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

This First Amendment ("Amendment") effective July 3, 2025, is attached to and forms part of the Software Agreement between Poudre School District R-1 (the "District") and NCS Pearson, Inc (the "Contractor") dated September 30, 2024 ("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 Agreement by adding the following language:
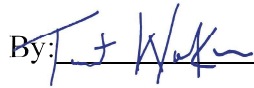
1. **Purpose of Amendment.** This Amendment shall constitute the First Amendment to the Agreement between the District and the Contractor. The purpose of this Amendment is to amend the terms and deliverables between the District and Contractor.

2. **Term of Agreement.**

   2.1. At the conclusion of the term dated June 30, 2025, as outlined in section 1.1 of the Agreement, the District and Contractor elect to extend the term of the Agreement beginning on July 1, 2025, through June 30, 2026.

3. **Amended Responsibilities.**

   3.1. Exhibit B is deleted hereby in its entirety.

   3.2. Replace Exhibit B with Contractor's pricing quotes as set forth on the attached Exhibit B, hereby attached to this First Amendment and made part of this Agreement.

   3.3. Section 12, Insurance, is deleted hereby in its entirety.

   3.4. Add Exhibit D with the District's Insurance Requirements, 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.

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: By: R David Montoya (Aug 11, 2025 14:28:47 MDT)

Trent Workman   R. David Montoya
Managing Director, School Assessment   Chief Finance Officer

                                                     By: Julie Chaplain (Aug 11, 2025 12:37:45 MDT)

                                                     Julie Chaplain
                                                     Assistant Superintendent

Exhibit B

QUOTE / PROFORMA

Customer Bill-to:

POUDRE SD REGION 1
2407 LAPORTE AVE
FORT COLLINS CO, 80521-2211

Attention:

Customer Ship-to:

KINARD CORE KNOWLEDGE JHS
3002 E TRILBY RD
FORT COLLINS CO, 80528-9620

Attention:

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

Quote/Proforma Number	:	349534
Date	:	04-JUN-2025
Customer Account#	:	3805285
Sales Order Number	:	
Customer PO#	:	
Currency	:	USD
Shipment Terms	:	Paid
Customer Tax Number	:	
Number of Pages	:	Page **1** of **2**

Prices will be honored for 60 days from price quote date.
This price quote does not guarantee stock availability and shipping amount is estimated, standard shipping charges apply.

Total Ordered Quantity (No. Of Items)	:		40
Other Charges	:	USD	$0.00
Net Amount	:	USD	$300.00
Tax Total	:	USD	$0.00
Quote/Proforma Total	:	USD	$300.00
Amount Due	:	USD	$300.00

Item Number	Item Description	Quantity	Unit Price	Discount	Tax	Line Total
AIMPLSCSUB	AIMSWEBPLUS COMPLETE NEW QTY 1 (DIGITAL)	40	7.50	NET	0.00	$300.00

*** IMPORTANT CUSTOMER MESSAGES ***

QUOTE ONLY
RENEWAL ACCT FOR SY 25-26

QUOTE/PROFORMA TOTALS	Subtotal	Total Other Charges	Total Tax	Total Due
	USD	USD	USD	USD
	$300.00	$0.00	$0.00	$300.00

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

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For questions, please visit our support site at

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QUOTE / PROFORMA

Customer Bill-to:

POUDRE SD REGION 1
2407 LAPORTE AVE
FORT COLLINS CO, 80521-2211

Attention:

Customer Ship-to:

LINCOLN MS
1600 LANCER DR
FORT COLLINS CO, 80521-1609

Attention:

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

Quote/Proforma Number	:	349567
Date	:	04-JUN-2025
Customer Account#	:	3805285
Sales Order Number	:	
Customer PO#	:	
Currency	:	USD
Shipment Terms	:	Paid
Customer Tax Number	:	
Number of Pages	:	Page **1** of **2**

Prices will be honored for 60 days from price quote date.
This price quote does not guarantee stock availability and shipping amount is estimated, standard shipping charges apply.

Total Ordered Quantity (No. Of Items)	:		125
Other Charges	:	USD	$0.00
Net Amount	:	USD	$937.50
Tax Total	:	USD	$0.00
Quote/Proforma Total	:	USD	$937.50
Amount Due	:	USD	$937.50

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 : 071000039

Item Number	Item Description	Quantity	Unit Price	Discount	Tax	Line Total
AIMPLSCSUB	AIMSWEBPLUS COMPLETE NEW QTY 1 (DIGITAL)	125	7.50	NET	0.00	$937.50

*** IMPORTANT CUSTOMER MESSAGES ***

QUOTE ONLY
RENEWAL ACCT FOR SY 25-26

QUOTE/PROFORMA TOTALS	Subtotal	Total Other Charges	Total Tax	Total Due
	USD	USD	USD	USD
	$937.50	$0.00	$0.00	$937.50

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QUOTE / PROFORMA

Customer Bill-to:

POUDRE SD REGION 1
2407 LAPORTE AVE
FORT COLLINS CO, 80521-2211

Attention:

Customer Ship-to:

POUDRE SD REGION 1
201 S IMPALA DRIVE
FORT COLLINS CO, 80521

Attention:

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

Quote/Proforma Number	:	349389
Date	:	04-JUN-2025
Customer Account#	:	3805285
Sales Order Number	:	
Customer PO#	:	
Currency	:	USD
Shipment Terms	:	Paid
Customer Tax Number	:	
Number of Pages	:	Page **1** of **2**

Prices will be honored for 60 days from price quote date.
This price quote does not guarantee stock availability and shipping amount is estimated, standard shipping charges apply.

				REMITTANCE INFORMATION	
Total Ordered Quantity (No. Of Items)	:		200	**Make Checks Payable to:**	**Bank Wire to:**
Other Charges	:	USD	$0.00	13036 COLLECTION CENTER DRIVE	Bank of America N A
Net Amount	:	USD	$1,500.00	CHICAGO	071000039
Tax Total	:	USD	$0.00	60693	**A/C No**: 8188105388
Quote/Proforma Total	:	USD	$1,500.00	NCS Pearson, Inc.	SWIFT : 071000039
Amount Due	:	USD	$1,500.00		

Item Number	Item Description	Quantity	Unit Price	Discount	Tax	Line Total
AIMPLSCSUB	AIMSWEBPLUS COMPLETE NEW QTY 1 (DIGITAL)	200	7.50	NET	0.00	$1,500.00

*** IMPORTANT CUSTOMER MESSAGES ***

RENEWAL QUOTE ONLY
AIMSWEB+ RENEWAL S.Y. 25-26

	Subtotal	Total Other Charges	Total Tax	Total Due
QUOTE/PROFORMA TOTALS	USD	USD	USD	USD
	$1,500.00	$0.00	$0.00	$1,500.00

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QUOTE / PROFORMA

Customer Bill-to:

POUDRE SD REGION 1
2407 LAPORTE AVE
FORT COLLINS CO, 80521-2211

Attention:

Customer Ship-to:

PUTNAM SCHOOL OF SCIENCE
1400 MAPLE ST
FORT COLLINS CO, 80521-1717

Attention:

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

Quote/Proforma Number	:	349543
Date	:	04-JUN-2025
Customer Account#	:	3805285
Sales Order Number	:	
Customer PO#	:	
Currency	:	USD
Shipment Terms	:	Paid
Customer Tax Number	:	
Number of Pages	:	Page **1** of **2**

Prices will be honored for 60 days from price quote date.
This price quote does not guarantee stock availability and shipping amount is estimated, standard shipping charges apply.

Total Ordered Quantity (No. Of Items)	:		43
Other Charges	:	USD	$0.00
Net Amount	:	USD	$322.50
Tax Total	:	USD	$0.00
Quote/Proforma Total	:	USD	$322.50
Amount Due	:	USD	$322.50

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 : 071000039

Item Number	Item Description	Quantity	Unit Price	Discount	Tax	Line Total
AIMPLSCSUB	AIMSWEBPLUS COMPLETE NEW QTY 1 (DIGITAL)	43	7.50	NET	0.00	$322.50

*** IMPORTANT CUSTOMER MESSAGES ***

QUOTE ONLY
RENEWAL ACCT FOR SY 25-26

	Subtotal	Total Other Charges	Total Tax	Total Due
QUOTE/PROFORMA TOTALS	USD	USD	USD	USD
	$322.50	$0.00	$0.00	$322.50

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![Pearson logo]

QUOTE / PROFORMA

Customer Bill-to:

POUDRE SD REGION 1
2407 LAPORTE AVE
FORT COLLINS CO, 80521-2211

Attention:

Customer Ship-to:

ROCKY MOUNTAIN HIGH
1300 W SWALLOW RD
FORT COLLINS CO, 80526-2412

Attention:

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

Quote/Proforma Number	:	349569
Date	:	04-JUN-2025
Customer Account#	:	3805285
Sales Order Number	:	
Customer PO#	:	
Currency	:	USD
Shipment Terms	:	Paid
Customer Tax Number	:	
Number of Pages	:	Page **1** of **2**

Prices will be honored for 60 days from price quote date.
This price quote does not guarantee stock availability and shipping amount is estimated, standard shipping charges apply.

Total Ordered Quantity (No. Of Items)	:		200
Other Charges	:	USD	$0.00
Net Amount	:	USD	$1,500.00
Tax Total	:	USD	$0.00
Quote/Proforma Total	:	USD	$1,500.00
Amount Due	:	USD	$1,500.00

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 : 071000039

Item Number	Item Description	Quantity	Unit Price	Discount	Tax	Line Total
AIMPLSCSUB	AIMSWEBPLUS COMPLETE NEW QTY 1 (DIGITAL)	200	7.50	NET	0.00	$1,500.00

*** IMPORTANT CUSTOMER MESSAGES ***

QUOTE ONLY
RENEWAL ACCT FOR SY 25-26

QUOTE/PROFORMA TOTALS	Subtotal	Total Other Charges	Total Tax	Total Due
	USD	USD	USD	USD
	$1,500.00	$0.00	$0.00	$1,500.00

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QUOTE / PROFORMA

Customer Bill-to:	**Customer Ship-to:**	NCS Pearson, Inc.
POUDRE SD REGION 1	TIMNATH MIDDLE SCHOOL	P.O Box 599700,
2407 LAPORTE AVE	4700 E PROSPECT RD	San Antonio, TX 78259
FORT COLLINS CO, 80521-2211	FORT COLLINS CO, 80525-9740	**Tel**: 800-627-7271
		Tax ID No:
Attention:	**Attention:**	41-0850527

Quote/Proforma Number	:	349545
Date	:	04-JUN-2025
Customer Account#	:	3805285
Sales Order Number	:	
Customer PO#	:	
Currency	:	USD
Shipment Terms	:	Paid
Customer Tax Number	:	
Number of Pages	:	Page **1** of **2**

Prices will be honored for 60 days from price quote date.
This price quote does not guarantee stock availability and shipping amount is estimated, standard shipping charges apply.

Total Ordered Quantity (No. Of Items)	:		108
Other Charges	:	USD	$0.00
Net Amount	:	USD	$810.00
Tax Total	:	USD	$0.00
Quote/Proforma Total	:	USD	$810.00
Amount Due	:	USD	$810.00

REMITTANCE INFORMATION

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

Item Number	Item Description	Quantity	Unit Price	Discount	Tax	Line Total
AIMPLSCSUB	AIMSWEBPLUS COMPLETE NEW QTY 1 (DIGITAL)	108	7.50	NET	0.00	$810.00

*** IMPORTANT CUSTOMER MESSAGES ***

QUOTE ONLY
RENEWAL ACCT FOR SY 25-26

QUOTE/PROFORMA TOTALS	Subtotal	Total Other Charges	Total Tax	Total Due
	USD	USD	USD	USD
	$810.00	$0.00	$0.00	$810.00

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https://www.pearsonassessments.com/contact-us.html

QUOTE / PROFORMA

Customer Bill-to:

POUDRE SD REGION 1
2407 LAPORTE AVE
FORT COLLINS CO, 80521-2211

Attention:

Customer Ship-to:

WELLINGTON JHS
2856 CLEVELAND AVE
WELLINGTON CO, 80549

Attention:

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

Quote/Proforma Number	:	349577
Date	:	04-JUN-2025
Customer Account#	:	3805285
Sales Order Number	:	
Customer PO#	:	
Currency	:	USD
Shipment Terms	:	Paid
Customer Tax Number	:	
Number of Pages	:	Page **1** of **2**

Prices will be honored for 60 days from price quote date.
This price quote does not guarantee stock availability and shipping amount is estimated, standard shipping charges apply.

Total Ordered Quantity (No. Of Items)	:		180
Other Charges	:	USD	$0.00
Net Amount	:	USD	$1,350.00
Tax Total	:	USD	$0.00
Quote/Proforma Total	:	USD	$1,350.00
Amount Due	:	USD	$1,350.00

Item Number	Item Description	Quantity	Unit Price	Discount	Tax	Line Total
AIMPLSCSUB	AIMSWEBPLUS COMPLETE NEW QTY 1 (DIGITAL)	180	7.50	NET	0.00	$1,350.00

*** IMPORTANT CUSTOMER MESSAGES ***

QUOTE ONLY
RENEWAL ACCT FOR SY 25-26

QUOTE/PROFORMA TOTALS	Subtotal	Total Other Charges	Total Tax	Total Due
	USD	USD	USD	USD
	$1,350.00	$0.00	$0.00	$1,350.00

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

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For questions, please visit our support site at

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11 options	**28** options	**39** options
from **$1.30**	from **$75.00**	from **$1.30**

Exhibit D

Insurance Requirements

Insurance. Provider, at its expense, shall purchase and maintain in effect at all times throughout the duration of the Agreement, all insurance requirements and limits as set forth below. Policies providing such limits of coverage via a primary policy plus an umbrella or following form excess policy will be satisfactory. All insurance shall be written by a carrier legally authorized to write such insurance in the state of Colorado provided the carrier has a current A.M. Best rating of A-VII or higher. All policies shall be primary and non-contributory with any insurance maintained by additional insureds (except for Tech E&O/Cyber). 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 shall not reduce the indemnification liability that Provider has assumed in section 11.

Provider shall furnish the District with certificates of the required insurance prior to the District's approval and signing of this Agreement. Such certificates shall state whether the coverage is written on a "claims made" or "per occurrence" basis. For any policies written on a "claims made" basis, the necessary retroactive dates shall be procured to maintain such continuous coverage. Receipt, review, or acceptance by the District of any certificates of insurance required by this Agreement shall not be construed as a waiver or relieve the Provider from its obligation to meet the insurance requirements contained herein. Memorandums of Insurance will not be accepted. Certificates of insurance must be sent to: COI@psdschools.org.

Commercial General Liability

Minimum Limits

- Each Occurrence Bodily Injury & Property Damage $1,000,000
- General Aggregate $2,000,000
- Coverage must be written on an "occurrence" basis.
- Poudre School District R-1 and its elected officials, employees, agents, and volunteers shall be or covered as an additional insured by way of a blanket endorsement.

