

SOFTWARE SERVICES AGREEMENT WITH STUDENT DATA BETWEEN ZEARN AND POUDRE SCHOOL DISTRICT R-1

This Software Services Agreement with Student Data (“Agreement”) is entered into as of the 26th day of June 2025, by and between Poudre School District R-1, a school district organized and existing under the laws of the state of Colorado (the “District”) and Zearn (the “Contractor”). The District and the Contractor are collectively referenced herein as the “parties.” In consideration of the mutual covenants and promises contained in this Agreement, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Term and Termination of Agreement.

- 1.1. This Agreement shall commence as of July 1, 2025 and shall continue through and including June 30, 2026, unless earlier terminated as provided herein.
- 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 1.1 and 1.2 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. For the avoidance of doubt, Zearn Math School Account licenses are deemed delivered upon the District receiving access. Consequently, Zearn does not accept refunds, either in full nor pro rata, in the event the District terminates the Agreement early.

2. Deliverables and Purchase Price.

- 2.1. The Contractor’s responsibility under this Agreement is to provide Software Services in the District in accordance with the scope of work set forth in the attached Exhibit **B** (hereinafter the “Services”).
- 2.2. The total cost for all Services under this contract as set forth on the attached Exhibit **B**, shall not exceed Seven Thousand Five Hundred Dollars and No Cents (\$7,500.00), due and payable thirty (30) days from receipt of Contractor’s invoice.
- 2.3. Additional Services purchases shall not exceed the pricing outlined in Exhibit **B**. If the District purchases additional Services, the District will be required to submit a new purchase order after receipt of Contractor’s Quote.

- 2.4. 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.
- 2.5. This Agreement in no way binds the District or District Schools to exclusive use of Contractor's Services. Discretion to utilize Services is under the direction of each District School Principal or Principal designee. District Principals or Principal designee will adhere to applicable laws, regulations, and District policies.
- 2.6. Fulfillment of Services under the terms and conditions set forth in this Agreement shall be through the issuance of a District purchase order or site-based purchasing card.
 - 2.6.1. The Contractor shall provide a quote for Services conforming to the pricing, which shall be payable by the District thirty (30) days after receipt of Contractor's invoice.
 - 2.6.2. District issued purchase orders are required for purchases greater than \$5,000.00.
 - 2.6.3. Services provided by Contractor without conforming to sections 2.1. 2.2, 2.3, and 2.6.2 of the Agreement shall be considered unauthorized and payment shall not be issued by the District.
 - 2.6.4. Direct communication with schools or sales must be approved by contact in section 11 of this agreement.
- 2.7. **Invoicing.** Contractor will provide invoices for the Services at the rate specified in **Exhibit B}**. Invoices for Services provided shall be submitted directly to accounts payable in the District's Finance department at ap@psdschools.org upon execution of this Agreement. Invoices for such Services shall include (a) the District location for which the licenses were provided, (b) description of licensing (including start and end dates of the license term), (c) and if issued, a purchase order number.
 - 2.7.1. Invoices will generally be paid within thirty (30) days following the District representative's approval.
 - 2.7.2. Invoices received that do not conform to the scope of this Agreement will not be approved, the District will notify the Contractor in writing, and the District will not be responsible for covering associated costs.
 - 2.7.3. The District is a political subdivision of the State of Colorado and considered a governmental entity for tax classification purposes. The District is exempt from city, county, and state sales tax. The District's state tax exempt number is 98-03335 and the District's Federal Tax Identification Number (TIN) is 84-6013733.
 - 2.7.4. The District utilizes the PaymentWorks vendor portal to collect, validate, and manage vendor information. The service provider must complete the

registration process in the portal and be approved by the District prior to the issuance of a purchase order.

- 2.8. The Contractor grants the District a non-exclusive, non-transferable, non-sublicenseable license to access and use, and permit authorized users to access and use the Services solely in the United States during the term of the Agreement.
- 2.9. 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.
- 2.10. 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.
- 2.11. 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) within 30 days of termination or expiration of the Agreement, shall securely destroy all personally identifiable student 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 ("Subcontractors") as identified in Exhibit A 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. **Accessibility.** The Contractor shall comply with and the Services provided under this agreement shall substantially conform with all applicable provisions of §§24-85-101, *et seq.*, C.R.S., and the *Accessibility Standards for Individuals with a Disability*, as established by the State of Colorado's Governor's Office of Information Technology pursuant to Section §24-85-103 (2.5), C.R.S. The Contractor shall also substantially conform with all State of Colorado technology standards related to technology accessibility and with Level AA of the

most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards. The Contractor will provide the District with its Guide to Assistive Technology and provide guidance to the District regarding accommodations for users.

(https://webassets.zearn.org/Implementation/Guide_to_Assistive_Tech.pdf)

8.1. The Contractor shall ensure compliance by providing a Voluntary Product Accessibility Template (VPAT) or similar document, provided the District provided a signed Non-disclosure Agreement to Contractor.

8.2. If the Contractor is not compliant with what is stated and agreed upon in this section **{8}** and the provisions of §§24-85-101, *et seq.*, C.R.S., and the *Accessibility Standards for Individuals with a Disability*, and as a result, the District is fined for such noncompliance, the Contractor agrees to compensate the District in full the amount of any and all related fines.

8.2.1. Payment shall be made within 30 days of receipt of an invoice in accordance with the payment instructions received with the invoice.

8.2.2. Delinquent balances of 90 days or more will be sent to a third-party accounts receivable collection agency.

8.3. To the extent Contractor is found by a court of law or regulatory body to be in noncompliance with accessibility standards adopted by the Office of Information Technology pursuant to C.R.S. § 24-85-103, or in the situation where the District is found liable and it is directly found to be the result of Contractor's noncompliance with the requirement under C.R.S. §§ 24-85-10, the Contractor agrees to indemnify, hold harmless, and assume liability on behalf of the District for all costs, expenses, claims, damages, liabilities, court awards, attorney fees and related costs, and any other amounts incurred by the District resulting from Contractor's non-compliance. The District agrees to provide Contractor with reasonable notice of any claim or allegation of noncompliance it receives related to services provided by Contractor. Contractor and the District agree to work together to develop a remediation plan in response to the claim or allegation. Contractor shall have the opportunity to and work in good faith with the District to remediate the non-compliance.

8.4. If Contractor has provided this information by the time of contract execution, it is contained in Exhibit C, hereby attached and made part of this Agreement.

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

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

9.2. The Contractor agrees to take proper steps to ensure the security of the device in which

they connect to the District's systems remotely. The Contractor agrees not to copy

information accessed remotely to local devices and or portable devices. Printing information is not permitted unless specific authorization has been granted.

- 9.3. The Contractor shall not share passwords, codes, credentials or user accounts with others.
- 9.4. The Contractor shall have a valid and up-to-date antivirus agent installed to ensure protection against malware and viruses upon connection to the District network.
- 9.5. The Contractor acknowledges that if the District determines in its discretion that remote access has been compromised by unauthorized parties, or that remote access has been misused, the Contractor's access will be disabled or terminated immediately.

10. Remedies. If Contractor fails to comply with any of the foregoing requirements 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.

