve the experience & provide technical support
Browser Type				User research to improve the experience & provide technical support
Browser Version				User research to improve the experience & provide technical support
Device Type & OS				User research to improve the experience & provide technical support
Operating System				User research to improve the experience & provide technical support

We have careful data security protections in place that meet the requirements of Colorado's Student Data Transparency and Security Act, C.R.S. §§22-16-101 to -112 using technologies and methodologies consistent with the guidance issued in the American Recovery and Reinvestment Act of 2009, Public Law 111-5, § 13402(h)(2), 42 U.S.C. § 17932. Further, we maintain technical safeguards relating to the possession of education records in a manner consistent with 45 C.F.R. 164.312.

Exhibit B

Using Acadience® Data Management to Help Young Students Succeed

Why and How Acadience Data Management Collects and Uses Students' Personally Identifiable Information

Acadience Data Management, a product of Acadience Learning, Inc. ("Acadience Learning"), is a learning tool that helps teachers support young students to become successful at reading and math through the use of the Acadience family of assessments. Acadience Data Management is an online system that is used by schools for assessment data entry and data management. The system allows schools to enter scores from Acadience Math (and other assessments) and view reports that help teachers interpret their data and plan instruction. Reports can be used to identify students that need additional support, group students based on areas of need, and monitor the progress of students receiving additional instruction. There are also reports available at the school and district level that allow administrators to look at school and district performance on assessments to evaluate overall progress. Assessment scores are stored in the system so that student records can be accessed across school years to look at progress over time as well.

Assessments from Acadience Learning test particular reading or math skills, such as a student's ability to read accurately and fluently or to continue a counting sequence. Schools across the country use the Acadience Learning family of assessments to identify and monitor students who need extra help to master reading or math skills.

To receive reports that evaluate the reading or math skills of a particular student using Acadience Data Management, teachers and school administrators must enter certain information into the Acadience Data Management system.

Acadience Learning uses the entered information to generate progress reports about the student and to help teachers and administrators track the student's reading or math skill development over time. For example, Acadience Learning might use the information to generate a report for a teacher indicating that a student who once struggled to "sound out" unknown words has, over the course of her time in the second grade, mastered that skill.

To help you understand what information Acadience Learning collects through Acadience Data Management and how such information is used, Acadience Learning has prepared the following charts.

What information that may be considered "personally identifiable" does Acadience Learning collect through Acadience Data Management, and for what purpose does it collect that information?

Data Collected	General Purpose and Use
District name	required to support product functionality
District/agency address	may be required for billing purposes
School name	required to support product functionality
School address	may be required for billing purposes
Teacher name	for product functionality
User email address	for password reset
Student's name	to link the student with personal progress reports that help teachers and administrators track the student's reading or math skill development over time

Student's grade level	to link the student with personal progress reports that help teachers and administrators track the student's reading or math skill development over time
Student's identification number	to link the student with personal progress reports that help teachers and administrators track the student's reading or math skill development over time
Student's birthdate	Optional: to link the student with personal progress reports that help teachers and administrators track the student's reading or math skill development over time
Student's gender	Optional: for additional reporting options (e.g. to allow administrators to sort progress reports according to this demographic identifier)
Student's race	Optional: for additional reporting options (e.g. to allow administrators to sort progress reports according to this demographic identifier)
Student's ethnicity	Optional: for additional reporting options (e.g. to allow administrators to sort progress reports according to this demographic identifier)
Student's language fluency	Optional: for additional reporting options (e.g. to allow administrators to sort progress reports according to this demographic identifier)
Student's educational status	Optional: for additional reporting options (e.g. to allow administrators to sort progress reports according to this demographic identifier)
Individual student learning goals and education goals	Optional: to help teachers and administrators track the student's reading or math skill development over time
Assessment Responses	to generate reports that evaluate the reading or math skills of a particular student
Assessment Scores	to generate reports that evaluate the reading or math skills of a particular student; de-identified scores are used in connection with research, development, and related purposes to improve reports.
Browser Type	to improve user experience and provide technical support
Browser Version	to improve user experience and provide technical support
IP Address	to improve user experience and provide technical support

Operating System	to improve user experience and provide technical support
Users' Access Time	to improve user experience and provide technical support
Account contact email addresses	required for account management
Account contact phone numbers	required for account management

When delivering services through Acadience Data Management, Acadience Learning respects its role in protecting student data privacy. Accordingly, Acadience Learning does not share with others any information about students that constitutes personally identifiable information under applicable state and federal student privacy laws unless required or permitted to do so (such as when a student's school or district asks Acadience Learning to share the information with another party). This chart will help you understand the third parties with whom we might share collected information.