Technology Errors & Omissions and Network Security & Privacy
Minimum Limits

- Per Loss $1,000,000
- Aggregate $3,000,000
- 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.

If the services include collecting, receiving and/or storing Personal Identifiable Information (PII), the insurance must also provide coverage for:

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

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

- Network Security Liability arising from the unauthorized access to, use of or tampering with computer systems including hacker attacks, inability of an authorized third party to gain access to Provider's services including denial of service, unless caused by a mechanical or electrical failure.
- 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.

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

This Software Services Agreement ("Agreement") is entered into this September 30, 2024, by and between Poudre School District R-1 (the "District") and NCS Pearson, Inc. a Minnesota corporation, with its corporate offices located at 5601 Green Valley Drive, Bloomington, MN 55437 and its affiliates (the "Contractor" or "Pearson"). The District and the Contractor are collectively referenced herein as the "parties." In consideration of the mutual covenants and promises contained in this Agreement, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Term of Agreement.**

    1.1. This Agreement shall commence on July 1, 2024 and continue through and including June 30, 2025, unless earlier terminated as provided herein. The Agreement may be extended for up to four (4) additional one-year terms upon mutual consent between the parties.

    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. Notwithstanding the provisions of sections 2.1 and 2.2 above, either party may terminate this Agreement at any time in that party's sole discretion for any reason, with or without cause, by providing the other party with thirty (30) days' advance written notice. In the event of such termination: (a) the District shall pay Contractor for all Services performed under and in accordance with this Agreement up to the date of termination; and (b) Contractor shall reimburse the District for all payments made in excess of Services performed up to the date of termination.

2. **Deliverables and Purchase Price.**

    2.1. The Contractor shall make its i-Ready web-based diagnostic assessment, progress monitoring and instructional software system available for use in the District, in accordance with the scope of work set forth in the attached Exhibit A (hereinafter the "Services").

    2.2. The total cost for all Services under this contract are as set forth on the attached Exhibit B, due and payable thirty (30) days from receipt of Contractor's invoice.

        2.2.1. The cost for all Services under this contract shall not exceed the pricing set forth on the attached Exhibit B hereby and made part of this Agreement.

2.3.   Additional District schools may participate in Services under all terms and conditions specified within this Agreement, not to exceed the term within section 1.1. This Agreement in no way binds the District or District Schools to exclusive use of Contractor's Services. Discretion to utilize Services is under the direction of each District School Principal or Principal designee. District Principals or Principal designee will adhere to applicable laws, regulations, and District policies.

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

    2.4.1.   The Contractor shall provide the contact in section 9 a quote for Services conforming to the pricing, which shall be payable by the District thirty (30) days after receipt of Contractor's invoice.

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

    2.4.3.   Services provided by Contractor without conforming to section 2.4 of the Agreement shall be considered unauthorized and payment shall not be issued by the District.

    2.4.4.   Contractor shall assure compliance with the District Policy DJG/DJGA, attached as Exhibit C and hereby made part of this Agreement, direct communication with schools or sales must be approved by contact in section 9 of this agreement.

2.5.   Invoicing. Contractor will provide invoices for the Services at the rate specified in B Invoices shall be submitted to the Accounts Payable Department within thirty (30) days of receipt of Purchase Order. Invoices for Services shall include name of provider, dates of Services conforming to section 1.1, location for Services and a description of the Services provided.

    2.5.1.   Invoices received from the Contractor pursuant to this Agreement will be reviewed and approved by the District's representative, indicating that services have been rendered in conformity with the Agreement and then will be sent to the Finance Department for payment. Payment for Services not approved by the District in writing, shall not be considered valid and the District will not be responsible for covering associated costs. Invoices will generally be paid within thirty (30) days following the District representative's approval.

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

    2.5.3.   All invoices must be submitted within 30 days of fiscal year end June 30 and may not include items received by the District outside of the fiscal year July 1 – June 30.

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

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

2.5.6. If the contract results in the right to use an asset, the Contractor shall provide the District, if requested, documentation necessary to facilitate the District's compliance with the Governmental Accounting Standards Board ("GASB") issued GASB Statement No. 87, Leases.

2.6. The District shall access and use the Services solely for non-commercial instructional and administrative purposes within the District. Further, the District shall not, except as expressly authorized or directed by the Contractor: (a) copy, modify, translate, distribute, disclose or create derivative works based on the contents of, or sell, the Services, or any part thereof; (b) decompile, disassemble or otherwise reverse engineer Services or otherwise use the Services to develop functionally similar products or services; (c) modify, alter or delete any of the copyright, trademark, or other proprietary notices in or on the Services; (d) rent, lease or lend the Services or use the Services for the benefit of any third party; (e) avoid, circumvent or disable any security or digital rights management device, procedure, protocol or mechanism in the Services; or (f) permit any authorized user or third party to do any of the foregoing. The District also agrees that any works created in violation of this section are derivative works, and, as such, the District agrees to assign, and hereby assigns, all right, title and interest therein to the Contractor.

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

2.8. The District understands and agrees that its students' access to and use of the Services under this Agreement may require that it disclose confidential student records and information, as that term is defined below, to the Contractor. The Contractor understands and agrees that if it fails to comply with any of the requirements under sections 4, 5, 6 or 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, Information.** All confidential student records and information shall remain the exclusive property of the District and all rights, title and interest in the confidential student records and information, including but not limited to intellectual property rights in the confidential student records and information, belong to and are retained solely by the District. The District hereby grants to the Contractor a limited, nonexclusive license to access, view, collect, generate and use confidential student records and information solely for the purpose of performing its obligations under this Agreement.

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

 5.1. The Contractor shall store and process confidential student records and information in accordance with commercial best practices, including implementing appropriate administrative, physical and technical safeguards that are no less rigorous than those outlined in

CIS Critical Security Controls, as amended, to secure such confidential student records and information from unauthorized access, disclosure, alteration and use. The Contractor shall ensure that all such safeguards, including the manner in which confidential student records and information is collected, accessed, used, stored, processed, disposed of and disclosed, comply with all applicable federal and state data protection and privacy laws, regulations and directives, including but not limited to Colorado's Student Data Transparency and Security Act, C.R.S. §§ 22-16-101 to -112. Without limiting the foregoing, and unless expressly agreed to the contrary in writing, the Contractor warrants that all electronic confidential student records and information will be encrypted in transmission and at rest in accordance with NIST Special Publication 800-57, as amended.

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

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

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

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

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

Subcontractors re-identify or attempt to re-identify any de-identified confidential student records and information.

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

7. **School Service Contract Provider.** If Contractor is a "school service contract provider" under the Colorado Student Data Transparency and Security Act (the "Act"), the Contract is amended to add the language in this section 7. Under the Act, a "school service contract provider" is defined as an entity (other than the Colorado Department of Education, a K-12 public education entity or an institution of higher education) that enters into a formal, negotiated contract with the District to provide a "school service." Under the Act, a "school service" is defined as an Internet website, online service, online application or mobile application that: (a) is designed and marketed primarily for use in a preschool, elementary school or secondary school; (b) is used at the direction of District teachers or other District employees; and (c) collects, maintains or uses confidential student records and information.

7.1. As a school service contract provider under the Act, the Contractor has provided the following information the attached Exhibit A: (a) the data elements of confidential student records and information that Contractor collects under the Contract, regardless of whether the data elements are initially collected or ultimately held individually or in the aggregate using protocols that are effective for preserving the anonymity of each student included in the data; (b) the learning purpose for which Contractor collects the confidential student records and information; and (c) how the Contractor uses and shares the confidential student records and information. Contractor shall update this information as necessary to maintain accuracy.

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

8. **Remedies.** If Contractor fails to comply with any of the foregoing requirements in sections 4, 5, 6 or 7 at any time during or after the term of the Agreement the District may, as applicable, terminate the Agreement and/or disqualify Contractor from future contracts and subcontracts with the District.

9. **Access to District Server.** If access to any District server is necessary for the functionality of the Contractor's services. Upon written approval by the Executive Director of Information Technology or designee, the District grants the Contractor limited access to the District server for the sole purpose of providing Services

9.1. The Contractor agrees to protect the confidentiality, integrity and availability of all electronic District or student information at all times.

9.2. The Contractor agrees to take proper steps to ensure the security of the device in which they connect to the District's systems remotely. The Contractor agrees not to copy information accessed remotely to local devices and or portable devices. Printing information is not permitted unless specific authorization has been granted.

9.3. The Contractor shall not share passwords, codes, credentials or user accounts with others.

9.4. The Contractor shall have a valid and up-to-date antivirus agent installed to ensure protection against malware and viruses upon connection to the District network.

10. The Contractor acknowledges that if the District determines in its discretion that remote access has been compromised by unauthorized parties, or that remote access has been misused, the Contractor's access will be disabled or terminated immediately.

11. **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	NCS Pearson, Inc.
Attn: Contracts Administrator	Attn: Sarah Kruse
2407 LaPorte Avenue	PO Box 599700
Fort Collins, CO 80521	San Antonio, TX 78259
E-mail: contracts@psdschools.org	Email: sarah.kruse@pearson.com

12. **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 if required by law. The District's receipt of a Certificate of Insurance from the Contractor with limits and or coverages that do not meet the requirements does not waive the requirements and the Contractor shall still be responsible for the limits and coverages stated in this Agreement. Specified coverages and amounts may be provided by a combination of a primary policy plus an umbrella or following form excess policy. All insurance shall be with a carrier licensed in the state of Colorado and shall have a minimum A.M. Best rating of A- VII. Contractor shall furnish the District's Director of Records and Risk Management with certificates of the required insurance prior to the District's approval and signing of this Agreement, and with renewal certificates prior to the expiration of any required insurance that expires during the term of this Agreement. Memorandums of Insurance will not be accepted. Certificates of Insurance and all communication regarding insurance shall be addressed to:
Poudre School District
Attention: Risk Management
2407 Laporte Ave
Ft. Collins, CO 80521

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 12 shall not reduce the indemnification liability that Contractor has assumed in section 13.

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 and shall be insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Agreement.

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

Minimum Limits

a.	Per Loss	$1,000,000
b.	Aggregate	$3,000,000

c. Liability extends for a period of three (3) years beginning at the time work under this Agreement is completed. Contractor shall maintain continuous coverage, as required by the Agreement, for this period.

The insurance shall provide coverage for:

a. Liability arising from theft, dissemination and/or use of confidential information (defined term including but not limited to bank account, credit card account, personal information such as name, address, social security numbers, etc. information) stored or transmitted in electronic form.
b. Network Security Liability arising from the unauthorized access to, use of or tampering with computer systems including hacker attacks, inability of an authorized third party to gain access to Contractor's services including denial of service, unless caused by a mechanical or electrical failure.
c. Liability arising from the introduction of a computer virus into, or otherwise causing damage to, a District or third person's computer, computer system, network, or similar computer related property and the data, software, and programs thereon.

13. **Indemnification.** The Contractor shall indemnify and hold harmless the District and the District's Board members, employees, representatives and agents from and against any and all liability arising from any suit, action, third party claims, grievance, or proceeding, including all attorneys' reasonable fees, costs and expenses, incurred as a result of any negligent or intentional act or omission by Contractor, or its employees, agents, Subcontractors, or assignees related to the terms of this Agreement and any Services provided under this Agreement. However, District will be responsible for its own negligent acts or omissions or those of its employees, officers or agents arising out of this agreement. In no event shall Pearson be liable to the District to the extent that the alleged infringement is based on: (i) a modification of the Product or Work Product by anyone other than Pearson; or (ii) District's use of the Product or Work Product in a manner contrary to the instructions given to the District or any of the terms of this Contract.

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

15. **General Provisions.**

    15.1. **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. However, Pearson reserves the right to assign or transfer any interest under the Contract to an affiliate or successor entity, without District's prior permission.

    15.2. **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.

    15.3. **Press Contacts/News Releases.** The Contractor shall not initiate any press, media, or social media contact nor respond to press, media or social media requests regarding this Agreement and/or any related matters concerning the District without the prior written approval of the District's Executive Director of Communications or designee.

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

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

    15.6. **Survival of Certain Contract Terms.** Notwithstanding anything herein to the contrary, the parties understand and agree that all terms and conditions of this Contract and the exhibits and/or attachments hereto which may require continued performance, compliance, or

effect beyond the termination date of the Contract shall survive such termination date and shall be enforceable by the District as provided herein in the event of such failure to perform or to comply by the Contractor.

15.7. **Governing Law and Venue.** All issues regarding the formation, performance and/or legal enforcement of the Contract shall be governed by and construed in accordance with the laws of the State of Colorado.

15.8. **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.

15.9. **Binding Arbitration Prohibited.** The District does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary is null and void.

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

15.11. **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.

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

15.13. **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.
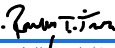
15.14. **Signatures.** This Agreement may be executed and delivered via portable document format (pdf), and the pdf signature of any party shall be considered valid, binding, effective and an original for all purposes. This Agreement may be signed in counterparts, and each counterpart shall be deemed an original, and all the counterparts taken as a whole shall constitute one and the same instrument.

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

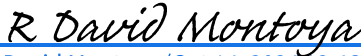IN WITNESS WHEREOF, the District and the Contractor have signed this Agreement as of the date first set forth above.

NCS PEARSON, INC.   POUDRE SCHOOL DISTRICT R-1

By: _Randall Trask (Oct 4, 2024 09:34 MDT)_   By: _R David Montoya (Oct 14, 2024 12:46 MDT)_

Randall T. Trask   R. David Montoya
SVP for Clinical Assessment   Chief Finance Officer

                                                   By: _Julie Chaplain (Oct 14, 2024 12:03 MDT)_

                                                   Julie Chaplain
                                                   Assistant Superintendent

Exhibit A

Exhibit A – Terms and conditions of sale and use of Pearson products

1. Acceptance Of Ts & Cs[a]

Sales of Pearson Products[b] and Other Publisher's Products[c] (together referred to as "Products") by Pearson's Clinical Assessment group[d] and the purchase and use of Products by Customer[e] are conditioned upon acceptance of these Ts & Cs. Customer agrees to these Ts & Cs by submission of a User Acceptance Form, order(s) for tests or scoring services, or by paying part or all of a Pearson Invoice. These Ts & Cs constitute the entire agreement between Pearson and Customer and supersede any purchase order terms associated with a Purchase Order (PO) number on any order. If any provision of the Ts & Cs is found to be illegal or unenforceable, the remaining provisions will be enforced. These Ts & Cs may not be waived or modified except by prior written agreement signed by a Pearson Vice President. Minnesota law will govern these Ts & Cs. Issues involving copyright and patent will be resolved under US Federal Law. **Provisions Not Applicable In New Jersey: Pursuant to the New Jersey Truth in Consumer Contract Warranty and Notice Act (TCCWNA), Sections 2, 5, 6, and 9 of these Terms of use do not apply to those persons covered by that law.**

2. Warranty

Pearson warrants that the Pearson Products published directly or under license by Pearson in their standard form will not infringe any valid, third-party, U. S. patents or copyrights existing at the time of publication. This warranty does not extend to any Other Publisher's Product or to any infringement arising from the use of the Pearson Products in combination with any systems, software, or equipment supplied by a third party. If Customer promptly notifies Pearson of an infringement claim concerning a Pearson Product and accords Pearson the right, at its sole option and expense, to handle the defense of the infringement claim, Pearson will indemnify and hold Customer harmless from/against such infringement claim related solely to that Pearson Product. Pearson may, in its sole discretion, furnish Customer with a non-infringing replacement product within sixty (60) days or repurchase the remaining unconsumed Pearson Product. Except as stated herein, pearson makes no other warranties, express or implied, with respect to the products. All other warranties, including implied warranties of merchantability and fitness for a particular
purpose, are disclaimed.