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
Attn: Strategic Sourcing &
Contracting
2407 LaPorte Avenue
Fort Collins, CO 80521
E-mail: contracts@psdschools.org

Zearn
Attn: Zearn Legal
P.O. Box 24580
New York, NY 100087
Email: Partnercontracts@Zearn.org

12. Insurance.

Contractor, 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. 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.

Contractor shall furnish the District 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. Such

certificates shall specifically state the inclusion, or the coverages and the provisions set forth

herein and 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 and extended reporting periods shall be procured to maintain such continuous coverage. Receipt, review, or acceptance by the District of any insurance policies or certificates of insurance required by this Agreement shall not be construed as a waiver or relieve the Contractor 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 named as an additional insured or covered as an additional insured by way of a blanket endorsement and shall be insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Agreement.

Technology Errors & 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. Contractor 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 Contractor’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.

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' 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.

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.
- 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.
- 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. Venue for the resolution of any disputes arising out of or relating to the Contract shall be in Larimer County, 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. **Severability Clause.** Should any provision of this Agreement be determined to be void, invalid, unenforceable or illegal for whatever reason, such provision(s) shall be null and void; provided, however, that the remaining provisions of this Agreement shall be unaffected thereby and shall continue to be valid and enforceable.
- 15.11. **Attorney Fees and Costs.** In the event it becomes necessary for either party to institute litigation to enforce any provision of this Agreement, the substantially prevailing party in such litigation shall receive, as part of any judgment or award entered, its reasonable attorney fees and costs, including expert witness fees.
- 15.12. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, legal representatives, successors and permitted assigns.
- 15.13. **Headings.** The headings used in this Agreement are for convenience only and shall have no effect upon the construction or interpretation of this Agreement.
- 15.14. **Entire Agreement.** This Agreement constitutes the entire Agreement of the parties regarding the subject matter addressed herein and supersedes all prior Agreements, whether oral or written, pertaining to said subject matter.
- 15.15. **Signatures.** This Agreement may be executed and delivered via portable document format (pdf), and the pdf signature of any party shall be considered valid, binding, effective and an original for all purposes. This Agreement may be signed in counterparts, and each counterpart shall be deemed an original, and all the counterparts taken as a whole shall constitute one and the same instrument.
- 15.16. **Warranty of Authority.** The individuals signing below represent and warrant that they have the authority to execute this Agreement on behalf of their respective organizations and bind their respective organizations to the terms of this Agreement.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

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

ZEARN



By: _____

Lia M. Brooks
General Counsel

POUDRE SCHOOL DISTRICT R-1



By: _____

R. David Montoya
Chief Finance Officer



By: _____
Julie Chaplain (Oct 24, 2025 09:34:51 MDT)

Julie Chaplain, PhD
Assistant Superintendent

EXHIBIT A



STUDENT DATA INFORMATION REQUEST FOR SOFTWARE SERVICES

Colorado's Student Data Transparency and Security Act [*C.R.S. Section 22-16-101 et seq.*] requires Poudre School District (PSD) to set forth certain contractual requirements before agreeing to the use of products that share student data. Due to the specificity of this language, PSD has opted to use its own contract to ensure compliance and alignment with the law and U.S. Department of Education recommendations regarding National Institutes of Standards and Technology Guidelines for Media Sanitization.

The law defines Student Identifiable Data as all items which are collected, maintained, generated, or inferred through use of the service, which includes metadata. This means any data element in the software's data table that can be connected to a student must be transparently identified along with how the data will be used. Because this may be different from what the company has reported under the Family Educational Rights and Privacy Act (FERPA), the District recommends pulling the data table to include all data elements.

Please provide the following information to facilitate the contracting process:

1. Detailed, formal description of product and scope of work to be completed.
 - *Descriptions should not include wording such as "most used" or "used by X number of schools."*
 - *Service descriptions should be detailed and free of sales language so it's clear what's being purchased.*

[Zearn Math School Account and On-Demand Professional Development license for the 2025-2026 school year.](#)

2. What student data is collected through use of the system?

- *List all student data that's collected, maintained, generated, or inferred through use of the service; this includes information created or collected by the company.*

[Please see attachment 1.](#)

<i>Student</i>	<i>Teacher</i>	<i>Admin</i>	<i>Meta Data</i>

3. What is the purpose of collecting student data?

The purpose of collecting the student data is to provide Zearn's services to the district and uses as noted in Zearn Terms of Use and Privacy Policy (Attachment 3).

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

- *This includes storage and vendors receiving encrypted data.*

See Attachment 2.

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

See Attachment 2.

6. Please provide:

- Current quote (if available)

See Attachment 4

- Tiered pricing for future purchases

Please contact info@zearn.org for pricing specific to your district

- Name and email for contract notices

Zearn.Legal.Partnercontracts@Zearn.org

- Name and title of person who will sign the contract

Lia.M.Brooks.General.Counsel--Partnercontracts@Zearn.org

- Does the system allow integration for rostering?

Yes No

If the above answer is yes, how is it completed?

[Clever](#), [Classlink](#), [Spreadsheet rostering](#)

The following pages contain an example that will serve as a guide for the company's IT team; these items are known as data tables or data dictionaries.

PSD must have specific information from the company in a separate document, which will become an exhibit to the contract. Links to online privacy policies will not be accepted; these policies must be transparently identified in a static document.

What Student Data is collected through the use of the system?

Data Collected	General Purpose of Data Collection
Access Time	User research to improve the experience & provide technical support
Assessment Scores	Used for teacher data collection
Badges Earned	Used for teacher data collection
Browser Type	User research to improve the experience & provide technical support
Browser Version	User research to improve the experience & provide technical support
Contest Points	Used for teacher data collection
Device ID	User research to improve the experience & provide technical support
Device Type & OS	User research to improve the experience & provide technical support
Game Time Earned	Used for teacher data collection
IEP Progress Percentage	Used for teacher data collection
IEP Standards Passed	Used for teacher data collection
IP Address	User research to improve the experience & provide technical support
Lesson Questions Correct/Incorrect	Used for teacher data collection
Lesson Scores	Used for teacher data collection
Machine Model	User research to improve the experience & provide technical support
Operating System	User research to improve the experience & provide technical support
Placement test scores	Used for teacher data collection
School Address	Required to support product functionality
School Fax Number	Optional
School Leader Email Address	Optional
School Leader First & Last Name	Optional
School Leader Password	Optional
School Leader Role	Optional
School Name	Required to support product functionality
School Phone Number	Required to support product functionality
Standard Mastery Percentage	Used for teacher data collection
Standards Mastered	Used for teacher data collection
Student Answers on Lesson	Used for teacher data collection
Student First & Last Name	Required to support product functionality
Student Grade Level	Required to support product functionality
Student ID number	Optional

Student Password	Required to support product functionality
Student Username	Required to support product functionality
Teacher Email Address	Required to support product functionality
Teacher First & Last Name	Required to support product functionality
Teacher Password	Required to support product functionality
Time on Lesson	Used for teacher data collection
Time Spent in Subjects	Used for teacher data collection
Time Spent on individual problems	Used for teacher data collection

What third-parties does the vendor partner with? Who may receive Student Data in any format?