With what third parties does Acadience Learning share personally identifiable information collected through Acadience Data Management

Third Party	General Purpose
G Suite	Email delivery and password reset for teachers and administrators
Robly	Email list management for teachers and administrators

We are pleased to comply with Colorado state law for privacy and data protection. We 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.

Further, Acadience Data Management takes actions designed to ensure the security and confidentiality of student data that, based on the sensitivity of the data and the risk of unauthorized access, include but are not limited to:

1. Using technologies and methodologies consistent with the guidance issued in the American Recovery and Reinvestment Act of 2009, Public Law 111-5, § 13402(h)(2), 42 U.S.C. § 17932;
2. Maintaining technical safeguards relating to the possession of education records in a manner consistent with 45 C.F.R. 164.312;
3. Otherwise meeting or exceeding industry standards relating to the safeguarding of confidential information.

An Overview of Privacy and Security Policies for Acadience Data Management (as stated in our Acadience Data Management Use Agreement and existing contracts):

- Acadience Learning (AL) will protect the confidentiality of Customer Data when modifying, disclosing, storing, destroying, or otherwise using such data.
- Customer Data will be stored in one or more password-protected servers.
- AL will provide Customer with one or more service accounts and associated passwords that are distinct from the accounts for other users of the Service and that allow Customer's personnel to access Customer Data through the Service during the term of this Agreement.
- Internet transfers of Customer Data between Customer and the Service will occur only through encrypted protocols.
- All AL staff with access to Customer Data containing PII will undergo background checks and receive training in data security and confidentiality.
- AL may access, analyze, publish, and otherwise use Customer Data for or in connection with research, development, and related purposes (collectively "Research Use"), but only in compliance with the provisions of the Family Educational Rights and Privacy Act ("FERPA") and the regulations promulgated thereunder in 34 CFR Part 99. Accordingly, prior to Research Use of Customer Data, AL will remove PII, thereby creating "de-identified" Customer Data that may be used for Research Use, consistent with the provisions of 34 CFR § 99.31(b).
- Backup copies of Customer Data will be stored onsite and/or offsite in secure locations and, unless a court order, subpoena, or similar legal or administrative proceeding requires otherwise, will be destroyed upon the earliest of (i) AL receiving a request from Customer to delete such data; (ii) this Agreement terminating or expiring; or (iii) AL performing a regularly scheduled deletion of backups.
- Customer Data will be stored and maintained in data centers in the United States.
- Customer Data will not be processed on or transferred to any portable or laptop computing device or any portable storage medium, except in instances of designated backup and recovery processes.
- Customer Data will only be accessed remotely as required to provide technical support.
- AL will implement network firewall provisioning, intrusion detection and regular third-party penetration testing.

Exhibit C



LANGUAGE! Live®

Voyager Sopris Learning
 Cambium Learning Group, Inc.
 Attn: Order Entry Department
 17855 Dallas Pkwy, Suite 400
 Dallas, Texas 75287
 Phone: (800) 547-6747
 Fax: (888) 819-7767
 Email: CustomerService@voyagersopris.com

Quote Number 00083997
 Created Date 6/1/2020

Quote To Tracy Sibitz
 Email tsibitz@psdschools.org

Bill To Name Poudre School District R-1
 Bill To 2407 LaPorte Ave
 Fort Collins, CO 80521
 US
 Ship To Name Poudre School District R-1
 Ship To 2407 LaPorte Ave
 Fort Collins, CO 80521
 US

Sales Executive

Cortnie Gurren
 702-403-7218
cortnie.gurren@voyagersopris.com

Description	Product Code	Quantity	Sales Price	Total Price
Language! Live Digital Only Student License Access	333323	50.00	\$59.00	\$2,950.00
LANGUAGE! Live Level 1 and 2 Annual Teacher License (license period 8-1 through 7-31)	322982	3.00	\$109.00	\$327.00

Total Price \$3,277.00
 S&H \$0.00
 Tax \$0.00
 Total Due \$3,277.00

Comments

Language! Live licenses begin August 1 and end July 31. Licenses may expire at a later date if a multi-year deal is purchased; the expiration date will be noted at the time of receiving the Purchase Order.

- Support Services purchased (days, webinar & virtual hours) will expire 12 months from the received date of the Purchase Order.
- A contact name and email address are required for all products with digital components.
- All Summer licenses begin May 1 and end July 31.