3. Geographical embargoes and restrictions

Please note that Pearson may restrict the sale of certain test materials within specific geographic regions because of various contractual arrangements or governmental restrictions. If the Product(s) have been rightfully obtained within the United States, Customer warrants and represents that neither the products nor any technical data received by the Customer from Pearson will be exported outside of the United States, except as authorized by the laws and regulations of the United States.

4. Risk of loss and returns

Shipping within the USA is FOB Destination with freight from Pearson's warehouse charged to Customer. Returns are to be made in accordance with the **Returns Policy**.

5. Limitation of liability and limitation on claims

In no event will Pearson be liable for any indirect, incidental, consequential, exemplary, or special damages arising out of these Ts & Cs, purchase, or use of Pearson products or services. Notwithstanding any other provision or agreement between customer and Pearson, Pearson's total liability to any party, arising out of these Ts & Cs, purchase, or use of products, except as it relates to Pearson's willful misconduct, will not exceed the amount paid by customer for the products or services.

6. Copyright and trade secrets

Pearson Products are protected by various intellectual property laws, including trade secrets, copyright, and trademark. Unless otherwise described herein or in the **Pearson Legal Policies**, printing or reproducing copyright-protected materials or content, whether the reproductions are sold or furnished free for use, including reproduction of test items, scales, scoring algorithms, scored directions, or other content, is strictly prohibited by law and by these Ts & Cs. Pearson software outputs, including but not limited to reports, are protected as trade secrets. Trade secrets are exempt from disclosure in response to requests made pursuant to HIPAA or to any other data disclosure law that exempts disclosure of information or documents protected as trade secrets.

Customer acknowledges and agrees that the use or disclosure of Pearson trade secrets or confidential information may cause Pearson irreparable harm for which remedies other than injunctive relief may be inadequate. If Customer is required to

disclose secure test materials pursuant to a subpoena or court order, please refer to Pearson's Legal Policies at https://www.pearsonassessments.com/footer/legal-policies.html.

7. Test security

Customer agrees to comply with the following basic principles of minimum test security:

- Test takers must not be coached using the test or receive test answers before beginning the test
- Test materials (text, graphic images, or the oral reading of items) may not be displayed, reproduced, or performed (for example, filming an administration) in any manner, electronically or otherwise, including posting on any mass media or social media site, without the prior written permission of Pearson
- Access to test materials must be limited to qualified persons with a responsible, professional interest who agree to safeguard their use
- Test materials and scores may be released only to persons qualified to interpret and use them properly
- If a test taker or the parent of a minor child who has taken a test wishes to examine test responses or results, the parent or test taker may be permitted to review the test and the test answers in the presence of a representative of the school, college, or institution that administered the test
- Test materials must not be resold, re-licensed, transferred, or otherwise redistributed for any purpose without prior written permission from Pearson

8. Indemnification

To the extent permitted by law, Customer agrees to hold harmless, indemnify, and defend Pearson from and against any and all claims, charges, demands, damages, liabilities, losses, expenses, and liabilities of whatever nature and howsoever arising (including but not limited to any legal or other professional fees and the costs of defending or prosecuting any claim and any loss of profit, goodwill, and any other direct or consequential loss) incurred or suffered by Pearson directly or indirectly by reason of any act or omission that the Customer commits in breach of these Ts & Cs and the obligations and warranties contained therein.

9. Requests for permission to license Pearson intellectual property

Requests to reproduce, translate, modify, or adapt any Pearson Product must be submitted in writing and directed to: Intellectual Property Licensing by e-mail at pas.licensing@pearson.com.

10. Payment

Pearson will invoice institutional Customers if orders are greater than $1000.00 and are received on official purchase orders with tax exempt certificate on file at Pearson (if applicable). All purchase orders regardless of the dollar amount will be accepted by education institutions or US federal government accounts. All invoices are payable net 30 days. Payment must accompany other orders. Pearson accepts payment by check or money order; Credit cards (Visa, MasterCard, American Express, or Discover) are accepted for online or phone orders only. Credit cards are not accepted with email, fax, or mail orders in order to protect customer privacy. Prepayment is required for all new accounts. Charges not paid when due are subject to a late charge accruing from the due date of 1-1/2% per month or the maximum permitted by law, whichever is less. Customer is responsible for any reasonable attorney or collection fees incurred by Pearson in collecting charges not paid when due. Payment must be made in US dollars. Customer is responsible for all taxes and tariffs related to intercountry shipments. Pearson will collect and report state and local taxes applicable to the Customer's shipping address.

11. Orders on hold

Please note that Pearson may place your order on hold for issues relating to credit, insufficient customer information for processing the order, lack of or incomplete qualifications or other issues that would restrict the sale of an assessment. Our team is dedicated to clearing these issues as fast as possible so that you can receive your order.

12. Modifications of terms and conditions

Pearson reserves the right to amend pricing and these Ts & Cs at any time without prior written notice. Pearson, without any penalty or liability, reserves the right to (a) publish or replace current products with new, revised, or updated products at any time; and (b) place any product "out of print" or discontinue offering the product for purchase. The most current Ts & Cs will be posted at Pearson's Website.[f]

13. Qualifications

Customer agrees that it is Customer's responsibility to use any Products in accordance with Pearson's Qualification Policies and applicable professional guidelines. Customer understands and agrees that the Products are intended to be used as tools in the overall assessment process, are not to be used for self-guidance, and are not designed to be used alone or to replace Customer's professional judgment. Pearson is not responsible for any claims or damages incurred in connection with Customer's or any third party's use or misuse of the Products. Customer agrees to guard against the improper use of the Products in order to retain the right to purchase those Products.

To protect their security and value, Products may not be resold, re-licensed, transferred or otherwise further distributed without prior written permission from Pearson. Reselling on any online site or by any other method is strictly prohibited and will disqualify Customer from future purchases of Pearson Products or services. Customer's purchase of Pearson Products does not grant Customer a right to reproduce additional copies of materials or content or enter any content into a computer medium, such as non-Pearson scoring system or software. However, if Customer licenses and uses Pearson software, Customer may excerpt portions of output reports, limited to the minimum text necessary to accurately describe the qualified User's significant core conclusions, for incorporation into a written evaluation of the individual, in accordance with Customer's profession's citation standards, if any. No adaptations, translations, modifications, or special versions may be made without prior permission in writing from Pearson (see Section 10). Violation of these Ts & Cs may result in the revocation of a Customer's right to purchase as a qualified Customer.

14. Organizational accounts

Pearson's website and business systems include both individual and organizational level accounts. Users may purchase on behalf of themselves as an individual or be connected to one or several organizations. Being linked to an organization account and making purchases on the organization's behalf requires that a user either work for or at the behest of that organization and has prior authorization from the organization. If a user finds that they were added to an incorrect account they must contact customer support to request being removed from that account.

By being part of an organizational account, qualified users agree to allow others within that organization to purchase on their behalf. Purchases made within an

organizational account may be viewed by organizational administrators. Administrators may also view any users (including their name, email address, and qualification level) that are connected to their organization's account.

If a user does not agree to these terms they must request to be removed from an organizational account by contacting Customer Support.

15. Definitions and notes

[a] "Ts & Cs" means Pearson Terms and Conditions of Sale and Use and the Qualifications and return policies referenced in these Ts & Cs. A printed copy of the Ts & Cs, including the referenced policies, is available by calling 800-627-7271. These terms may be viewed in 12 point type at our Website.

[b] "Pearson Product(s)" means assessment instruments (including those formerly published by AGS Publishing and Harcourt Assessment, Inc.) and/or materials (including but not limited to software, administration and user reference materials, manipulatives, reports and services) published by Pearson.

[c] "Other Publisher's Products" means assessment instrument(s) and/or material(s) (including but not limited to software, administration and user reference materials, manipulatives, reports, and services not published by Pearson.

[d] "Pearson" means the Clinical Assessment business unit of NCS Pearson, Inc.

[e] "Customer" means the purchaser and qualified User of a Product.

[f] "Website" means PearsonAssessments.com, PearsonClinical.com, and/or Pearsonassess.com

[g] "applicable professional guidelines" include but are not limited to the Standards for Educational and Psychological Testing, published by the American Educational Research Association (AERA), American Psychological Association (APA), and the National Council on Measurement in Education (NCME), Pearson software license (if applicable) and all federal, state, and local laws and regulations, including, but not limited to HIPAA and FERPA. Use of psychological tests in employment-related situations may be subject to certain laws including Title VII of the Civil Rights Act of 1964, as amended; the Americans with Disabilities Act of 1990, as amended; and other federal, state, and local laws and regulations.

16. Product License Agreements and Terms

In addition to the Ts and Cs herein, the following Product specific license Terms and Conditions are incorporated into this agreement and apply only to the purchase and use of those specific Products:

- Q-Interactive
- Q-Global

- Digital Assessment Library
- aimswebPlus
- Clinical Training Services

**Terms and conditions also includes these additional Legal Policies, Terms of Use, Cookies, Privacy Statement, Patent Notice, and Accessibility policies.

Poudre SD Student Data Information Request for Software Services

1. Detailed, formal description of product and scope of work to be completed:

>aimswebPlus is a formative assessment, data management and reporting system designed to support multi-tiered instructional models. aimswebPlus provides universal screening and monitors progress in math and reading of K-12 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. What student data is collected:

Access and Information Correction

Access to the aimswebPlus Site is restricted by password to educators only authorized by the school, district, or State Department of Education ("Educational Institution") sponsoring the product. Educational Institutions are responsible for authorizing educator access to this Site and maintaining all access information. No parent or student access is authorized through this Site.

Only an authorized educator may enter data on a student's record through this Site. An authorized educator may review the student record on this Site, make student record changes, review available assessment reports and otherwise review data for that student. An educator may contact Pearson at info@aimsweb.com if the educator believes there may be an issue with a student record, a report or encounters any issues in accessing or correcting information through this Site.

Data Collection and Use

Educator: To create a record for a student the following information must be collected from educators through this Site: student's name, grade, birth date, gender, student identification number, district, school, service code, ethnicity and free and reduced lunch status. The following additional information may be collected: Entry Grade, IEP, ESL, Section 504, After School, Correctional, Summer School, IDEA, Gifted/Talented, Intervention Level, Mobility, Behavior Disorder, Federal Disability Categories. Upon initial login by an educator the following personal information may be collected: name, school district, address, phone number, and email. If Pearson receives inquiries or emails about or through this Site from educators, Pearson may keep a record of the email, correspondence and comments, including the individual's name, school district or organization name and email address in order to reply to the communication, perform Site support and issue resolution and maintain business records concerning this Site. THE ENTRY OF ALL STUDENT PERSONAL DATA IS THE SCHOOL'S RESPONSIBILITY AND PEARSON ASSUMES NO RESPONSIBILITY TO ENTER, COLLECT, OR REVIEW ANY SUCH DATA.

Student Data: Students cannot access aimswebPlus. Any required student testing is conducted in a separate test platform, TestNav. Once a student completes testing in TestNav the student testing data is transferred to aimswebPlus. The student data collected in AimswebPlus will be used by educators to assess student progress and provide necessary intervention and remediation appropriate for the specific student. Student testing data can be reported to Parents as a pdf file extract from aimswebPlus.

Parents and Students: Pearson cannot collect personal information directly from parents or students through this website. Parents and students will not have login or access to AimswebPlus. Parents and students may receive PDF report extracts from an educator. Parents and students should direct all inquiries related to this Site to their School or School District.

Transmission and Retention of Information

Customers have the ability to export their data at anytime. However, Pearson will produce regular backups of any student data of customer and will escrow these backups. Assuming all fees owed by customer are current and have been paid, customer may request that any of the student data of customer be copied to physical data storage media and provided to customer. Charges will apply for this service. This service (receiving data) will be available to customer only during the term of this Agreement and for a maximum period of three (3) months following the termination or expiration of this Agreement. After the three (3) month period expires, all such data may be destroyed and not available to customer.

PRODUCT DATA LIST

aimswebPlus 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 choses to include it in their reporting.

3. What is the purpose of collecting student data?

To create a record for a student the following information must be collected from educators through this Site: student's name, grade, birth date, gender, student identification number, district, school, service code, ethnicity and free and reduced lunch status. The following additional information may be collected: Entry Grade, IEP, ESL, Section 504, After School, Correctional, Summer School, IDEA, Gifted/Talented, Intervention Level, Mobility, Behavior Disorder, Federal Disability Categories. Upon initial login by an educator the following personal information may be collected: name, school district, address, phone number, and email.

4. What third parties does the company partner with who may receive student data in any format?

aimswebPlus uses Amazon Web Services (AWS) for Cloud Computing Services (hosting); however, AWS cannot access customer data since Pearson manages and maintains encryption keys.

5. What is the purpose of the third-party partners?

Amazon Web Services (AWS) is used for Cloud Computing Services (hosting).

6. Please provide:

Current quote:

aimswebPlus licenses are $7/per student.

Tiered pricing for future purchases:

Minimum order requirement is $300 each year. No tiered pricing.

Name and email for contract notices:

Sarah Kruse, Assessment Consultant; sarah.kruse@pearson.com

Name and title of person who will sign the contract:

Randall T. Trask, SVP for Clinical Assessment

Does the system allow integration for rostering?

Yes, rostering is available. The data management services for aimsweb®Plus enable districts and schools to import and export certain data to and from their student information system (SIS). Data management services Clever and ClassLink are available with aimswebPlus. What types of data?

Imported data generally includes student information for rostering (such as student name, ID, school, grade, classroom, teacher, etc.)

Exported data can include certain types of student results data from aimswebPlus.

These exports and imports can take the form of automated or manual services depending on what best meets your needs. As you close out one school year and prepare for the next, consider which import and export options would best serve you.

Included with subscription	
Manual import » Upload .txt file	**Integrated rostering services** » New York's RicOne (ricone.org) » Michigan's Data Hub (22itrig.org/activities/data-integration/) » Powerschool » Other integrations will be announced as offerings are expanded
Automatic Import	
Automated Batch Import (ABI) » Allows districts and schools to provide a nightly roster file via secure FTP that is automatically uploaded into aimswebPlus	
Automated syncing with Clever » Allows SIS and aimswebPlus to be in sync automatically and in real time, based on the daily changes in the SIS	

Exhibit B

Pearson

aimswebPlus

aimswebPlus is a tool for teachers and educational teams in MTSS/RTI and special education contexts. aimswebPlus offers nationally-normed, skills-based benchmark assessments and progress monitoring integrated into one application across reading and math domains with additional add-on measures across dyslexia and behavior/social-emotional skills. aimswebPlus informs daily instruction and provides growth results to caregivers and district/state audiences in reading and math achievement using curriculum-based assessment and standards-aligned content for students in PreK through Grade 12. Additionally, aimswebPlus links to instructional resources to support growth in reading, writing, and math skills. aimswebPlus uncovers learning gaps quickly, identifies at-risk students, and assesses growth at the individual and group levels.