Vendor	URL	Description
Rackspace	rackspace.com	Web hosting
Amazon AWS	aws.amazon.com	Web hosting
Wormly	wormly.com	Alerts and monitoring
Realtime	framework.realtime.com	Cloud based realtime messaging
Twilio	twilio.com	SMS messaging
Sendgrid	sendgrid.com	Email delivery
Mailchimp	mailchimp.com	Email list management
Clever	clever.com	Student rostering
Edmodo	edmodo.com	Student rostering
Oneroster	oneroster.com	Student rostering
Freshdesk	freshdesk.com	Customer support
Google Classroom	developers.google.com/classroom	Student rostering
Salesforce	salesforce.com	CRM

Attachment 1

Data Collected	General Purpose
Student First Name	Rostering
Student Last Name	Rostering
Student Login Name	To access Zearn Math Application
Student Password	To access Zearn Math Application
Student ID	Rostering
Student Grade	Rostering
Student's School ID	Rostering
Student's Classroom ID	Rostering
Teacher First Name	Rostering
Teacher Last Name	Rostering
Teacher Email	To access Zearn Math Application
Teacher Grade	Rostering
Zearn Role	To use Zearn Math Application
Teacher Title	Rostering
Teacher School ID	Rostering
Teacher Classroom ID	Rostering
School ID	Rostering
School Name	Rostering
School Address	Rostering
Classroom ID	Rostering
Classroom Name	Rostering
Classroom Grade	Rostering

Attachment 2

Zearn's third-party subprocessors

Zearn uses the personal information you share with us solely to provide our services to you. But in order to deliver our services, we rely on the following trusted third-party entities:

Amazon Web Services. We use AWS for cloud hosting and data analytics.

Dropbox. We use Dropbox as a secure file transfer tool for our School Account partners who opt-in to spreadsheet rostering.

Heroku Enterprise (a division of Salesforce). We use Heroku to host the Zearn.org application.

Fivetran. We use Fivetran as an ETL pipeline to transfer data from Heroku to AWS.

Zendesk. We use Zendesk to provide our customer support tool and as a helpdesk function.

We'll update this list from time to time, and you can find more information on our data collection practices [here](#).

<https://help.zearn.org/hc/en-us/articles/5373691318679-Privacy-and-third-party-sub-processors>

Attachment 3

Zearn Terms of Use and Privacy Policy

These Terms of Use govern your use of Zearn.org and materials, content, and the services we provide (collectively, "Services"), which are owned and operated by Zearn. By accessing or using our Services, any person who accesses or uses the Site ("you" or "your") agrees to be bound by the following Terms of Use and by our Privacy Policy available at <https://about.zearn.org/privacy> which is incorporated here by reference.

The Services are offered subject to your acceptance without modification of these Terms of Use. If you do not agree to these Terms of Use, you may not access or otherwise use the Services.

We reserve the right, at our discretion, to change these terms in the future. When we do, we will notify you by updating the date of these Terms of Use and posting it on this page of our site. We will also notify you by email of any material changes to these Terms of Use. Your continued access or use of the Services following any changes to the Terms of Use constitutes your acceptance of those changes.

Use of Services

SERVICES

Zearn operates a web-based platform that delivers content and provides educators and administrators of educational institutions—as well as parents if they are the adults setting up accounts for their children to use at home—with insight into their students' performance. In order to access and use portions of the Services, you will be required to register for an account. Zearn also offers the option for schools and/or districts to purchase a Zearn School Account that includes, but is not limited to, unlimited classroom sizes, administrative-level accounts, school or district-level reporting, dedicated support and roster set-up ("Zearn School Account"). Individual free accounts in the Services are subject to single classroom creation and classroom capacity limits. If you register for a Zearn School Account to use the Services on behalf of your educational institution, you will be required to agree to additional terms and conditions as the authorized representative of such educational institution (the "Zearn School Account Agreement"). If you have

registered for an individual account, and your school or district subsequently purchases a Zearn School Account covering your classroom, Zearn may deactivate your individual account and you may be required to log in using your School Account credentials.

PASSWORDS AND SECURITY

Some portions of the Services may be restricted to registered users or a subset of users, e.g. Zearn School Account holders. When you register for access to such restricted Services, you agree to submit and maintain accurate and complete information. If we suspect that your information is untrue, inaccurate, out-of-date, or incomplete, we may suspend or terminate your access to the Services or request additional information from you. When registering for access to restricted portions of the Services, you may be asked to select a personal, non-transferable password. You may also be asked to provide information that we will use to confirm your identity in the event you submit a request for a lost or forgotten username or password. You are solely responsible for all activities that occur under your password-protected account and for ensuring the protection of your account information. You agree to notify us immediately of any unauthorized use of your password or account or any other breach of security that is known or suspected by you. Password-protected accounts may not be shared or used by more than one individual. You agree that we may send to you in electronic form any notices or other communications regarding the Services.

INTELLECTUAL PROPERTY

We retain all right, title, and interest in and to the Services, including but not limited to text, graphics, logos, images, audio, music, audiovisual materials, downloadable printed materials, and software which are protected by applicable intellectual property laws, including United States and foreign copyright and trademark laws. Except as expressly permitted in these Terms of Use, no portion of the Services, including the trademarks and service marks, and copyrighted

materials may be used, displayed, distributed, published, shared, reverse engineered, decompiled, copied, or reproduced, nor any derivative works created, without the prior written consent from Zearn.

ZEARN®, Z-SQUAD®, ZEARN SQUAD®, TOWER OF POWER®, NUMBER GYM®, LEARNING LAB™, MATH CHAT™, FRACTION ACTION®, MULTIPLY MANIA®, MULTIPLY MAGIC®, ADDITION MAGICIAN®, ADDITION MAGICIAN RETURNS®, PAIR COMPARE®, MAKE AND BREAK®, NEXT STOP TOP®, MIX AND MATCH™, TOTALLY TIMES®, BLAST™, FORM TO FORM®, IMPOPPABLE®, THE COUNTING TRAIN®, HOP SKIP SPLASH®, SUM SNACKS®, BUNDLE THE SEA®, DISCOVERY CANYON®, COUNT THE COSMOS®, POLAR PLACE VALUES®, ZEARN PD®, ZEARN 101®, zearn , z , and ALL KIDS ARE MATH KIDS® are trademarks and service marks owned by Zearn.

You may not use, display, or reproduce Zearn's registered or unregistered trademarks without the prior written consent of Zearn. Further, you may not remove, obscure, or otherwise modify any copyright, trademark, confidentiality or other proprietary rights notices displayed on, embedded in, or otherwise appearing in any content offered by, viewed on, or received through this site or through the Services. All other trademarks identified and contained on this site or within the Services are the property of their respective owners and their use herein does not imply sponsorship or endorsement of their products or services.

Portions of Zearn Math are derivative of Eureka Math and licensed by Great Minds. ©2017-2020 Great Minds, Inc. Some rights reserved. Available at <https://greatminds.org/math/eurekamath>.

Eureka Math was created by Great Minds in partnership with the New York State Education Department and also released as EngageNY.

Portions of Zearn Math are derivative of Open Up Resources' 6-8 Math curriculum, which is available to download for free at openupresources.org and used under a Creative Commons ShareAlike 4.0 License (CC BY 4.0).

Portions of Zearn Math are also licensed under a Creative Commons Attribution-NonCommercial-ShareAlike 4.0 License (CC BY-NC-SA 4.0) at www.creativecommons.org/licenses/by-nc-sa/4.0/legalcode. ©2017 Great Minds, Inc. Some rights reserved. www.greatminds.org/math. The original work has been modified.