*Add sales tax for your state (from subtotal) if applicable. Taxes on quote are an estimate only and are subject to change when the order is placed.



Voyager Sopris Learning
 Cambium Learning Group, Inc.
 Attn: Order Entry Department
 17855 Dallas Pkwy, Suite 400
 Dallas, Texas 75287
 Phone: (800) 547-6747
 Fax: (888) 819-7767
 Email: CustomerService@voyagersopris.com

Quote Number 00082596
 Created Date 5/14/2020

Quote To Tracy Sibitz
 Email tsibitz@psdschools.org

Bill To Name Poudre School District R-1
 Bill To 2407 LaPorte Ave
 Fort Collins, CO 80521
 US
 Ship To Name Poudre School District R-1
 Ship To 2407 LaPorte Ave
 Fort Collins, CO 80521
 US

Sales Executive

Cortnie Gurren
 702-403-7218
cortnie.gurren@voyagersopris.com

Description	Product Code	Quantity	Sales Price	Total Price
Acadience Math Digital License for Data Management	368251	923.00	\$1.50	\$1,384.50
	Total Price		\$1,384.50	
	S&H		\$0.00	
	Tax		\$0.00	
	Total Due		\$1,384.50	

Comments

Description 101-Bacon - 16
 106-Beattie - 150
 115-Cache La Poudre, IB World School -60
 124-Eyestone - 615
 145-Linton - 30
 461-PSD Global Academy - 52

All Acadience licenses are are annual licenses (Aug 1-July 31). Licenses may expire at a later date if a multi-year deal is purchased; the expiration date will be noted at the time of receiving the Purchase Order.

- Support Services purchased (days, webinar & virtual hours) will expire 12 months from the received date of the Purchase Order.
- A contact name and email address are required for all products with digital components.

*Add sales tax for your state (from subtotal) if applicable. Taxes on quote are an estimate only and are subject to change when the order is placed.



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
07/09/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Southwest, Inc. Dallas TX Office 5005 Lyndon B Johnson Freeway Suite 1500 Dallas TX 75244 USA	CONTACT NAME: PHONE (A/C, No, Ext): (866) 283-7122		FAX (A/C, No.): (800) 363-0105	
	E-MAIL ADDRESS:			
INSURED Voyager Sopris Learning, Inc. 17855 Dallas Pkwy Ste 400 Dallas TX 75287-6857 USA	INSURER A: Berkley National Insurance Company		NAIC # 38911	
	INSURER B: National Union Fire Ins Co of Pittsburgh		NAIC # 19445	
	INSURER C:			
	INSURER D:			
	INSURER E:			
	INSURER F:			

Holder Identifier :

COVERAGES **CERTIFICATE NUMBER:** 570083000777 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		TCP701596510	02/15/2020	02/15/2021	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION						EACH OCCURRENCE AGGREGATE
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT
B	E&O-PL-Primary			039868291 Claims Made	02/15/2020	02/15/2021	Limit \$1,000,000 SIR \$200,000

570083000777

Certificate No :

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Poudre School District R-1, its elected officials, employees, agents and volunteers are included as Additional Insureds in accordance with the policy provisions of the General Liability policy.

CERTIFICATE HOLDER**CANCELLATION**

Poudre School District Attn: Risk Management 2407 Laporte Avenue Fort Collins CO 80521 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Southwest, Inc.</i>





CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
04/19/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER Aon Risk Services Southwest, Inc. Dallas TX Office 5005 Lyndon B Johnson Freeway Suite 1500 Dallas TX 75244 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105		
	E-MAIL ADDRESS:		
INSURED Voyager Sopris Learning, Inc. 17855 Dallas Pkwy Ste 400 Dallas TX 75287-6857 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Berkley National Insurance Company		38911
	INSURER B: Lloyd's Syndicate No. 2623		AA1128623
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

Holder Identifier :

COVERAGES CERTIFICATE NUMBER: 570087050785 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			TCP701596511	04/15/2021	04/15/2022	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION						EACH OCCURRENCE AGGREGATE
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT
B	Cyber Liability			FSCE021030329 Cyber/E&O - Claims Made SIR applies per policy terms & conditions	04/15/2021	04/15/2022	Aggregate \$5,000,000

Certificate No : 570087050785

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

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CERTIFICATE HOLDER

CANCELLATION

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	AUTHORIZED REPRESENTATIVE