See our Guidance on using this assessment remotely.

Test forms & reports

Booklets, record forms, answer sheets, report usages & subscriptions   **8** options

From **$1.00**

Training

Onsite, virtual & on-demand trainings   **20** options

From **$410.80**

All products

All tests & materials offered for aimswebPlus   **28** options

From **$1.00**

aimswebPlus Complete New Qty 1 (Digital)

AIMPLSCSUB

Qty   1

$7.00

Qualification Level   **B**

For new aimswebPlus customers. Price per student per year. Enter number of students.

aimswebPlus Unlimited

A103000307368

Qty   1

$4,995.00

Qualification Level   **B**

This subscription is available for districts with enrollment of 2,500 students or less. It includes all aimswebPlus measures and the Shaywitz Dyslexiascreen, BASC-3 BESS Teacher and Student forms, WriteToLearn and RAN Objects, Colors and Shapes add-ons for one flat price per year.

aimswebPlus BASC-3 BESS Teacher Form Qty 1 (Digital)

0150050364

Qty   1

$1.30

Qualification Level   **B**

Add on for any new or renewing aimswebPlus subscription. Price per student per year. Enter number of students.

aimswebPlus BASC-3 BESS Student Form Qty 1 (Digital)

A103000200518

Qty   1

$1.30

Qualification Level   **B**

Add on for any new or renewing aimswebPlus subscription. Price per student per year. Enter number of students.

2/19/24, 4:45 PM

aimswebPlus

aimswebPlus Shaywitz Dyslexiascreen Qty 1 (Digital)

0150021860

Qty [1]

$1.30

Qualification Level   **B**

Add-on for any new or renewing aimswebPlus subscription. Price per student per year. Enter number of students. Shaywitz DyslexiaScreen training is required if the Shaywitz DyslexiaScreen add-on is purchased and if no other aimswebPlus training is purchased.

aimswebPlus Rapid Automatized Naming (Digital)

A103000221674

Qty [1]

$1.30

Qualification Level   **A**

Add-on for any new or renewing aimswebPlus subscription. Price per student per year. Enter number of students. Includes RAN Objects, Colors and Shapes.

aimswebPlus SSIS-SEL Diagnostic and Intervention Package (Digital)

A103000257700

Qty [1]

$3.50

Qualification Level   **B**

Add on for any new or renewing aimswebPlus subscription. Price per student per year. Enter number of students. Includes: Screening and Progress Monitoring Scales (Digital), Rating Forms (Digital), Classwide Intervention Program (CIP, Digital), SEL Professional Development Course (Digital) and Manuals (Digital)

[aimswebPlus Account Management Live Webinar 3 Hours](#)

6000653

https://www.pearsonassessments.com/store/usassessments/en/Store/Professional-Assessments/Academic-Learning/aimswebPlus/p/100000519.html   4/25

Qualification Level   **A**

This 3-hour session covers the essentials of a successful implementation of aimswebPlus within district and school systems. Participants will learn about the necessary technology, account settings and set-up, materials, and training and resources that are key to success. This session will also include information about the data that will be available once students are assessed. Price includes up to 30 people per session.

Training orders will be processed within 5-7 business days of order placement. A training consultant will contact you to coordinate your training. Training dates are scheduled no earlier than 5 weeks from order placement.

Qty | 1 | $2,184.00

View full training details

---

aimswebPlus Benchmarking Essentials Live Webinar 3 Hours

6000651

Qualification Level   **A**

This 3-hour session covers the essentials of using aimswebPlus for benchmarking students. Participants will learn how to navigate the platform and to administer assessments. Hands-on practice with benchmark test administration will be available throughout the session if local devices are available. Price includes up to 30 people per session.

Training orders will be processed within 5-7 business days of order placement. A training consultant will contact you to coordinate your training. Training dates are scheduled no earlier than 5 weeks from order placement.

Qty | 1 | $2,184.00

View full training details

aimswebPlus Benchmarking Data Utilization Live Webinar 3 Hours

A103000238244

Qualification Level   **B**

In this 3-hour session, participants will learn how norm and criterion referenced data in aimswebPlus is interpreted. Participants will also examine the data on the benchmarking reports and for what purpose each is used. Hands-on practice with report generation is available throughout the session if local devices are available. Price includes up to 30 people per session.

Training orders will be processed within 5-7 business days of order placement. A training consultant will contact you to coordinate your training. Training dates are scheduled no earlier than 5 weeks from order placement.

Qty | 1 | **$2,184.00**

View full training details

aimswebPlus Progress Monitoring Essentials Live Webinar 3 Hours

6000652

Qualification Level   **A**

In this 3-hour session, participants will learn the essentials of using aimswebPlus for progress monitoring students. Participants will also learn how to navigate within the platform and to administer monitoring measures as well as how to use survey-level assessment to create schedules including goals. Hands-on practice with survey-level assessment, schedule setup, and data collection will be available throughout the session if local devices are available. Price includes up to 30 people per session.

Training orders will be processed within 5-7 business days of order placement. A training consultant will contact you to coordinate your training. Training dates are scheduled no earlier than 5 weeks from order placement.

Qty   1 $2,184.00

View full training details

aimswebPlus Progress Monitoring Data Utilization Live Webinar 3 Hours

A103000238246

Qualification Level   **B**

In this 3-hour session, participants will learn about how norm-referenced and trend data on monitoring reports are interpreted. Participants will also learn how to use data to make decisions for students receiving intervention. Hands-on practice with report generation will be available throughout the session if local devices are available. Price includes up to 30 people per session.

Training orders will be processed within 5-7 business days of order placement. A training consultant will contact you to coordinate your training. Training dates are scheduled no earlier than 5 weeks from order placement.

Qty | 1 | **$2,184.00**

View full training details

aimswebPlus with BASC-3 BESS add-on Live Webinar 3 Hours

A103000223222

Qualification Level   **B**

In this 3-hour session, participants will learn why and how to complete the BASC-3 BESS as well as how to administer the BASC-3 BESS to students. Participants will learn how to put data to use by analyzing risk and determining a plan for action within a school system. Hands-on practice with administration and report generation will be available throughout the session if local devices are available. Price includes up to 30 people per session.

Training orders will be processed within 5-7 business days of order placement. A training consultant will contact you to coordinate your training. Training dates are scheduled no earlier than 5 weeks from order placement.

Qty | 1 | $2,184.00

View full training details

[aimswebPlus with SSIS SEL add-on Live Webinar 3 Hours](#)

A103000223226

Qualification Level   **B**

This 3-hour session covers how to complete the SSIS SEL ratings and how to put data to use by analyzing risk and determining a system plan of action. Hands-on practice with administration and report generation will be available throughout the session if local devices are available. Price includes up to 30 people per session.

Training orders will be processed within 5-7 business days of order placement. A training consultant will contact you to coordinate your training. Training dates are scheduled no earlier than 5 weeks from order placement.

Qty | 1 | $2,184.00

[View full training details](#)

[aimswebPlus with Shaywitz DyslexiaScreen and Rapid Automatized Naming (RAN) add-ons Live Webinar 3 Hours](#)

A103000223227

Qualification Level   **B**

This 3-hour session covers how to complete the Shaywitz DyslexiaScreen ratings and how to use the Dyslexia Probability Calculator option. The Rapid Automatized Naming measures may also be included if needed. Participants will learn how to put data to use by analyzing risk and determining a system plan of action. Hands-on practice with administration and report generation will be available throughout the session if local devices are available. Price includes up to 30 people per session.

Training orders will be processed within 5-7 business days of order placement. A training consultant will contact you to coordinate your training. Training dates are scheduled no earlier than 5 weeks from order placement.

Qty
1

$2,184.00

[View full training details](#)

[aimswebPlus Benchmarking Essentials and Progress Monitoring Essentials Live Webinar 6 Hours](#)

A103000072170

Qualification Level   **B**

This 6-hour session provides the basics of using aimswebPlus for benchmarking and progress monitoring students. Participants will learn how to navigate the platform and to administer assessments. They will also learn about using survey-level assessment and creating schedules including goals. Hands-on practice with survey-level assessment, schedule setup, and data collection is available throughout the session if local devices are available. Price includes up to 30 people per session.

Training orders will be processed within 5-7 business days of order placement. A training consultant will contact you to coordinate your training. Training dates are scheduled no earlier than 5 weeks from order placement.

Qty   1   **$4,160.00**

[View full training details](#)

[aimswebPlus Benchmarking Data Utilization and Progress Monitoring Data Utilization Live Webinar 6 Hours](#)

A103000072169

Qualification Level   **B**

In this 6-hour session, participants will learn about how norm and criterion referenced data in aimswebPlus is interpreted. Participants will also examine the data on the benchmark reports and for what purpose each is used as well as learn about how norm-referenced and trend data on progress monitoring reports are interpreted. Prepare to put data to use in decisions for students receiving intervention. Hands-on practice with report generation will be available throughout the session if local devices are available. Price includes up to 30 people per session.

Training orders will be processed within 5-7 business days of order placement. A training consultant will contact you to coordinate your training. Training dates are scheduled no earlier than 5 weeks from order placement.

Qty   1   **$4,160.00**

[View full training details](#)

aimswebPlus Benchmarking Essentials and Benchmarking Data Utilization Live Webinar 6 Hours

A103000223231

Qualification Level   **B**

In this 6-hour session, participants will learn the essentials of using aimswebPlus for benchmarking students as well as how to put data to use. This session also covers how norm and criterion referenced data in aimswebPlus is interpreted once benchmarking data is available. Hands-on practice with benchmarking test administration and report generation will be available throughout the session if local devices are available. Price includes up to 30 people per session.

Training orders will be processed within 5-7 business days of order placement. A training consultant will contact you to coordinate your training. Training dates are scheduled no earlier than 5 weeks from order placement.

Qty | 1 | $4,160.00

View full training details

[aimswebPlus Progress Monitoring Essentials and Progress Monitoring Data Utilization Live Webinar 6 Hours](#)

A103000072168

Qualification Level   **B**

In this 6-hour session, participants will learn the essentials of using aimswebPlus for progress monitoring students. Participants will also learn how to navigate within the platform and to administer monitoring measures as well as how to use survey-level assessment and create schedules including goals. This session also examines how norm-referenced and trend data on monitoring reports are interpreted and how to put data to use in decisions for students receiving intervention. Hands-on practice with survey-level assessment, schedule setup, data collection, and report generation will be available throughout the session if local devices are available. Price includes up to 30 people per session.

Training orders will be processed within 5-7 business days of order placement. A training consultant will contact you to coordinate your training. Training dates are scheduled no earlier than 5 weeks from order placement.

Qty | 1 | **$4,160.00**

[View full training details](#)

aimswebPlus Benchmarking Data Utilization and Progress Monitoring Data Utilization In Person 6 Hours

A103000223229

Qualification Level   **B**

In this 6-hour session, participants will learn about how norm and criterion referenced data in aimswebPlus is interpreted. Participants will also examine the data on the benchmark reports and for what purpose each is used as well as learn about how norm-referenced and trend data on progress monitoring reports are interpreted. Prepare to put data to use in decisions for students receiving intervention. Hands-on practice with report generation will be available throughout the session if local devices are available. Price includes up to 30 people per session.

Training orders will be processed within 5-7 business days of order placement. A training consultant will contact you to coordinate your training. Training dates are scheduled no earlier than 5 weeks from order placement.

Qty   1   **$7,280.00**

View full training details

[aimswebplus Benchmarking Essentials and Benchmarking Data Utilization In Person 6 Hours](#)

A103000224782

Qualification Level   **B**

In this 6-hour session, participants will learn the essentials of using aimswebPlus for benchmarking students as well as how to put data to use. This session also covers how norm and criterion referenced data in aimswebPlus is interpreted once benchmarking data is available. Hands-on practice with benchmarking test administration and report generation will be available throughout the session if local devices are available. Price includes up to 30 people per session.

Training orders will be processed within 5-7 business days of order placement. A training consultant will contact you to coordinate your training. Training dates are scheduled no earlier than 5 weeks from order placement.

Qty | 1 | **$7,280.00**

[View full training details](#)

aimswebPlus Benchmarking Essentials and Progress Monitoring Essentials In Person 6 Hours

PPDAIMPLSOSTRNG

Qualification Level   **A**

This 6-hour session provides the basics of using aimswebPlus for benchmarking and progress monitoring students. Participants will learn how to navigate the platform and to administer assessments. They will also learn about using survey-level assessment and creating schedules including goals. Hands-on practice with survey-level assessment, schedule setup, and data collection is available throughout the session if local devices are available. Price includes up to 30 people per session.

Training orders will be processed within 5-7 business days of order placement. A training consultant will contact you to coordinate your training. Training dates are scheduled no earlier than 5 weeks from order placement.

Qty | 1 | $7,280.00

View full training details

aimswebPlus Progress Monitoring Essentials and Progress Monitoring Data Utilization In Person 6 Hours

A103000223219

Qualification Level   **B**

In this 6-hour session, participants will learn the essentials of using aimswebPlus for progress monitoring students. Participants will also learn how to navigate within the platform and to administer monitoring measures as well as how to use survey-level assessment and create schedules including goals. This session also examines how norm-referenced and trend data on monitoring reports are interpreted and how to put data to use in decisions for students receiving intervention. Hands-on practice with survey-level assessment, schedule setup, data collection, and report generation will be available throughout the session if local devices are available. Price includes up to 30 people per session.

Training orders will be processed within 5-7 business days of order placement. A training consultant will contact you to coordinate your training. Training dates are scheduled no earlier than 5 weeks from order placement.

Qty | 1 | **$7,280.00**

View full training details

aimswebPlus Train-the-Trainer 12-month Membership On Demand

A103000238247

Qualification Level   **B**

In this on-demand option, participants will learn the essentials of using aimswebPlus for benchmarking and progress monitoring. This offering will cover efficient navigation in the aimswebPlus platform as well as how to use data to make informed decisions for students. Participants who need to develop management skills can learn about the necessary technology, account settings and set-up, materials, and training and resources that are key to success. This membership includes additional supports and materials appropriate for the use of local aimswebPlus trainers.

Training orders will be processed within 5-7 business days of order placement. On-demand training is accessed via a welcome email sent to the email address associated with the order.

Seats | 1 | **$826.80**

View full training details

Shaywitz DyslexiaScreen On aimswebPlus Training On Demand 1 Hour*

0150021259

Qualification Level   **A**

In this 1-hour on-demand session, participants will learn about the definition, symptoms, and neurobiology of dyslexia and how to apply this information to an assessment workflow that fits the district's needs. Participants will also see how Shaywitz DyslexiaScreen ratings can help to identify risk as well as meet state dyslexia screening mandates. Participants are eligible to earn a certificate of attendance and will have access to this course for one year. Price includes up to 30 people per session.