LICENSES

Zearn grants you a limited, personal, non-exclusive, non-transferable, revocable license to access and use the Services, and download and reproduce printable materials provided with the Services, for your personal, non-commercial use.

COPYRIGHT INFRINGEMENT

Zearn respects the intellectual property rights of others, and requires that the people who use the Services do the same.

If you believe that your work has been copied in a way that constitutes copyright infringement and is accessible on the Services, you may notify us by providing our copyright agent with the following information in writing:

1. Your name, postal address, telephone number and email address;
2. A description of the copyrighted work that you claim has been infringed;
3. A description of where the alleged infringing material is located, with a link, if possible;
4. A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
5. An electronic or physical signature of the person authorized to act on behalf of the owner of the copyrighted material; and

6. A statement made under penalty of perjury that the above information in your notice is accurate and that you are the copyright owner or are authorized to act on the copyright owner's behalf.

Our designated agent to receive notification of claimed infringement under the Digital Millennium Copyright Act of 1998 ("DMCA") is:

Zearn
General Counsel
2093 Philadelphia Pike #2282
Claymont DE 19703

USER SUBMISSIONS

Zearn does not solicit creative ideas or suggestions relating to products or marketing plans via the Services. If you do send such materials, including any concepts, know-how, notes, drawings or techniques, Zearn shall be free to use them for any purpose whatsoever, including but not limited to developing, manufacturing and marketing products. Zearn shall not be liable to you or to any person claiming any commercial or non-commercial rights related to our use or disclosure of any submission.

Liabilities

LIMITATIONS OF LIABILITY

In no event shall Zearn or its affiliates, or any of their respective directors, officers, employees, agents, representatives and suppliers (or their respective successors and assigns) be liable to you or any third party in contract, tort (including negligence) or otherwise for any direct, indirect, consequential, special, incidental or putative damages, including, but not limited to, loss of use, service interruptions and loss

of data, regardless of whether these parties had advance notice of the possibility of any such damages.

Zearn's total liability to you for any claim arising out of or relating to the services shall not exceed \$100. Some states do not allow the foregoing limitation of liability so they may not apply to you.

INDEMNITY

To the extent that state law allows, you agree to indemnify and hold Zearn and its directors, officers, employees and agents harmless from any loss, damage, liability or demand, including reasonable attorneys' fees, arising out of, resulting from or connected with the use of the Services and/or arising from your breach of these Terms of Use. We reserve the right to assume the exclusive defense and control of any matter for which you are required to indemnify us. You agree to cooperate with any reasonable requests to assist us in our defense of such matters.

RELEASE

In the event that you have a dispute with any user(s) of the Services, you release Zearn and its directors, officers, employees and agents from claims, demands, and damages (actual and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes. If you are a California resident, you waive California Civil Code 1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

Representations

USER REPRESENTATIONS

By using and/or registering for the Services, you represent that:

- You are an adult, parent or legal guardian or you are a school or district employee authorized by your education institution to create an account for the Services;
- You will use the Services in compliance with all applicable laws and regulations;
- Your registration information is accurate;
- You will keep your account credentials, including your user name and password, confidential and will be responsible for all use of your account. If you suspect any unauthorized use of your account, please contact us at privacy@zearn.org; and
- If you create an account on behalf of any student, you represent that you are authorized to accept these Terms of Use on their behalf, and agree to be responsible for ensuring that those student users comply with these Terms of Use.

In addition, you will not:

- Infringe on our or any third party's intellectual property or other proprietary personal or legal rights;
- Obtain or attempt to obtain unauthorized access to our systems, materials or information;
- Impersonate another user, misrepresent your affiliation with a person or entity, or attempt to hide your identity;
- Upload, post or otherwise transmit content that contains personally identifying information (including, but not limited to actual names, phone numbers, mailing addresses or e-mail addresses), derogatory, harmful, abusive, defamatory or unlawful content, content that is invasive of another's privacy or otherwise objectionable or commercial in nature;
- Use the Services in any manner that could damage, disable, impair or overburden the Services;
- Use the Services to gain any competitive advantage over Zearn;
- Reproduce, rent, sell, modify, translate, decompile, disassemble, reverse engineer or create derivative works of the Services; or
- Circumvent or disable any security or technological features or measures that protect the Services.

NO WARRANTIES

The Services are provided “as is”. Zearn makes no representations or warranties about the reliability, quality, suitability, availability, accuracy or completeness of the Services, and is not subject to liability for any delays or interruptions, viruses or other harmful components. You agree that your use of the Services is at your own risk. We reserve the right to modify, suspend or discontinue the Services at any time without notice. We further reserve the right, at any time without prior notice, to terminate your account and use of the Services for lack of use or if Zearn believes that you have violated these Terms of Use. You agree that we shall not be liable to you or any third party for such actions.

LINKS

We may provide links to other Web sites or resources. These links are provided solely as a convenience to you and inclusion of such links does not represent an endorsement by Zearn. We are not responsible for the content of any linked websites or resources, and make no representations regarding the accuracy of such websites or resources.

RESTRICTIONS

In compliance with the Children’s Online Privacy Protection Act (COPPA), we do not knowingly request or collect personally identifiable information from users under 13 years of age. Zearn collects personal information about students when it is provided by a parent or a school representative authorized to share the student’s information.

If you provide a child with access to the Services, you represent and warrant that you are the parent or legal guardian, or the educator or administrator of an educational institution and have obtained the necessary consents from the parent or legal guardian to provide such access.

Communications

NOTICE

By using the Services, you consent to receiving electronic communications from Zearn providing notices about your account and information concerning or related to the Services. You agree that any notice, agreements, disclosure, or other communications that we send to you electronically will satisfy any legal communication requirements, including that such communications be in writing.

QUESTIONS

Please direct any questions regarding these Terms of Use to:

privacy@zearn.org

Miscellaneous

HEADINGS

The headings identifying the sections and subsections of these terms of use are for reference only and do not define, modify, expand, or limit any of the terms or provisions herein.

GOVERNING LAW AND ARBITRATION

These Terms of Use are governed by the laws of the State of Delaware. Any controversy or claim arising out of or relating to these Terms of Use will be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Any such controversy or claim will be arbitrated on an individual basis, and will not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration will be conducted in Delaware, and judgment on the arbitration award may be entered into any court having jurisdiction thereof. The award of the arbitrator will be final and binding upon the parties without appeal or review except as permitted by Delaware law. Notwithstanding the

foregoing, either party may seek any interim or preliminary injunctive relief from any court of competent jurisdiction, as necessary to protect the party's rights or property pending the completion of arbitration.

If any portion of these terms is held to be unenforceable, the unenforceable portion shall be construed in accordance with applicable law to the greatest extent possible and the remainder of the provisions shall remain in full force and effect.

Zearn makes no representations that these materials are appropriate or available for use locations outside the United States of America.

State-Specific Notices

For California local educational agencies, pursuant to California Education Code Section 49073.1:

Definitions:

"Deidentified information" means information that cannot be used to identify an individual pupil.

"Pupil-generated content" means materials created by a pupil, including, but not limited to, essays, research reports, portfolios, creative writing, music or other audio files, photographs, and account information that enables ongoing ownership of pupil content. "Pupil-generated content" does not include pupil responses to a standardized assessment where pupil possession and control would jeopardize the validity and reliability of that assessment.

"Pupil records" means both of the following:

- i. Any information directly related to a pupil that is maintained by the local educational agency.
- ii. Any information acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a teacher or other local educational agency employee.

"Pupil records" does not mean any of the following:

- i. Deidentified information, including aggregated deidentified information, used by the third party to improve educational

products, for adaptive learning purposes, and for customizing pupil learning.

- ii. Deidentified information, including aggregated deidentified information, used to demonstrate the effectiveness of the operator's products in the marketing of those products.
- iii. Deidentified information, including aggregated deidentified information, used for the development and improvement of educational sites, services, or applications.

1. Zearn agrees and acknowledges that pupil records as defined in California Education Code Section 49073.1 are the property of and remain under the control of the local educational agency.
2. Zearn does not include any features by which pupils may enter pupil-generated content.
3. Zearn will never use any information from the pupil record for any purpose other than those required or specifically permitted by our Terms of Use or the Zearn School Account agreement, if applicable.
4. A parent, legal guardian or eligible pupil age 18 and older may review personally identifiable information in the pupil's record and correct erroneous information by contacting the school or district, which has the sole responsibility to access, amend and correct information through the classroom portal provided as part of Zearn.
5. Zearn maintains commercially reasonable security standards to help safeguard pupil records. These include encryption of data in transit and at rest, use of two-factor authentication to access the system, regular software security updates and additional network and physical security measures. In addition, Zearn staff members undergo annual privacy and security training.
6. In the event of an unauthorized disclosure of pupil records, Zearn will notify the school or district as required by law. In addition, Zearn shall provide the school or district with the name and contact information for a Zearn staff member who shall be available to assist the school or district in resolving obligations associated with any such incident.

7. Upon receipt of written notice, or if applicable, upon completion of the term of a Zearn School Account Agreement and with written authorization from the school or district, Zearn will delete pupil records. Zearn will provide written certification of such deletion upon request.
8. (A) In support of the school or district compliance with FERPA, the school or district appoints Zearn, and any third parties assisting Zearn in carrying out its responsibilities under the Terms of Use and, if applicable, Zearn School Account Agreement, as reasonably determined by Zearn, as a "school official" as that term is used in FERPA §§99.31(a)(1), and determines that Zearn, and any such third party, as appropriate, has a "legitimate educational interest," for the purpose of carrying out its responsibilities under the Terms of Use and Zearn School Account Agreement, if applicable. (B) Zearn acknowledges that it shall be bound by all relevant provisions of FERPA and agrees that personally identifiable information obtained from the school or district by Zearn in the performance of its responsibilities under the Terms of Use and Zearn School Account Agreement, if applicable, will not be disclosed to a third party unless that third party is assisting Zearn in carrying out its responsibilities.

Zearn acknowledges and agrees that personally identifiable information from pupil records shall not be used for the purpose of engaging in targeted advertising

For Connecticut local or regional boards of education, pursuant to Connecticut Public Act 16-189:

“Student information,” “student records” and “student-generated content” have the same definitions as appear in CT Public Act 16-189.

1. Student information, student records and student-generated content as defined in CT Public Act 16-189 are the property of and under the control of the school or district and not Zearn.
2. The local or regional board of education may request the deletion of student information or student records in the

possession of Zearn by sending a written request to Zearn. Zearn will delete the data as requested.

3. Zearn shall not use the student information or student records for any purposes other than those authorized pursuant to the Terms of Use and, if applicable, the Zearn School Account Agreement.
4. A student, parent or legal guardian of a student may review personally identifiable information contained in the student records and correct erroneous information, if any, in such student record by contacting the school or district, which may access and amend all such records via the classroom portal provided by Zearn.
5. Zearn maintains commercially reasonable security standards to help safeguard your student information. These include encryption of the data in transit and at rest, use of two-factor authentication to access the system, regular software security updates and additional network and physical security measures. In addition, Zearn staff members undergo annual privacy and security training.
6. In accordance with the provisions of Section 4 of CT Public Act 16-189, in the event of an unauthorized release, disclosure or acquisition of student information or student records, Zearn shall notify the local or regional board of education as soon as practicable, but no later than the period of time required in clauses (a) (1) or (2) of Section 4 of CT Public Act 16-189 (as applicable) after Zearn becomes aware of it.
7. Upon completion of the contracted services, and with the written request from the school or district that student information be deleted, Zearn shall delete the data. If no such request is received, personally identifiable information from pupil records will be destroyed in accordance with the Zearn Privacy Policy. Zearn does not include any features that allow for submission of student-generated content.
8. Zearn shall work with the local or regional board of education to ensure compliance with the Family Educational Rights and Privacy Act of 1974, 20 USC 1232g, as amended from time to time.

9. The laws of the state of Connecticut shall govern the rights and duties of the parties with respect to this section of the Terms.
10. Should any provision of these Terms be held invalid by a court of competent jurisdiction, the invalidity does not affect other provisions or applications of the Terms which can be given effect without the invalid provisions or application.

For Colorado local or regional boards of education, pursuant to Colorado Revised Statute 22-16-101, et seq.:

“Student personally identifiable information,” “school service contract provider”, “contracting public education entity” and “local education provider” have the same definitions as appear in CRS 22-16-101 et seq.

1. Zearn collects the following student personally identifiable information in order to provide its educational content and services to each student at the appropriate grade level and to facilitate reporting to teachers:
 - Student first and last name
 - *If shared with us: Student middle name or initial*
 - Student date of birth
 - Student grade
 - School name
 - District name
 - School Address
 - Student Information Systems ID
 - School MDR number
 - Teacher name
 - Teacher email
 - *If shared with us: Teacher identification*
 - Class name
 - *If shared with us: Class identification*
2. Zearn will provide notice when making material changes to its privacy policy

3. Zearn, through its classroom portal, shall facilitate access to and correction of any factually inaccurate student personally identifiable information by a contracting local education provider in response to a request for correction that the local education provider receives and responds to in accordance with section 22-16-112(1)(c).
4. In accordance with the provisions of CRS 22-16-108, upon discovering the misuse or unauthorized release of student personally identifiable information held by Zearn, a subcontractor, or a subsequent subcontractor, Zearn shall notify the contracting public education entity as soon as possible, regardless of whether the misuse or unauthorized release is a result of a material breach of the terms of the contract
5. Zearn's use of data complies with CRS 22-106-109. Zearn shall not use the student personally identifiable information for any purposes other than those authorized pursuant to the Terms of Use and, if applicable, the Zearn School Account Agreement. Zearn does not share or use student personally identifiable information for purposes of targeted advertising to students or to create a personal profile of a student other than for supporting purposes authorized by the contracting public education entity.
6. As required by CRS 22-106-110, Zearn maintains a comprehensive information security program that is reasonably designed to protect the security, privacy, confidentiality and integrity of student personally identifiable information. It makes use of appropriate administrative, technological and physical safeguards. These include encryption of the data in transit and at rest, use of two-factor authentication to access the system, regular software security updates and additional network and physical security measures.
7. During the term of a contract between Zearn and a public education entity, the contracting public education entity may request the destruction of a student's student personally

identifiable information that was collected, generated or inferred as a result of the contract. Zearn shall destroy the information as soon as practicable after the date of the written request unless provisions (a) or (b) of 22-16-110 applies.