Training orders will be processed within 5-7 business days of order placement. On-demand training is accessed via a welcome email sent to the email address associated with the order.

*If you have purchased aimswebPlus training in the last 12 months, you do not need to purchase this training. Contact AWonlinelearning@pearson.com to request access.

Seats | 1 | **$520.00**

View full training details

aimswebPlus Learning Academy 12-month Access On Demand

PPDAIMONLNTRNG12M

Qualification Level   **A**

Participants will learn the essentials of using aimswebPlus for benchmarking and progress monitoring. This training will cover efficient navigation in the aimswebPlus platform as well as how to use data to make informed decisions for students. Participants who need to develop management skills can learn about the necessary technology, account settings and set-up, materials, and training and resources that are key to success.

Training orders will be processed within 5-7 business days of order placement. On-demand training is accessed via a welcome email sent to the email address associated with the order.

Seats | 1 | **$410.80**

View full training details

aimswebPlus Live Question and Answer Virtual 1 Hour

PPDAIMWOLCTRNG

Qualification Level   **A**

Price includes up to 30 people per session. This 1-hour Q&A session supports participants who have attended a previous session or are familiar with the assessment. A Pearson expert will meet with participants to address follow-up questions and support specific assessment-related needs. To use the hour efficiently, participants may submit questions in advance. Q&A sessions do not include handouts or slides.

Training orders will be processed within 5-7 business days of order placement. A training consultant will contact you to coordinate your training. Training dates are scheduled no earlier than 5 weeks from order placement.

Qty | 1 | **$520.00**

View full training details

aimswebPlus Spelling Grades 4-12 with Pattern Inventory and Analysis Tool (PIAT) (Digital)

Qty | 1 | **$1.00**

A103000369529

Qualification Level   **B**

Add on for any new or renewing aimswebPlus subscription. Price per student per year. Enter number of students.

1 - 28 of 28 results

Overview   Product Details   Resources   FAQs   Partners   Webina

Age range: Measures and norms for grades K–8; May roster PreK using kindergarten measures and norms; May roster grades 9–12 using grade 8 measures and norms.

Completion time: Progress Monitoring measures are brief and vary from 1–7 minutes. Benchmarking administration time (i.e., interim assessment) varies depending on grade level and measures selected (see Resources tab, Assessment Matrix document).

Administration: Online test administration for measures in grades 2–12. Digital record forms with some paper-and-pencil test booklets for grades K–1. Digital record forms for Oral Reading Fluency for grades 1–12.

Scoring options: Browser-based and/or manual score entry

Other languages: English and **Spanish**

System requirements: **View system requirements**

Telepractice: **Guidance on using this test in your telepractice**

Get started!

Login to the platform, or contact the sales team.

Log in to aimswebPlus

Contact Sales

Need Help?

Customer support
Complete this **form** or +1 (866) 313-6194 option 1

Technical support
aimswebsupport@pearson
+1 (866) 313-6194 option 2
Mon. - Fri. | 6 a.m. to 6 p.m. CT

aimswebPlus

Related Items

[Review360](#)

[Developmental Reading Assessment | Third Edition](#)

[SPELL-Links to Reading & Writing and SPELL-Links Class Links for Classrooms](#)

Exhibit C

Pearson Accessibility Conformance Report

WCAG Edition

(Based on VPAT® Version 2.4)

Name of Product: aimswebPlus

Report Date: 3/22/2022

Product Description: aimswebPlus is an online, browser-based benchmarking assessment, data management and reporting system used primarily by teachers to screen and monitor students' progress in reading and math.

Contact information: monica.lyons@pearson.com

Notes: This document has been completed based on the current tested and specified functionality of aimswebPlus.

Evaluation Methods Used: Evaluations were conducted by trained Accessibility Quality Assurance Engineers and included both automated and manual testing. Quality Assurance Engineers who are native users of blindness technologies participated in the evaluation. Current testing was conducted on Windows 10 on Chrome browser version 88. Assistive technology used during the evaluation included NVDA 2020 and a refreshable braille display.

Applicable Standards/Guidelines

This report covers the degree of conformance for the following accessibility standard/guidelines:

Standard/Guideline	Included In Report
Web Content Accessibility Guidelines 2.0	Level A (Yes) Level AA (Yes) Level AAA (No)
Web Content Accessibility Guidelines 2.1	Level A (Yes) Level AA (Yes) Level AAA (No)

Terms

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

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

WCAG 2.1 Report

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

Table 1: Success Criteria, Level A

Criteria	Conformance Level	Remarks and Explanations
1.1.1 Non-text Content (Level A)	Partially Supports	aimswebPlus supports text alternatives for the non-text content, including controls, input, sensory content, and images. Exceptions: The Google login has an unlabeled graphic. Graphs of score data do not include alternative text attribute.
1.2.1 Audio-only and Video-only (Prerecorded) (Level A)	Does Not Support	aimswebPlus does not currently include audio-only or video-only content within the platform, but support videos provided do not provide alternatives for audio and video-only content.
1.2.2 Captions (Prerecorded) (Level A)	Does Not Support	aimswebPlus does not currently include pre-recorded video content within the platform, but support videos provided do not provide captions.
1.2.3 Audio Description or Media Alternative (Prerecorded) (Level A)	Does Not Support	aimswebPlus does not currently include media within the platform, but support videos provided do not provide audio description or media alternatives.

Criteria	Conformance Level	Remarks and Explanations
1.3.1 Info and Relationships (Level A)	Does Not Support	aimswebPlus does not use a logical structure where most information and relationships can be programmatically determined. Data tables do not include appropriate attributes. The application lacks heading structure. PDFs of reports and test tickets are not tagged properly, do not demonstrate information and relationships, and do not read in a logical order.
1.3.2 Meaningful Sequence (Level A)	Supports	aimswebPlus presents content structured in a meaningful order.
1.3.3 Sensory Characteristics (Level A)	Supports	aimswebPlus does not rely on sensory information alone to convey meaning.
1.4.1 Use of Color (Level A)	Does Not Support	aimswebPlus relies on color, however icons that indicate editable fields for student profile data are indicated only using the colors red and green.
1.4.2 Audio Control (Level A)	Not applicable	aimswebPlus does not include audio.
2.1.1 Keyboard (Level A)	Does Not Support	Most aimswebPlus core functionality cannot be accessed by the keyboard.
2.1.2 No Keyboard Trap (Level A)	Supports	There are no keyboard traps in aimswebPlus.
2.1.4 Character Key Shortcuts (Level A 2.1 only)	Not Applicable	aimswebPlus does not require this capability for operation.
2.2.1 Timing Adjustable (Level A)	Supports	Timing can be adjusted on need basis.
2.2.2 Pause, Stop, Hide (Level A)	Not Applicable	aimswebPlus does not use moving or blinking content.

Criteria	Conformance Level	Remarks and Explanations
2.3.1 Three Flashes or Below Threshold (Level A)	Not Applicable	aimswebPlus does not use flashing content.
2.4.1 Bypass Blocks (Level A)	Does Not Support	aimswebPlus does not provide skip to content link.
2.4.2 Page Titled (Level A)	Does Not Support	aimswebPlus does not use unique page titles.
2.4.3 Focus Order (Level A)	Does Not Support	Many components in aimswebPlus do not receive focus in an order that preserves meaning.
2.4.4 Link Purpose (In Context) (Level A)	Does Not Support	There are several links in aimswebPlus that are not meaningful or are non-distinguishable for screen reader users.
3.1.1 Language of Page (Level A)	Supports	aimswebPlus uses language attributes.
3.2.1 On Focus (Level A)	Supports	Elements do not change when they receive focus.
3.2.2 On Input (Level A)	Supports	Changing the setting of any user interface component does not automatically cause a change of context.
3.3.1 Error Identification (Level A)	Partially Supports	Error messages are identified by assistive technology. Exception: Error message for required field is not spoken nor is focus taken to the field causing the error.
3.3.2 Labels or Instructions (Level A)	Partially Supports	Input fields are associated with its corresponding labels. Exception: The information icon / link does not have a meaningful label.
4.1.1 Parsing (Level A)	Supports	aimswebPlus is coded according to industry standards.

Criteria	Conformance Level	Remarks and Explanations
4.1.2 Name, Role, Value (Level A)	Partially Supports	Name, role, and value of interface elements are available to assistive technology. Exception: Expand / collapse is not identified as an actionable element or announced to the screen reader user.

Table 2: Success Criteria, Level AA

Criteria	Conformance Level	Remarks and Explanations
1.2.4 Captions (Live) (Level AA)	Not Applicable	There is no live media used in aimswebPlus.
1.2.5 Audio Description (Prerecorded) (Level AA)	Does Not Support	aimswebPlus does not currently include any pre-recorded video content within the platform, but support videos provided do not provide audio description.
1.4.3 Contrast (Minimum) (Level AA)	Does Not Support	aimswebPlus interface text does not meet minimum color contrast ratio against its background color.
1.4.4 Resize text (Level AA)	Does Not Support	Zooming content or viewing in mobile layouts is not responsive and requires horizontal scrolling at 200% zoom or above.
1.4.5 Images of Text (Level AA)	Supports	aimswebPlus does not use any images of text to convey information to the user.
2.4.5 Multiple Ways (Level AA)	Does Not Support	AimswebPlus does not offer multiple ways to reach a page.

Criteria	Conformance Level	Remarks and Explanations
2.4.6 Headings and Labels (Level AA)	Supports	Page headings and labels are meaningful.
2.4.7 Focus Visible (Level AA)	Does Not Support	aimswebPlus does not provide a visible keyboard focus indicator for most elements.
3.1.2 Language of Parts (Level AA)	Not Applicable	aimswebPlus does not use language attributes for content parts.
3.2.3 Consistent Navigation (Level AA)	Supports	aimswebPlus uses consistent navigation.
3.2.4 Consistent Identification (Level AA)	Supports	aimswebPlus uses icons and buttons consistently.
3.3.3 Error Suggestion (Level AA)	Supports	aimswebPlus identifies and suggests fixes when users make errors.
3.3.4 Error Prevention (Legal, Financial, Data) (Level AA)	Supports	aimswebPlus reduces the risk of input errors for sensitive data.
4.1.3 Status Messages (Level AA 2.1 only)	Does Not Support	Status messages and dynamic page content are not communicated to screen reader users.

Legal Disclaimer (Pearson)

Pearson has made every attempt to ensure the accuracy and reliability of the information provided in this report as of the date of the report. We cannot guarantee that this Application is free from accessibility defects. The contents of this document are subject to change without notice. No contractual obligations are formed either directly or indirectly by this document, and this document shall not be interpreted to be included in any contract between the parties.

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

This Software Services Agreement ("Agreement") is entered into this 2nd day of April 2024, by and between Poudre School District R-1 (the "District") and NCS Pearson, Inc. a Minnesota corporation, with its corporate offices located at 5601 Green Valley Drive, Bloomington, MN 55437 and its affiliates (the "Pearson" or "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:

The parties agree that this Agreement includes, without limitation, all included escribed in Terms and Conditions of Sale and Use of Pearson Products which are viewable at https://www.pearsonassessments.com/footer/terms-of-sale---use.html. If there is a conflict between the terms of this Agreement and Terms and Condition of Sale and Use, the parties agree that Terms and Condition of Sale and Use shall controls.

1. **Term of Agreement.**

    1.1. This Agreement shall commence on July 1, 2025 and continue through and including June 30, 2026, unless earlier terminated as provided herein. The Agreement, at the option of the District, may be extended for up to four (4) additional one-year terms.

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

    1.3. Notwithstanding the provisions of sections 2.1 and 2.2 above, either party may terminate this Agreement at any time in that party's sole discretion for any reason, with or without cause, by providing the other party with thirty (30) days' advance written notice. In the event of such termination: (a) the District shall pay Contractor for all Services performed under and in accordance with this Agreement up to the date of termination; and (b) Contractor shall reimburse the District for all payments made in excess of Services performed up to the date of termination.

2. **Deliverables and Purchase Price.**

2.1.	The Contractor shall make its School Assessment Products, web-based diagnostic assessment, progress monitoring and instructional software system available for use in the District, in accordance with the scope of work set forth in the attached Exhibit A (hereinafter the "Services").

2.2.	The total cost for all Services under this contract are as set forth on the attached Exhibit B, due and payable thirty (30) days from receipt of Contractor's invoice.

2.2.1.	The cost for all Services under this contract shall not exceed the pricing set forth on the attached Exhibit B hereby and made part of this Agreement.

2.3.	Additional District schools may participate in Services under all terms and conditions specified within this Agreement, not to exceed the term within section 1.1. This Agreement in no way binds the District or District Schools to exclusive use of Contractor's Services. Discretion to utilize Services is under the direction of each District School Principal or Principal designee. District Principals or Principal designee will adhere to applicable laws, regulations, and District policies.

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

2.4.1.	The Contractor shall provide the contact in section 9 a quote for Services conforming to the pricing, which shall be payable by the District thirty (30) days after receipt of Contractor's invoice.

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

2.4.3.	Services provided by Contractor without conforming to section 2.4 of the Agreement shall be considered unauthorized and payment shall not be issued by the District.

2.4.4.	Contractor shall assure compliance with the District Policy DJG/DJGA, attached as Exhibit C and hereby made part of this Agreement, direct communication with schools or sales must be approved by contact in section 9 of this agreement.

2.5.	**Invoicing.** Contractor will provide invoices for the Services at the rate specified in B Invoices shall be submitted to the Accounts Payable Department within thirty (30) days of receipt of Purchase Order. Invoices for Services shall include name of provider, dates of

Services conforming to section 1.1, location for Services and a description of the Services provided.

2.5.1. Invoices received from the Contractor pursuant to this Agreement will be reviewed and approved by the District's representative, indicating that services have been rendered in conformity with the Agreement and then will be sent to the Finance Department for payment. Payment for Services not approved by the District in writing, shall not be considered valid and the District will not be responsible for covering associated costs. Invoices will generally be paid within thirty (30) days following the District representative's approval.

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

2.5.3. All invoices must be submitted within 30 days of fiscal year end June 30 and may not include items received by the District outside of the fiscal year July 1 – June 30.

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

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

2.5.6. If the contract results in the right to use an asset, the Contractor shall provide the District, if requested, documentation necessary to facilitate the District's compliance with the Governmental Accounting Standards Board ("GASB") issued GASB Statement No. 87, Leases.

2.6. The District shall access and use the Services solely for non-commercial instructional and administrative purposes within the District. Further, the District shall not, except as expressly authorized or directed by the Contractor: (a) copy, modify, translate, distribute, disclose or create derivative works based on the contents of, or sell, the Services, or any part thereof; (b) decompile, disassemble or otherwise reverse engineer Services or otherwise use the Services to develop functionally similar products or services; (c) modify, alter or delete any of the copyright, trademark, or other proprietary notices in or on the Services; (d) rent, lease or lend the Services or use the Services for the benefit of any third party; (e) avoid, circumvent or disable any security or digital rights management device, procedure, protocol or mechanism in the Services; or (f) permit any authorized user or third party to do any of the foregoing. The District also agrees that any works created in violation of this section are derivative works, and, as such, the District agrees to assign, and hereby assigns, all right, title and interest therein to the Contractor.