8. Upon the termination of or the conclusion of the contracted services, and with the written request from the public education entity that student information be deleted, Zearn shall delete the data. If no such request is received, student personally identifiable information from school records will be destroyed in accordance with the Zearn Privacy Policy. Upon written request, Zearn will notify the public education entity of the date upon which all of the student personally identifiable information is destroyed.

For Illinois local educational agencies, pursuant to 105 ILCS 85/1 et. seq. (SOPPA):

“Covered information” has the same definition as appears in 105 ILCS 85, § 5.

1. Pursuant to the Federal Family Educational Rights and Privacy Act of 1974, Zearn is acting as a school official with a legitimate educational interest, is performing an institutional service or function for which the school would otherwise use employees, under the direct control of the school, with respect to the use and maintenance of covered information, and is using the covered information only for an authorized purpose and may not re-disclose it to third parties or affiliates, unless otherwise permitted under SOPPA, without permission from the school or pursuant to court order.
2. In the event of an unauthorized release of covered information attributable to Zearn (“breach”), Zearn will agree to reimburse the school for those reasonable costs and expenses incurred in investigating and remediating the breach, and as shall be agreed between the school and Zearn. Such costs and expenses may include: providing notification to the parents of those students

whose covered information was compromised and to the regulatory agencies or other entities as required by law or contract; reasonable legal fees, costs, fines, fees, or damages imposed against a school as a result of the breach; providing any other notifications or fulfilling any other requirements adopted by the State Board or of any other State or Federal laws.

3. Zearn must delete or return all covered information if the information is no longer needed for the purposes of providing the Services. Zearn will delete covered information in accordance with the timelines in Zearn's Privacy Policy, or upon written request from the school.
4. If the school maintains a website, these terms must be published on the school's website. If the school does not maintain a school website, the school must make these terms available for inspection by the general public at its administrative office.
5. In order to deliver the Services, Zearn relies upon certain third-party service providers who may have access to covered information, as described further in Zearn's Privacy Policy.

For New York educational agencies, pursuant to N.Y. Education Law § 2-d:

"Student data" has the same definition as appears in N.Y. Education Law § 2-d.

1. Zearn shall maintain the confidentiality of the shared student data or teacher or admin data in accordance with federal and state law and the educational agency's policy on data security and privacy.
2. Zearn will not use personally identifiable information collected for any purpose not explicitly authorized by these Terms of Use.
3. Zearn shall not disclose any personally identifiable information to any other party without the prior written consent of the parent or eligible student:
 - a. except for authorized representatives of the third-party contractor such as a subcontractor or assignee to the extent they are carrying out the contract and in compliance with state

and federal law, regulations and its contract with the educational agency; or

- b. unless required by statute or court order and the third-party contractor provides a notice of disclosure to the department, district board of education, or institution that provided the information no later than the time the information is disclosed, unless providing notice of disclosure is expressly prohibited by the statute or court order

4. Zearn does not sell personally identifiable information nor use or disclose it for any marketing or commercial purpose or facilitate its use or disclosure by any other party for any marketing or commercial purpose or permit another party to do so.
5. Zearn uses the following administrative, operational and technical safeguards and practices in place to protect personally identifiable information:
 - a. Zearn limits internal access to personally identifiable information to only those employees or subcontractors that need access to provide the contracted services.
 - b. Encryption of data in transit and at rest at 128-bit encryption or better.
 - c. Two-factor authentication prior to access to personal identifiable information.
 - d. Antivirus and malware software.
6. Any Zearn employee who has access to student data or teacher or principal data has received or will receive training on the federal and state law governing confidentiality of such data prior to receiving access.
7. Zearn shares personally identifiable information with third-party service providers solely for the purposes of providing the Services. To ensure student personal data is protected, Zearn reviews the data security practices of its third-party service providers and obtains written assurances and agreements from them.
8. Zearn maintains an internal incident response plan to manage data security and privacy incidents that implicate personally

identifiable information and to enable Zearn to notify educational agencies of unauthorized disclosure.

9. Zearn gives users control over the deletion of personal data through the product account dashboard, or by written request to privacy@zearn.org.

For Ohio educational agencies, pursuant to Ohio Rev. Code Ann. §§ 3319.325 et. Seq. (Ohio Senate Bill 29):

Unless renewal of the Zearn School Account is reasonably anticipated, Zearn agrees to destroy or return to the appropriate school district all educational records created, received, or maintained pursuant or incidental to the Zearn School Account within thirty (30) days of the expiration of the Zearn School Account.

For Utah educational entities, pursuant to Utah Code 53A-1-1409:

Zearn agrees that at the request of the Utah education entity that has contracted with Zearn, the education entity or the education entity's designee may conduct an audit to verify compliance with these Terms.

At Zearn, we are committed to protecting your privacy. This Privacy Policy explains the types of information we collect on our website, located at www.zearn.org, through our Zearn Math and related programs (collectively, “Zearn”). It further explains how we will use, disclose, and protect your information. By visiting Zearn, you agree to the terms of this Privacy Policy. If you do not agree to the terms of this Privacy Policy, please do not use Zearn.

Zearn is hosted in the United States. Zearn.org rests on a cloud-based web server hosted by our third-party service provider, Heroku Enterprise (Heroku), a subsidiary of Salesforce. Heroku hosts your data in servers located in the U.S.

By registering students for Zearn or providing us with any student information, you represent and warrant that you are authorized to provide such information and to allow the information collection and use for your students.

Information Collected by Zearn

Information You Provide:

When educators register for Zearn, we ask you to provide certain personal information, such as your first and last name, your role, the name of your school, district, city, state, email address, and a password. Teachers are also asked to provide their grade level. Administrators may also be asked to provide their phone number. In the alternative, you may register for Zearn by using a pre-existing Google account. Please be aware that Google has its own privacy policy, and we encourage you to read it. By registering with Zearn through your Google account, you agree to our collection and use of any personal information or other data we may receive from them in accordance with the terms of this Privacy Policy.

To sign up your students for Zearn, we may ask you to provide each student’s first and last name, and unique student identifier, as well as log-in information including username and password and non-personal information such as current grade level. If your school or district has a Zearn School Account and uses Clever to roster its students, we may also collect date of birth, solely to match students with a grade level

where no grade is otherwise listed. Zearn only collects information about students when it is provided by a school representative legally authorized to share the student's information. Students under 13 may not register on their own.

You may also choose to register your students on Zearn using a school authorized Google email account. By doing so, you confirm that you have obtained any necessary permissions from your school, district, and parents.

Users may also provide feedback on Zearn or report a problem. The Zearn Math program may prompt students to indicate their attitudes towards math, for example, by asking them to select whether or not they like math while using the program.

Program Information:

When your students use Zearn, we collect certain information, such as which lessons a student is assigned, the responses students provide to questions asked, and the timing of those responses.

Site Usage Information:

When using Zearn, our servers automatically collect certain site usage information associated with your computer. Site usage information is non-personal information that includes, but is not limited to, browser type, operating system, IP address, and the domain name from which you accessed Zearn. It may also include information such as the date and time you accessed Zearn, how much time you spent on Zearn, the pages you visit, and other "click-stream" data.

We use cookies to collect the Program and Site Usage information described above. A cookie is a small data file that may be sent by a website or application and stored on the hard drive of your computer. A cookie stores information about your browser that allows us to recognize your browser when you return and to remember your preferences. You may reject cookies, but by doing so, you may not be

able to use Zearn. To learn more about browser cookies, including how to manage or delete them, please review our [Cookie Policy here](#). By using Zearn, you agree to the use of cookies.

Zearn does not track its users across third-party websites and does not respond to Do Not Track (DNT) signals. Third-party websites are not able to collect personally identifiable information about your activity on Zearn.org.

We use third-party service providers to assist us in collecting and understanding Program Information and Site Usage Information information.

How We Use Your Information

Information You Provide:

We may use the information that you provide when you register for Zearn to create your account. This allows you to log in, register a classroom within the product, and sign up your students.

We may use your email address to send you information regarding your Zearn account. We may also use your email address to send you a newsletter and other communications; you may unsubscribe at any time.

We use the student names solely to facilitate a teacher, school, or district's identification of their students using Zearn.

When users provide feedback or report a concern, we use their information to respond to their request or fix the issue. We do not email students directly at any time; any concerns reported by a student will be resolved through the adult who created the student's account.

When students indicate their attitudes towards math, we use the responses to help us understand and improve the effectiveness of our Services. We do not modify individual student content based on the responses.

You remain in control of the personal information you provide to us about yourself and your students. This means that you can review, revise, or delete your personal information or that of your students as described below.

Non-personal information, such as grade level, and other demographic information are used in aggregated, anonymized reporting to help us better understand how the program is used and to improve the program.

We do not use your information to engage in targeted advertising on our site.

We do not collect your information to amass a personal profile of a student, other than to be able to deliver our Services to you.

Program Information:

We use Program Use Information to (1) provide you with information regarding your students' usage and performance on Zearn and (2) to serve sequential and progressive lessons to your students.

In addition, we may use aggregated, anonymized Program Use Information to improve and demonstrate the efficacy of Zearn.

Zearn may field test new application functionality, content, and features as part of its commitment to continuous improvement. This means that you or your students may experience some variations in the user experience. This may also involve Zearn partnering with third-party researchers. Zearn will not share your personal information with such researchers.

Site Usage Information:

We use Site Usage Information to administer the site and program, monitor and diagnose problems with it, remember you when you return so that you don't have to resubmit your information and so that we can maintain your progress, and to improve our program.

How We May Share Your Information:

We do not ever sell or rent your information.

We will only share your information or that of your students in the following circumstances:

- When we believe in good faith that disclosure of your information is necessary to protect our rights and those of others, to protect your safety or the safety of others, to investigate fraud or to respond to a government, judicial or other legal request or to comply with the law.
- In connection with an organizational change, such as a dissolution, provided that your information and that of your students will remain subject to the terms of this Privacy Policy.

We sometimes hire third parties to perform certain business-related functions for us. Examples include, but are not limited to, mailing information, processing printed materials orders, scheduling and administering professional development, responding to customer support inquiries, maintaining databases, hosting services, and processing payments. Some of our third parties utilize Artificial Intelligence (“AI”) features to assist with these functions. We will not share student personally identifiable information with these AI features. When we employ another company to provide services to support Zearn, we provide them with the information that they need to perform their specific function. Our third parties are legally obligated to keep your personal information confidential and use it only for our specific purpose. Our third-party providers are required to maintain reasonable security practices, to use the information only for the purpose of helping us deliver the Services to you, and to prevent disclosure of the information to unauthorized parties.

We may also share certain aggregated, de-identified information with third-party providers to help us analyze the information.

Artificial Intelligence

Zearn seeks to use Artificial Intelligence (“AI”) applications in an ethical and responsible manner. Zearn has internal processes in place to restrict how Zearn’s internal data is used by AI applications, to include a set of internal guidelines on the use of AI applications. We do not use students nor your personally identifiable information to develop, improve, or train AI models.

Your Access and Opt-Out Rights

You may review or change the information you have provided about yourself within your account settings. If you contact us, we will ask you to verify your identity before we provide you with information or make changes.

If you are an educator who has provided us with personal information about your students, you may review or revise that information at any time by logging into your account and accessing your classroom portal.

You may also choose to opt out of email messages and newsletters from us. To opt out, simply click on the “unsubscribe” button that appears on emails or update your preferences within your account settings. Regardless of your subscription setting, Zearn may send you transactional emails concerning the administration of your account, including notice of material updates to its Terms of Use and Privacy Policy.

If you are a parent or legal guardian of a minor child, you may also have the right to access certain information about your child. To do so, we request that you contact your school or district, which may access your child’s information through their classroom portal.

Data Retention

You may deactivate your student(s)' account at any time through the product account dashboard. Following deactivation, we will retain deactivated account data for a period of 180 days so that you may easily reactivate your account within that limited period and retain continuity of your classroom progress. However, you may request deletion of your account data earlier by contacting us at privacy@zearn.org. During the 180 days that your account is inactive, we do not access your account data. If you do not reactivate your account during that 180 day-period, we will anonymize your information. When we anonymize your students, we remove all personal identifiers including, first and last name, student ID number, and date of birth. We do not re-identify your data once it is anonymized.

We retain aggregated, anonymized information for some of the purposes described in Section 2 above.

On January 15 of each year, we will anonymize student accounts with no log-in activity over the prior 18 months.

Security

We maintain reasonable administrative, technical and physical safeguards to protect the security, confidentiality and integrity of your data. Zearn has multiple security measures in place to protect against the loss, misuse, or alteration of information under our control. These include encryption of data in transit and at rest, use of two-factor authentication to access the system, regular software security updates, periodic risk assessments, and remediation of identified security vulnerabilities in a timely manner.

However, please be aware that no data transmissions over the Internet can be guaranteed to be 100% secure. Consequently, we cannot ensure or warrant the security of any information you transmit or otherwise provide to us and you do so at your own risk.

If you create an account, you will be asked to select a password for both yourself and each student to access Zearn, and this password will be used to allow your student to use Zearn. You are responsible for maintaining the strict confidentiality of your and your students'

account password(s), and for any activity that occurs under your account credentials, whether or not authorized by you. Please notify us of any unauthorized use of your account or any suspected breach of security. Zearn will comply with all applicable laws in the event of an unauthorized disclosure of personal identifying information.

Changes to this Privacy Policy

Zearn may amend this Privacy Policy from time to time. When we do, we will notify you by updating the date of this Privacy Policy and posting it on this page of our site. We will also notify you of any material changes to this Privacy Policy via email.

Contact Us

If you have any questions about this Privacy Policy, please contact us:

Zearn
General Counsel
2093 Philadelphia Pike #2282
Claymont DE 19703

privacy@zearn.org

Headings

The headings identifying the sections and subsections of these terms of use are for reference only and do not define, modify, expand, or limit any of the terms or provisions herein.