2.7. The District agrees, subject to the limited rights expressly granted

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

      2.8.   The District understands and agrees that its students' access to and use of
the Services under this Agreement may require that it disclose confidential student records and information, as that term is defined below, to the Contractor. The Contractor understands and agrees that if it fails to comply with any of the requirements under sections 4, 5, 6 or 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, hardcopy and electronic records, databases and any other media regardless of format, in accordance with the standard detailed in the National Institute of Standards and Technology ("NIST") SP 800-88 Guidelines for Media Sanitization, so that the confidential student records and information are permanently irretrievable in the Contractor's normal course of business.

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

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

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

5.1.   The Contractor shall store and process confidential student records and information in accordance with commercial best practices, including implementing appropriate administrative, physical and technical safeguards that are no less rigorous than those outlined in CIS Critical Security Controls, as amended, to secure such confidential student records and information from unauthorized access, disclosure, alteration and use. The Contractor shall ensure that all such safeguards, including the manner in which confidential student records and information is collected, accessed, used, stored, processed, disposed of and disclosed, comply with all applicable federal and state data protection and privacy laws, regulations and directives, including but not limited to Colorado's Student Data Transparency and Security Act, C.R.S. §§ 22-16-101 to -112. Without limiting the foregoing, and unless expressly agreed to the contrary in writing, the Contractor warrants that all electronic confidential student records and information will be encrypted in transmission and at rest in accordance with NIST Special Publication 800-57, as amended.

5.2.   The Contractor shall conduct periodic risk assessments and remediate any

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

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

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

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

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

      6.4.   Contractor and Subcontractors shall promptly furnish to the District upon request all confidential student records and information they have collected and/or generated and not in the District's possession. Such requests may include but shall not be limited to those made

in order to respond to parent/guardian and eligible student requests to inspect and review education records as authorized under the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g ("FERPA") and/or under the Colorado Open Records Act, C.R.S. §§ 24-72-200.1 *et seq.* ("CORA"). The District, not the Contractor or Subcontractors, shall respond to all parent/guardian and eligible student requests to inspect and review records, data and other information.

7. **School Service Contract Provider.** If Contractor is a "school service contract provider" under the Colorado Student Data Transparency and Security Act (the "Act"), the Contract is amended to add the language in this section 7. Under the Act, a "school service contract provider" is defined as an entity (other than the Colorado Department of Education, a K12 public education entity or an institution of higher education) that enters into a formal, negotiated contract with the District to provide a "school service." Under the Act, a "school service" is defined as an Internet website, online service, online application or mobile application that: (a) is designed and marketed primarily for use in a preschool, elementary school or secondary school; (b) is used at the direction of District teachers or other District employees; and (c) collects, maintains or uses confidential student records and information.

7.1. As a school service contract provider under the Act, the Contractor has provided the following information the attached Exhibit A: (a) the data elements of confidential student records and information that Contractor collects under the Contract, regardless of whether the data elements are initially collected or ultimately held individually or in the aggregate using protocols that are effective for preserving the anonymity of each student included in the data; (b) the learning purpose for which Contractor collects the confidential student records and information; and (c) how the Contractor uses and shares the confidential student records and information. Contractor shall update this information as necessary to maintain accuracy.

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

8. **Remedies.** If Contractor fails to comply with any of the foregoing requirements in sections 4, 5, 6 or 7 at any time during or after the term of the Agreement the District may, as applicable, terminate the Agreement and/or disqualify Contractor from future contracts and subcontracts with the District.

9. **Access to District Server.** If access to any District server is necessary for the functionality of the Contractor's services. Upon written approval by the Executive Director of Information Technology or designee, the District grants the Contractor limited access to the District server for the sole purpose of providing Services

9.1.   The Contractor agrees to protect the confidentiality, integrity and
availability of all electronic District or student information at all times.

9.2.   The Contractor agrees to take proper steps to ensure the security of the
device in which they connect to the District's systems remotely. The Contractor agrees not to copy information accessed remotely to local devices and or portable devices. Printing information is not permitted unless specific authorization has been granted.

9.3.   The Contractor shall not share passwords, codes, credentials or user
accounts with others.

9.4.   The Contractor shall have a valid and up-to-date antivirus agent installed
to ensure protection against malware and viruses upon connection to the District network.

10.   The Contractor acknowledges that if the District determines in its discretion that remote access has been compromised by unauthorized parties, or that remote access has been misused, the Contractor's access will be disabled or terminated immediately.

11.   **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	NCS Pearson, Inc.
Attn: Contracts Administrator	Attn: Sarah Kruse
2407 LaPorte Avenue	PO Box 599700
Fort Collins, CO 80521	San Antonio, TX 78259
E-mail: contracts@psdschools.org	Email: sarah.kruse@pearson.com

12.   **Insurance.** Contractor shall procure and maintain the required insurance specified below for the duration of this Agreement, which insurance shall be written for not less than the amounts specified or greater if required by law. The District's receipt of a Certificate of Insurance from the Contractor with limits and or coverages that do not meet the requirements does not waive the requirements and the Contractor shall still be responsible for the limits and coverages stated in this Agreement. Specified coverages and amounts may be provided by a combination of a primary policy plus an umbrella or following form excess policy. All insurance shall be with a carrier licensed in the state of Colorado and shall have a minimum A.M. Best rating of A- VII. Contractor shall furnish the District's Director of Records and Risk Management with certificates of the required insurance prior to the District's approval and signing of this Agreement.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: 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, change of coverage, or non-renewal. The insurance requirements specified in this section 12 shall not reduce the indemnification liability that Contractor has assumed in section 13.

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 includedas an additional insured or covered as an additional insured by way of a blanket endorsement and shall be insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Agreement.

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

Minimum Limits

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

The insurance shall provide coverage for:

    a.   Liability arising from theft, dissemination and/or use of confidential information (defined term including but not limited to bank account, credit card account, personal information such as name, address, social security numbers, etc. information) stored or transmitted in electronic form.
    b.   Network Security Liability arising from the unauthorized access to, use of or tampering with computer systems including hacker attacks, inability of an authorized third party to gain access to Contractor's services including denial of service, unless caused by a mechanical or electrical failure.

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

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

In no event shall Pearson be liable to the District to the extent that the alleged infringement is based on: (i) a modification of the Product or Work Product by anyone other than Pearson; or (ii) District's use of the Product or Work Product in a manner contrary to the instructions given to the District or any of the terms of this Contract.

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

15. **General Provisions.**

15.1. **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. However, Pearson reserves the right to assign or transfer any interest under this Agreement to an affiliate or successor entity, without District's prior permission.

15.2. **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.

15.3. **Press Contacts/News Releases.** The Contractor shall not initiate any press, media, or social media contact nor respond to press, media or social media requests regarding this Agreement and/or any related matters concerning the District without the prior written approval of the District's Executive Director of Communications or designee.

15.4. **Amendment or Modification.** No amendment or modification of this

Agreement shall be valid unless set forth in writing and executed by the District and the Contractor through written amendments to the Agreement, in the same manner and with the same formality as was done for this Agreement.

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

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

15.7. **Governing Law and Venue.** All issues regarding the formation, performance and/or legal enforcement of the Contract shall be governed by and construed in accordance with the laws of the State of Colorado.

15.8. **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.

15.9. **Binding Arbitration Prohibited.** The District does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary is null and void.

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

15.11. **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.

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

15.13. **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.

15.14. **Signatures.** This Agreement may be executed and delivered via portable

document format (pdf), and the pdf signature of any party shall be considered valid, binding, effective and an original for all purposes. This Agreement may be signed in counterparts, and each counterpart shall be deemed an original, and all the counterparts taken as a whole shall constitute one and the same instrument.

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

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

NCS PEARSON, INC.   POUDRE SCHOOL DISTRICT R-1

By:_____   By:_____

Randall T. Trask   R. David Montoya
SVP for Clinical Assessment   Chief Finance Officer

By:_____

Julie Chaplain
Assistant Superintendent

Exhibit A

Poudre SD Student Data Information Request for Software Services

1. Detailed, formal description of product and scope of work to be completed:

> aimswebPlus is a form of assessment, data management and reporting system designed to support mul-ered instruconal models. aimswebPlus provides universal screening and monitors progress in math and reading of K-12 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. What student data is collected: *Access and Information Correction*

Access to the aimswebPlus Site is restricted by password to educators only authorized by the school, district, or State Department of Education ("Educational Institution") sponsoring the product. Educational Institutions are responsible for authorizing educator access to this Site and maintaining all access information. No parent or student access is authorized through this Site.

Only an authorized educator may enter data on a student's record through this Site. An authorized educator may review the student record on this Site, make student record changes, review available assessment reports and otherwise review data for that student. An educator may contact Pearson at info@aimsweb.com if the educator believes there may be an issue with a student record, a report or encounters any issues in accessing or correct information through this Site.

Data Collection and Use

Educator: To create a record for a student the following information must be collected from educators through this Site: student's name, grade, birth date, gender, student identification number, district, school, service code, ethnicity and free and reduced lunch status. The following additional information may be collected: Entry Grade, IEP, ESL, Secon 504, Aer School, Correctional, Summer School, IDEA, Gied/Talented, Intervention Level, Mobility, Behavior Disorder, Federal Disability Categories. Upon initial login by an educator the following personal information may be collected: name, school district, address, phone number, and email. If Pearson receives inquiries or emails about or through this Site from educators, Pearson may keep a record of the email, correspondence and comments, including the individual's name, school district or organization name and email address in order to reply to the communication, perform Site support and issue resolution and maintain business records concerning this Site. THE ENTRY OF ALL STUDENT PERSONAL DATA IS THE SCHOOL'S RESPONSIBILITY AND PEARSON ASSUMES NO RESPONSIBILITY TO ENTER, COLLECT, OR REVIEW ANY SUCH DATA.

Student Data: Students cannot access aimswebPlus. Any required student testing is conducted in a separate test platform, TestNav. Once a student completes testing in TestNav the student testing data is transferred to aimswebPlus. The student data collected in AimswebPlus will be used by educators to assess student progress and provide necessary intervention and remediation appropriate for the specific student. Student testing data can be reported to Parents as a pdf file extract from aimswebPlus.

Parents and Students: Pearson cannot collect personal information directly from parents or students through this website. Parents and students will not have login or access to AimswebPlus. Parents and students may receive PDF report extracts from an educator. Parents and students should direct all inquiries related to this Site to their School or School District.

Transmission and Retention of Information

Customers have the ability to export their data at anytime. However, Pearson will produce regular backups of any student data of customer and will escrow these backups. Assuming all fees owed by customer are current and have been paid, customer may request that any of the student data of customer be copied to physical data storage media and provided to customer. Charges will apply for this service. This service (receiving data) will be available to customer only during the term of this Agreement and for a maximum period of three (3) months following the termination or expiration of this Agreement. Aer the three (3) month period expires, all such data may be destroyed and not available to customer.

PRODUCT DATA LIST

aimswebPlus 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 choses to include it in their reporting.

Q-global Data Elements:
- Name - user's name is required; examinee name is optional
- Address - Q-global never collects nor stores addresses for users or examinees
- Phone number(s) - user's phone number and account contact phone number; never for examinee
- Email address - required for users; optional for examinee - only used when sending an ROSA to an examinee/rater
- Pearson qualification level - account owner's qual level is associated to the account
- Log-in ID and password - username and password for users (password is encrypted); never for an examinee
- Examinee ID - only required if examinee name is not provided
- Date of birth - required for every examinee
- Gender - only required for some assessments if gender norms are applicable
- Race and ethnicity - only required for some assessments if ethnicity norms are applicable
- Handedness - optional for some assessments
- Home language- optional for some assessments
- Clinical history - optional
- Education history and issues - optional
- Work and employment status, history and issues - optional
- Health conditions - optional
- Medications - optional
- Marital status - may be required for some assessments
- Family information and history - optional
- Living arrangements - optional
- Names of parents or guardians - if sending a parent rater form, then the parent name and email are required to send the remote on screen assessment
- Test results and raw scores - Q-global does not store scored data; only item entry/raw score entry are stored

Q-interactive Data Elements
Client identification (required)
 - Client Name
 - Client ID
 - Date of Birth
 - Gender
 - Grade (achievement tests)
Demographics (optional)
 - Race/Ethnicity
 - Handedness
 - Primary Language
Referral (optional)
Personal (optional)
 - Marital status
 - Others in the home
 - Parent or guardian contact information
Others in the home (optional)
Language (optional)
Developmental history (optional)
Education (optional)
Health (optional)

Employment (optional)

aimswebPlus required (**), conditional (*), and not required data fields used on the platform include the following. The mandatory fields are required in order to maintain database integrity and align students with scores across a given school year and norm group.

1. School Year**
2. District ID**
3. District Name*
4. District Abbreviation
5. District NCESID
6. School ID*
7. School Name*
8. School Level*
9. School Abbreviation
10. School NCESID
11. Class ID*
12. Class Name*
13. Teacher Username*
14. Teacher ID*
15. Teacher First name*
16. Teacher Middle Name
17. Teacher Last Name*
18. Teacher Email*
19. Teacher Phone
20. Student ID*
21. State ID
22. Source ID
23. Student First Name*
24. Student Middle Name
25. Student Last Name*
26. Active
27. Entry Date
28. Exit Date
29. Student Email
30. Grade*
31. Entry Grade
32. Date of Birth*
33. Student ID Update
34. IEP – separate fields for reading, language arts, writing, math, and behavior
35. Gender*
36. Service Code*
37. ESL
38. Meal Status (Free/Reduced)
39. Ethnicity*
40. Section 504
41. After School
42. Correctional
43. Summer School

44. IDEA
45. Gifted/Talented
46. Autism
47. Deaf/Blindness
48. Emotional Disturbance
49. Hearing Impairment/Deafness
50. Intellectual Disability
51. Multiple Disabilities
52. Orthopedic Impairment
53. Other Health Impairment
54. Specific Learning Disability
55. Speech Language Impairment
56. Traumatic Brain Injury
57. Visual Impairment Blindness
58. Developmental Delay
59. Intervention Level
60. Mobility
61. Behavioral Disorder
62. User ID
63. User username

The following are the demographics ATP (NNAT3, TELL, DRA3) can store for Students and Users:
Student Data Collected:
Student School ID, Student District ID, FirstName, MiddleName, LastName Email, DOB, Gender, IsHispanicLatino, AmericanIndianOrAlaskaNative , Asian , BlackOrAfricanAmerican , NativeHawaiianOtherPacificIslander, White , GradeCode, Student Group Assignment, Start Date, End Date, EC Status, Meal Status, Service Code, ESEA Title, Migrant Education, Special Education IEP, Section 504, Gifted and Talented, After School, Correctional, Summer School, IDEA, Intervention Level, Mobility, Behavior Disorder, Languages Spoken at Home, First Language, Number of Years in US, Number of Years in ELL, Autism, Blindness, Deafness, Deaf-Blindness, Multiple Disabilities, Orthopedic Impairments, Other Health Impairments, Specific Learning Disabilities, Developmental Delay, Emotional Disturbance, Hearing Impairment, Intellectual Disability, Speech or Language Impairment, Traumatic Brain Disorder, Visual Impairment

User Data Collected:
Staff Number, LastName, FirstName, Email, SchoolCode, Start Date End Date, User Group Assignment

Required Data Elements:
Student:
Student School Identifier, Firstname, LastName, Start Date, Gender, DOB, Grade

User:
Username, Firstname, Lastname, Email, Role

The following are the demographics Review360 can store for Students, Parents, and Users:
Student Data Collected:
StudentNumber, LastName, FirstName, StudentEmail, StudentPhoneNumber, DOB, Gender, IsHispanicLatino, AmericanIndianOrAlaskaNative , Asian , BlackOrAfricanAmerican , NativeHawaiianOtherPacificIslander, White , IsEsl, IsBilingual, IsSpecialEd, Is504, IEPDate, Homeless, FosterCare, EnglishLanguageLearner, MealStatus, SchoolCode, GradeCode, OrthopedicImpairment, OtherHealthImpaired, HearingImpairment, VisualImpairment,

Deafness, DeafBlind, IntellectualDisability, EmotionalDisturbance, SpecificLearningDisabilities, SpeechOrLanguageImpairment, Autism, MultipleDisabilities, DevelopmentalDelay, TraumaticBrainInjury, NoncategoricalEarlyChildhood, StudentCourseAssignment, Teacher names

Parent Data Collected:
GuardianType, GuardianLastName, GuardianFirstName, GuardianEmail, GuardianAddress1, GuardianAddress2, GuardianCity, GuardianState, GuardianZip, GuardianHomePhone, GuardianMobilePhone, GuardianWorkPhone, GuardianFax

User Data Collected:
EmployeeNumber, LastName, FirstName, Email, SchoolCode, UserType, UserCourseAssignment

Review360 can limit to the following required fields for Student and User records:
Student: StudentNumber, LastName, FirstName, Gender, SchoolCode, GradeCode
User: EmployeeNumber, LastName, FirstName, Email, SchoolCode, UserType

3. What is the purpose of collecting student data?

The products in scope collect, process and store the data for administering, scoring, and reporting on school and clinical assessments.

4. What third pares does the company partner with who may receive student data in any format?

The products in scope use Amazon Web Services (AWS) for Cloud Computing Services (hosting); however, AWS cannot access customer data since Pearson manages and maintains encryption keys.

5. What is the purpose of the third-party partners?

Amazon Web Services (AWS) is used for Cloud Computing Services (hosting).

6. Please provide:

Current quote:

aimswebPlus licenses are $7/per student.

Tiered pricing for future purchases:

Minimum order requirement is $300 each year. No tiered pricing.

Name and email for contract noces:

Sarah Kruse, Assessment Consultant; sarah.kruse@pearson.com

Name and tle of person who will sign the contract:

Randall T. Trask, SVP for Clinical Assessment

Does the system allow integration for rostering?

Yes, rostering is available. The data management services for aimsweb®Plus enable districts and schools to import and export certain data to and from their student information system (SIS). Data management services Clever and ClassLink are available with aimswebPlus. What types of data?

Imported data generally includes student information for rostering (such as student name, ID, school, grade, classroom, teacher, etc.)

Exported data can include certain types of student results data from aimswebPlus.

These exports and imports can take the form of automated or manual services depending on what best meets your needs. As you close out one school year and prepare for the next, consider which import and export options would best serve you.

Included with subscription	
Manual import » Upload .txt file	**Integrated rostering services** » New York's RicOne (ricone.org) » Michigan's Data Hub (22itrig.org/activities/data-integration/) » Powerschool » Other integrations will be announced as offerings are expanded
Automatic Import	
Automated Batch Import (ABI) » Allows districts and schools to provide a nightly roster file via secure FTP that is automatically uploaded into aimswebPlus	
Automated syncing with Clever » Allows SIS and aimswebPlus to be in sync automatically and in real time, based on the daily changes in the SIS	

Exhibit B

Pearson

aimswebPlus

aimswebPlus is a tool for teachers and educational teams in MTSS/RTI and special education contexts. aimswebPlus offers nationally-normed, skills-based benchmark assessments and progress monitoring integrated into one application across reading and math domains with additional add-on measures across dyslexia and behavior/social-emotional skills. aimswebPlus informs daily instruction and provides growth results to caregivers and district/state audiences in reading and math achievement using curriculum-based assessment and standards-aligned content for students in PreK through Grade 12. Additionally, aimswebPlus links to instructional resources to support growth in reading, writing, and math skills. aimswebPlus uncovers learning gaps quickly, identifies at-risk students, and assesses growth at the individual and group levels.

See our Guidance on using this assessment remotely.

Test forms & reports

Booklets, record forms, answer sheets, report usages & subscriptions   8 options
From **$1.00**

Training

Onsite, virtual & on-demand trainings   20 options
From **$410.80**

All products

All tests & materials o ered for aimswebPlus   28 options
From **$1.00**

aimswebPlus Complete New Qty 1 (Digital)

Qty$7.00 | 1 |

AIMPLSCSUB

Qualification Level **B**

For new aimswebPlus customers. Price per student per year. Enter number of students.

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aimswebPlus Unlimited

A103000307368

Qty | 1 | $4,995.00

Qualification Level   **B**

This subscription is available for districts with enrollment of 2,500 students or less. It includes all aimswebPlus measures and the Shaywitz Dyslexiascreen, BASC-3 BESS Teacher and Student forms, WriteToLearn and RAN Objects, Colors and Shapes add-ons for one at price per year.

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aimswebPlus BASC-3 BESS Teacher Form Qty 1 (Digital)

0150050364

Qty | 1 | $1.30

Qualification Level   **B**

Add on for any new or renewing aimswebPlus subscription. Price per student per year. Enter number of students.

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aimswebPlus BASC-3 BESS Student Form Qty 1 (Digital)

A103000200518

Qty | 1 | $1.30

Qualification Level   **B**

Add on for any new or renewing aimswebPlus subscription. Price per student per year. Enter number of students.

aimswebPlus Shaywitz Dyslexiascreen Qty 1 (Digital)

Qty$1.30 | 1 |

0150021860

Qualification Level **B**

Add-on for any new or renewing aimswebPlus subscription. Price per student per year. Enter number of students. Shaywitz DyslexiaScreen training is required if the Shaywitz DyslexiaScreen add-on is purchased and if no other aimswebPlus training is purchased.

aimswebPlus Rapid Automatized Naming (Digital)

Qty | 1 | $1.30

A103000221674

Qualification Level   **A**

Add-on for any new or renewing aimswebPlus subscription. Price per student per year. Enter number of students. Includes RAN Objects, Colors and Shapes.

aimswebPlus SSIS-SEL Diagnostic and Intervention Package (Digital)

Qty | 1 | $3.50

A103000257700

Qualification Level **B**

Add on for any new or renewing aimswebPlus subscription. Price per student per year. Enter number of students. Includes: Screening and Progress Monitoring Scales (Digital), Rating Forms (Digital),
Classwide Intervention Program (CIP, Digital), SEL Professional Development Course (Digital) and Manuals (Digital)

[aimswebPlus Account Management Live Webinar 3 Hours](#)

6000653

Qualification Level **A**

This 3-hour session covers the essentials of a successful implementation of aimswebPlus within district and school systems. Participants will learn about the necessary technology, account settings and set-up, materials, and training and resources that are key to success. This session will also include information about the data that will be available once students are assessed. Price includes up to 30 people per session.

Training orders will be processed within 5-7 business days of order placement. A training consultant will contact you to coordinate your training. Training dates are scheduled no earlier than 5 weeks from order placement.

Qty [1] $2,184.00

View full training details

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aimswebPlus Benchmarking Essentials Live Webinar 3 Hours

6000651

Qualification Level **A**

This 3-hour session covers the essentials of using aimswebPlus for benchmarking students. Participants will learn how to navigate the platform and to administer assessments. Hands-on practice with benchmark test administration will be available throughout the session if local devices are available. Price includes up to 30 people per session.

Training orders will be processed within 5-7 business days of order placement. A training consultant will contact you to coordinate your training. Training dates are scheduled no earlier than 5 weeks from order placement.

Qty [1] $2,184.00

View full training details

aimswebPlus Benchmarking Data Utilization Live Webinar 3 Hours

A103000238244

Qualification Level **B**

In this 3-hour session, participants will learn how norm and criterion referenced data in aimswebPlus is interpreted. Participants will also examine the data on the benchmarking reports and for what purpose each is used. Hands-on practice with report generation is available throughout the session if local devices are available. Price includes up to 30 people per session.

Training orders will be processed within 5-7 business days of order placement. A training consultant will contact you to coordinate your training. Training dates are scheduled no earlier than 5 weeks from order placement.

Qty [1]

$2,184.00

View full training details

aimswebPlus Progress Monitoring Essentials Live Webinar 3 Hours

6000652

Qualification Level **A**

In this 3-hour session, participants will learn the essentials of using aimswebPlus for progress monitoring students. Participants will also learn how to navigate within the platform and to administer monitoring measures as well as how to use survey-level assessment to create schedules including goals. Hands-on practice with survey-level assessment, schedule setup, and data collection will be available throughout the session if local devices are available. Price includes up to 30 people per session.

Training orders will be processed within 5-7 business days of order placement. A training consultant will contact you to coordinate your training. Training dates are scheduled no earlier than 5 weeks from order placement.

Qty [1] $2,184.00

View full training details

aimswebPlus Progress Monitoring Data Utilization Live Webinar 3 Hours

A103000238246

Qualification Level **B**

In this 3-hour session, participants will learn about how norm-referenced and trend data on monitoring reports are interpreted. Participants will also learn how to use data to make decisions for students receiving intervention. Hands-on practice with report generation will be available throughout the session if local devices are available. Price includes up to 30 people per session.

Training orders will be processed within 5-7 business days of order placement. A training consultant will contact you to coordinate your training. Training dates are scheduled no earlier than 5 weeks from order placement.

Qty [1] $2,184.00

View full training details

aimswebPlus with BASC-3 BESS add-on Live Webinar 3 Hours

A103000223222

Qualification Level **B**

In this 3-hour session, participants will learn why and how to complete the BASC-3 BESS as well as how to administer the BASC-3 BESS to students. Participants will learn how to put data to use by analyzing risk and determining a plan for action within a school system. Hands-on practice with administration and report generation will be available throughout the session if local devices are available. Price includes up to 30 people per session.

Training orders will be processed within 5-7 business days of order placement. A training consultant will contact you to coordinate your training. Training dates are scheduled no earlier than 5 weeks from order placement.

Qty [1] $2,184.00

View full training details

aimswebPlus with SSIS SEL add-on Live Webinar 3 Hours

A103000223226

Qualification Level **B**

This 3-hour session covers how to complete the SSIS SEL ratings and how to put data to use by analyzing risk and determining a system plan of action. Hands-on practice with administration and report generation will be available throughout the session if local devices are available.
Price includes up to 30 people per session.

Training orders will be processed within 5-7 business days of order placement. A training consultant will contact you to coordinate your training. Training dates are scheduled no earlier than 5 weeks from order placement.

Qty [1]

$2,184.00

View full training details

[aimswebPlus with Shaywitz DyslexiaScreen and Rapid Automatized Naming (RAN) add-ons Live Webinar 3 Hours](#)

A103000223227

Qualification Level **B**

This 3-hour session covers how to complete the Shaywitz DyslexiaScreen ratings and how to use the Dyslexia Probability Calculator option. The Rapid Automatized Naming measures may also be included if needed. Participants will learn how to put data to use by analyzing risk and determining a system plan of action. Hands-on practice with administration and report generation will be available throughout the session if local devices are available. Price includes up to 30 people per session.

Training orders will be processed within 5-7 business days of order placement. A training consultant will contact you to coordinate your training. Training dates are scheduled no earlier than 5 weeks from order placement.

Qty [1]

$2,184.00

[View full training details](#)

[aimswebPlus Benchmarking Essentials and Progress Monitoring Essentials Live Webinar 6 Hours](#)

A103000072170

Qualification Level **B**

This 6-hour session provides the basics of using aimswebPlus for benchmarking and progress monitoring students. Participants will learn how to navigate the platform and to administer assessments. They will also learn about using survey-level assessment and creating schedules including goals. Hands-on practice with survey-level assessment, schedule setup, and data collection is available throughout the session if local devices are available. Price includes up to 30 people per session.

Training orders will be processed within 5-7 business days of order placement. A training consultant will contact you to coordinate your training. Training dates are scheduled no earlier than 5 weeks from order placement.

Qty 1 $4,160.00

aimswebPlus Benchmarking Data Utilization and Progress Monitoring Data Utilization Live Webinar 6 Hours

A103000072169

Qualification Level **B**

In this 6-hour session, participants will learn about how norm and criterion referenced data in aimswebPlus is interpreted. Participants will also examine the data on the benchmark reports and for what purpose each is used as well as learn about how norm-referenced and trend data on progress monitoring reports are interpreted. Prepare to put data to use in decisions for students receiving intervention. Hands-on practice with report generation will be available throughout the session if local devices are available. Price includes up to 30 people per session.

Training orders will be processed within 5-7 business days of order placement. A training consultant will contact you to coordinate your training. Training dates are scheduled no earlier than 5 weeks from order placement.

Qty 1 $4,160.00

aimswebPlus Benchmarking Essentials and Benchmarking Data Utilization Live Webinar 6 Hours

A103000223231

Qualification Level **B**

In this 6-hour session, participants will learn the essentials of using aimswebPlus for benchmarking students as well as how to put data to use. This session also covers how norm and criterion referenced data in aimswebPlus is interpreted once benchmarking data is available. Hands-on practice with benchmarking test administration and report generation will be available throughout the session if local devices are available. Price includes up to 30 people per session.

Training orders will be processed within 5-7 business days of order placement. A training consultant will contact you to coordinate your training. Training dates are scheduled no earlier than 5 weeks from order placement.

Qty | 1 | $4,160.00

View full training details

aimswebPlus Progress Monitoring Essentials and Progress Monitoring Data Utilization Live Webinar 6 Hours

A103000072168

Qualification Level **B**

In this 6-hour session, participants will learn the essentials of using aimswebPlus for progress monitoring students. Participants will also learn how to navigate within the platform and to administer monitoring measures as well as how to use survey-level assessment and create schedules including goals. This session also examines how norm-referenced and trend data on monitoring reports are interpreted and how to put data to use in decisions for students receiving intervention. Hands-on practice with survey-level assessment, schedule setup, data collection, and report generation will be available throughout the session if local devices are available. Price includes up to 30 people per session.

Training orders will be processed within 5-7 business days of order placement. A training consultant will contact you to coordinate your training. Training dates are scheduled no earlier than 5 weeks from order placement.

Qty | 1 | $4,160.00

View full training details

aimswebPlus Benchmarking Data Utilization and Progress Monitoring Data Utilization In Person 6 Hours

A103000223229

Qualification Level **B**

In this 6-hour session, participants will learn about how norm and criterion referenced data in aimswebPlus is interpreted. Participants will also examine the data on the benchmark reports and for what purpose each is used as well as learn about how norm-referenced and trend data on progress monitoring reports are interpreted. Prepare to put data to use in decisions for students receiving intervention. Hands-on practice with report generation will be available throughout the session if local devices are available. Price includes up to 30 people per session.

Training orders will be processed within 5-7 business days of order placement. A training consultant will contact you to coordinate your training. Training dates are scheduled no earlier than 5 weeks from order placement.

Qty [1] $7,280.00

View full training details

aimswebplus Benchmarking Essentials and Benchmarking Data Utilization In Person 6 Hours

A103000224782

Qualification Level **B**

In this 6-hour session, participants will learn the essentials of using aimswebPlus for benchmarking students as well as how to put data to use. This session also covers how norm and criterion referenced data in aimswebPlus is interpreted once benchmarking data is available. Hands-on practice with benchmarking test administration and report generation will be available throughout the session if local devices are available. Price includes up to 30 people per session.

Training orders will be processed within 5-7 business days of order placement. A training consultant will contact you to coordinate your training. Training dates are scheduled no earlier than 5 weeks from order placement.

Qty [1] $7,280.00

View full training details

aimswebPlus Benchmarking Essentials and Progress Monitoring Essentials In Person 6 Hours

PPDAIMPLSOSTRNG

Qualification Level **A**

This 6-hour session provides the basics of using aimswebPlus for benchmarking and progress monitoring students. Participants will learn how to navigate the platform and to administer assessments. They will also learn about using survey-level assessment and creating schedules including goals. Hands-on practice with survey-level assessment, schedule setup, and data collection is available throughout the session if local devices are available. Price includes up to 30 people per session.

Training orders will be processed within 5-7 business days of order placement. A training consultant will contact you to coordinate your training. Training dates are scheduled no earlier than 5 weeks from order placement.

Qty [1] $7,280.00

View full training details

aimswebPlus Progress Monitoring Essentials and Progress Monitoring Data Utilization In Person 6 Hours

A103000223219

Qualification Level **B**

In this 6-hour session, participants will learn the essentials of using aimswebPlus for progress monitoring students. Participants will also learn how to navigate within the platform and to administer monitoring measures as well as how to use survey-level assessment and create schedules including goals. This session also examines how norm-referenced and trend data on monitoring reports are interpreted and how to put data to use in decisions for students receiving intervention. Hands-on practice with survey-level assessment, schedule setup, data collection, and report generation will be available throughout the session if local devices are available. Price includes up to 30 people per session.

Training orders will be processed within 5-7 business days of order placement. A training consultant will contact you to coordinate your training. Training dates are scheduled no earlier than 5 weeks from order placement.

Qty [1] $7,280.00

View full training details

aimswebPlus Train-the-Trainer 12-month Membership On Demand

A103000238247

Qualification Level **B**

In this on-demand option, participants will learn the essentials of using aimswebPlus for benchmarking and progress monitoring. This o ering will cover e   cient navigation in the aimswebPlus platform as well as how to use data to make informed decisions for students. Participants who need to develop management skills can learn about the necessary technology, account settings and set-up, materials, and training and resources that are key to success. This membership includes additional supports and materials appropriate for the use of local aimswebPlus trainers.

Training orders will be processed within 5-7 business days of order placement. On-demand training is accessed via a welcome email sent to the email address associated with the order.

Seats [1] $826.80

View full training details

Shaywitz DyslexiaScreen On aimswebPlus Training On Demand 1 Hour*

0150021259

Qualification Level **A**

In this 1-hour on-demand session, participants will learn about the de nition, symptoms, and neurobiology of dyslexia and how to apply this information to an assessment work ow that ts the district's needs. Participants will also see how Shaywitz DyslexiaScreen ratings can help to identify risk as well as meet state dyslexia screening mandates. Participants are eligible to earn a certi cate of attendance and will have access to this course for one year. Price includes up to 30 people per session.

Training orders will be processed within 5-7 business days of order placement. On-demand training is accessed via a welcome email sent to the email address associated with the order.

*If you have purchased aimswebPlus training in the last 12 months, you do not need to purchase this training. Contact AWonlinelearning@pearson.com to request access.

Seats [1] $520.00

View full training details

aimswebPlus Learning Academy 12-month Access On Demand

PPDAIMONLNTRNG12M

Qualification Level **A**

Participants will learn the essentials of using aimswebPlus for benchmarking and progress monitoring. This training will cover e cient navigation in the aimswebPlus platform as well as how to use data to make informed decisions for students. Participants who need to develop management skills can learn about the necessary technology, account settings and set-up, materials, and training and resources that are key to success.

Training orders will be processed within 5-7 business days of order placement. On-demand training is accessed via a welcome email sent to the email address associated with the order.

Seats [1] $410.80

View full training details

[aimswebPlus Live Question and Answer Virtual 1 Hour](#)

PPDAIMWOLCTRNG

Qualification Level **A**

Price includes up to 30 people per session. This 1-hour Q&A session supports participants who have attended a previous session or are familiar with the assessment. A Pearson expert will meet with participants to address follow-up questions and support speci c assessmentrelated needs. To use the hour e ciently, participants may submit questions in advance. Q&A sessions do not include handouts or slides.

Training orders will be processed within 5-7 business days of order placement. A training consultant will contact you to coordinate your training. Training dates are scheduled no earlier than 5 weeks from order placement.

Qty | 1 | $520.00

[View full training details](#)

aimswebPlus Spelling Grades 4-12 with Pattern
Inventory and Analysis Tool (PIAT) (Digital)   Qty | 1 | $1.00

A103000369529

Qualification Level **B**

Add on for any new or renewing aimswebPlus subscription. Price per student per year. Enter number of students.

1 - 28 of 28 results

Overview   Product Details   Resources   FAQs   Partners   Webina

Age range: Measures and norms for grades K–8; May roster PreK using kindergarten measures and norms; May roster grades 9–12 using grade 8 measures and norms.

Completion time: Progress Monitoring measures are brief and vary from 1–7 minutes. Benchmarking administration time (i.e., interim assessment) varies depending on grade level and measures selected (see Resources tab, Assessment Matrix document).

Administration: Online   test administration for measures in grades 2–12. Digital record forms with some paperand-pencil test booklets for grades K–1.
Digital record forms for Oral Reading Fluency for grades 1–12.

Scoring options: Browser-based and/or manual score entry

Other languages: English and **Spanish**

Related Items

Review360

Developmental Reading Assessment | Third Edition

System requirements:
View system requirements

Telepractice: Guidance on using this test in your telepractice

Get started!

Login to the platform, or contact the sales team.

Log in to aimswebPlus

Contact Sales

Need Help?

Customer support
Complete this form or
+1 (866) 313-6194 option 1

Technical support
aimswebsupport@pearson
+1 (866) 313-6194 option 2
Mon. - Fri. | 6 a.m. to 6 p.m. CT

[SPELL-Links to Reading & Writing and SPELL-Links Class Links for Classrooms](#)

Exhibit C

Pearson Accessibility Conformance Report

WCAG Edition

(Based on VPAT® Version 2.4)

Name of Product: aimswebPlus

Report Date: 3/22/2022

Product Description: aimswebPlus is an online, browser-based benchmarking assessment, data management and reporting system used primarily by teachers to screen and monitor students' progress in reading and math.

Contact information: monica.lyons@pearson.com

Notes: This document has been completed based on the current tested and specified functionality of aimswebPlus.

"Voluntary Product Accessibility Template" and "VPAT" are registered service marks of the Information Technology Industry Council (ITI)

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Evaluation Methods Used: Evaluations were conducted by trained Accessibility Quality Assurance Engineers and included both automated and manual testing. Quality Assurance Engineers who are native users of blindness technologies participated in the evaluation. Current testing was conducted on Windows 10 on Chrome browser version 88. Assistive technology used during the evaluation included NVDA 2020 and a refreshable braille display.

Applicable Standards/Guidelines

This report covers the degree of conformance for the following accessibility standard/guidelines:

Standard/Guideline	Included In Report
Web Content Accessibility Guidelines 2.0	Level A (Yes) Level AA (Yes) Level AAA (No)
Web Content Accessibility Guidelines 2.1	Level A (Yes) Level AA (Yes) Level AAA (No)

Terms

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

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

WCAG 2.1 Report

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

Table 1: Success Criteria, Level A

Criteria	Conformance Level	Remarks and Explanations
1.1.1 Non-text Content (Level A)	Partially Supports	aimswebPlus supports text alternatives for the non-text content, including controls, input, sensory content, and images. Exceptions: The Google login has an unlabeled graphic. Graphs of score data do not include alternative text attribute.
1.2.1 Audio-only and Video-only (Prerecorded) (Level A)	Does Not Support	aimswebPlus does not currently include audio-only or video-only content within the platform, but support videos provided do not provide alternatives for audio and video-only content.
1.2.2 Captions (Prerecorded) (Level A)	Does Not Support	

Criteria	Conformance Level	Remarks and Explanations
		aimswebPlus does not currently include pre-recorded video content within the platform, but support videos provided do not provide captions.
1.2.3 Audio Description or Media Alternative (Prerecorded) (Level A)	Does Not Support	aimswebPlus does not currently include media within the platform, but support videos provided do not provide audio description or media alternatives.

Criteria	Conformance Level	Remarks and Explanations
1.3.1 Info and Relationships (Level A)	Does Not Support	aimswebPlus does not use a logical structure where most information and relationships can be programmatically determined. Data tables do not include appropriate attributes. The application lacks heading structure. PDFs of reports and test tickets are not tagged properly, do not demonstrate information and relationships, and do not read in a logical order.
1.3.2 Meaningful Sequence (Level A)	Supports	aimswebPlus presents content structured in a meaningful order.
1.3.3 Sensory Characteristics (Level A)	Supports	aimswebPlus does not rely on sensory information alone to convey meaning.
1.4.1 Use of Color (Level A)	Does Not Support	

Criteria	Conformance Level	Remarks and Explanations
		aimswebPlus relies on color, however icons that indicate editable fields for student profile data are indicated only using the colors red and green.
1.4.2 Audio Control (Level A)	Not applicable	aimswebPlus does not include audio.
2.1.1 Keyboard (Level A)	Does Not Support	Most aimswebPlus core functionality cannot be accessed by the keyboard.
2.1.2 No Keyboard Trap (Level A)	Supports	There are no keyboard traps in aimswebPlus.
2.1.4 Character Key Shortcuts (Level A 2.1 only)	Not Applicable	aimswebPlus does not require this capability for operation.
2.2.1 Timing Adjustable (Level A)	Supports	Timing can be adjusted on need basis.
2.2.2 Pause, Stop, Hide (Level A)	Not Applicable	aimswebPlus does not use moving or blinking content.

Criteria	Conformance Level	Remarks and Explanations
2.3.1 Three Flashes or Below Threshold (Level A)	Not Applicable	aimswebPlus does not use flashing content.
2.4.1 Bypass Blocks (Level A)	Does Not Support	aimswebPlus does not provide skip to content link.
2.4.2 Page Titled (Level A)	Does Not Support	aimswebPlus does not use unique page titles.

Criterion	Conformance Level	Remarks and Explanations
2.4.3 Focus Order (Level A)	Does Not Support	Many components in aimswebPlus do not receive focus in an order that preserves meaning.
2.4.4 Link Purpose (In Context) (Level A)	Does Not Support	There are several links in aimswebPlus that are not meaningful or are non-distinguishable for screen reader users.
3.1.1 Language of Page (Level A)	Supports	aimswebPlus uses language attributes.
3.2.1 On Focus (Level A)	Supports	Elements do not change when they receive focus.
3.2.2 On Input (Level A)	Supports	Changing the setting of any user interface component does not automatically cause a change of context.
3.3.1 Error Identification (Level A)	Partially Supports	Error messages are identified by assistive technology. Exception: Error message for required field is not spoken nor is focus taken to the field causing the error.
3.3.2 Labels or Instructions (Level A)	Partially Supports	Input fields are associated with its corresponding labels. Exception: The information icon / link does not have a meaningful label.
4.1.1 Parsing (Level A)	Supports	aimswebPlus is coded according to industry standards.

Criteria	Conformance Level	Remarks and Explanations
4.1.2 Name, Role, Value (Level A)	Partially Supports	Name, role, and value of interface elements are available to assistive technology. Exception: Expand / collapse is not identified as an actionable element or announced to the screen reader user.

Table 2: Success Criteria, Level AA

Criteria	Conformance Level	Remarks and Explanations
1.2.4 Captions (Live) (Level AA)	Not Applicable	There is no live media used in aimswebPlus.
1.2.5 Audio Description (Prerecorded) (Level AA)	Does Not Support	aimswebPlus does not currently include any prerecorded video content within the platform, but support videos provided do not provide audio description.
1.4.3 Contrast (Minimum) (Level AA)	Does Not Support	aimswebPlus interface text does not meet minimum color contrast ratio against its background color.
1.4.4 Resize text (Level AA)	Does Not Support	

Criteria	Conformance Level	Remarks and Explanations
		Zooming content or viewing in mobile layouts is not responsive and requires horizontal scrolling at 200% zoom or above.
1.4.5 Images of Text (Level AA)	Supports	aimswebPlus does not use any images of text to convey information to the user.
2.4.5 Multiple Ways (Level AA)	Does Not Support	AimswebPlus does not offer multiple ways to reach a page.
Criteria	Conformance Level	Remarks and Explanations
2.4.6 Headings and Labels (Level AA)	Supports	Page headings and labels are meaningful.
2.4.7 Focus Visible (Level AA)	Does Not Support	aimswebPlus does not provide a visible keyboard focus indicator for most elements.
3.1.2 Language of Parts (Level AA)	Not Applicable	aimswebPlus does not use language attributes for content parts.
3.2.3 Consistent Navigation (Level AA)	Supports	aimswebPlus uses consistent navigation.
3.2.4 Consistent Identification (Level AA)	Supports	aimswebPlus uses icons and buttons consistently.
3.3.3 Error Suggestion (Level AA)	Supports	aimswebPlus identifies and suggests fixes when users make errors.
3.3.4 Error Prevention (Legal, Financial, Data) (Level AA)	Supports	

		aimswebPlus reduces the risk of input errors for sensitive data.
4.1.3 Status Messages (Level AA 2.1 only)	Does Not Support	Status messages and dynamic page content are not communicated to screen reader users.

Legal Disclaimer (Pearson)

Pearson has made every attempt to ensure the accuracy and reliability of the information provided in this report as of the date of the report. We cannot guarantee that this Application is free from accessibility defects. The contents of this document are subject to change without notice. No contractual obligations are formed either directly or indirectly by this document, and this document shall not be interpreted to be included in any contract between the parties.