Attachment 4
Zearn 2025-2026 Quote**POUDRE SCHOOL DISTRICT R-1**

Product	Price	Quantity	Subtotal
School Account - Legacy School Account services through June 30, 2026. Includes an unlimited number of staff, student, and administrator accounts within the school.	\$2,500.00	45	\$112,500.00

Tax* \$0.00

Total \$ 112,500.00

Tax is **not included in the above quote. Tax will be added to your invoice, if applicable. If your school or district is tax-exempt, please [upload a copy of your tax exemption certificate](#) in order to receive a tax-free invoice.*

To Order Zearn School Account(s) and/or Professional Development:

- Please email your Zearn contact to request a Purchase Agreement, with:
 - (1) the quote number referenced above; and the name, title and email of the person who will be signing the agreement
- Your Zearn contact will send a Purchase Agreement for you (or the specified person) to sign
- Create a Purchase Order and return it directly to our Billing team at billing@zearn.org

By submitting a signed Purchase Agreement for Zearn School Account(s) and/or Professional Development, you acknowledge and accept that all purchases for the Product(s) listed above are final and are not eligible for returns and/or refunds. Once your signed Purchase Agreement is received, your Zearn contact will follow up to finalize your order.

Please note: Account Holders who purchase Zearn School Account(s) and/or On-Demand Professional Development will receive an invoice at the earliest in July unless an invoice is requested sooner. Account Holders who purchase a live Professional Learning offering will receive an invoice following Zearn's delivery of Professional Learning Services.

Form
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

W-9

**Request for Taxpayer
Identification Number and Certification**

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the
requester. Do not
send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type.
See Specific Instructions on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

Zearn

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

Individual/sole proprietor C corporation S corporation Partnership Trust/estate

LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership)

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

Other (see instructions) **501c (3) nonprofit**

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions

5 Address (number, street, and apt. or suite no.). See instructions.

PO Box 24580

6 City, state, and ZIP code

New York, NY 10087 - 4580

7 List account number(s) here (optional)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____

(Applies to accounts maintained outside the United States.)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number		
<input type="text"/>	<input type="text"/>	<input type="text"/> - <input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/> - <input type="text"/>

or

Employer identification number									
<input type="text"/> 3	<input type="text"/> 7	<input type="text"/> -	<input type="text"/> 1	<input type="text"/> 6	<input type="text"/> 6	<input type="text"/> 5	<input type="text"/> 7	<input type="text"/> 4	<input type="text"/> 5

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person**

Date **1/10/2025**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

EXHIBIT B



Zearn Master Services Agreement

Agreement-0036961-2
June 20, 2025

This Master Services Agreement (the "Agreement") is between Zearn and POUDRE SCHOOL DISTRICT R-1 ("Account Holder") in Colorado for the 2025-2026 school year. The Agreement sets out the terms and conditions with respect to the Services that the Account Holder may receive throughout the school year, as defined below, and incorporates Zearn's Terms of Use (<https://www.zearn.org/termsofuse>) and Privacy Policy (<http://www.zearn.org/privacy>).

1. Covered Schools and Services

Zearn will provide the following Services to the district/school(s) listed below ("Covered Schools"):

District / School Name	Services
BACON ELEMENTARY SCHOOL	School Account - Legacy
O'DEA CORE KNOWLEDGE ES	School Account - Legacy
ZACH CORE KNOWLEDGE ES	School Account - Legacy

2. Fees and Payment

The combined fee associated with the Services above is \$7,500.00 (the "Fee"). The Fee does not include state taxes that may be applicable. Once this Agreement is signed, the Account Holder is responsible for full payment. Zearn will provide Account Holder an invoice with payment due within 30 days of the invoice date. Account Holders who purchase Zearn School Account(s) and On-Demand Professional Development will receive an invoice at the earliest in July 2025 unless an invoice is requested sooner. Account Holders who purchase a live Professional Learning offering will receive an invoice following Zearn's delivery of Professional Learning Services. Payments are non-refundable.

3. Zearn School Account and On-Demand Professional Development Terms

For Account Holders who purchase a Zearn School Account and On-Demand Professional Development for the 2025-2026 school year, the following terms apply.

3.1. Zearn School Account License Period

Account Holder's Zearn School Account license begins on the day this Agreement is signed, or if purchased later, on the purchase date, and runs through June 30, 2026. When noted in Section 1 above, "Legacy" refers to customers who purchased Zearn Math in the 2024-2025 school year.

3.2. Authorization

By purchasing a Zearn School Account and On-Demand Professional Development license, Account Holder represents and warrants that it is an authorized representative of the Covered Schools with permission to enter into this Agreement on behalf of the Covered Schools, inclusive of staff members and students who will utilize the Services. Account Holder understands and acknowledges that a Zearn School Account is for the use of students and school staff only, and that Zearn does not authorize third parties to access Zearn School Accounts. Account Holder further represents and warrants that it has read, understands and accepts the terms of this Agreement on behalf of Covered School. Account Holder further acknowledges and agrees that it or its designated representatives has the right to share student personal, performance and other information with Zearn for the purpose of Zearn providing the Services to the Covered Schools and as further described in the Privacy Policy, in accordance with the terms of this Agreement.

3.3. Privacy



Zearn Master Services Agreement

Agreement-0036961-2
June 20, 2025

Zearn and Account Holder agree to comply with all applicable federal, state and local laws. In the event Account Holder, or its Covered Schools, are subject to the Family Educational Rights and Privacy Act (FERPA), Zearn and Account Holder agree as follows:

(A) Account Holder appoints Zearn as a "school official" as that term is used in FERPA Regulation 34 C.F.R §99.31 (a)(1)(i) and 34 C.F.R Part 99 et seq., with a "legitimate educational interest" to carry out its responsibilities under the Agreement.

(B) Account Holder represents and warrants that it, or its Covered Schools, has received all necessary signed and dated written consents from the parents/legal guardians of students to provide student data for the purpose of receiving the Services, as required under FERPA.

Zearn agrees to support Account Holder's compliance with FERPA, including operating under the direct control of Account Holder with respect to its use of student information provided by Account Holder or its Covered Schools, teachers or students.

3.4. Data Retention

Upon termination of the Zearn School Account services under this Agreement or other account inactivation, Zearn will retain account and student information provided by Account Holder and its Covered Schools for a period of 180 days for Account Holder's convenience in the event of renewal or reactivation. Account Holder or its Covered Schools may request deletion of account information at any time by providing a written request to Zearn through schoolaccounts@zearn.org.

3.5. Data Security

Zearn maintains reasonable security standards appropriate to the type of data collected. This includes multiple safeguards to help protect against loss, misuse or alteration of information, including encryption of data in transit and at rest, use of two-factor authentication to access the system, regular software security updates and industry best practices for network and physical security.

3.6. Account Holder Privacy Obligations

Account Holder and its Covered Schools are responsible for managing the privacy and security of student, teacher and administrator account credentials affiliated with Zearn School Accounts. As such, log-in and password information should not be shared or used by more than one individual in order to access content including On-Demand Professional Development material; to knowingly share account information is a violation of Zearn's Privacy Policy and this Agreement. Account Holder agrees to notify Zearn immediately if it knows or suspects there has been unauthorized access to accounts or any other breach of security. Zearn will comply with all applicable laws concerning sending appropriate notifications in the event of an unauthorized disclosure of personal identifying information.

3.7. On-Demand Professional Development License

Account Holder may receive from Zearn a non-exclusive, non-transferable, revocable license to access and use the On-Demand Professional Development materials for non-commercial, professional development purposes. As part of this Agreement, teachers and administrators with access to the On-Demand Professional Development materials agree not to share, redistribute, or otherwise make available the Zearn Professional Development materials to individuals or entities who are not affiliated with the Account Holder. Zearn retains ownership of the On-Demand Professional materials and retains all intellectual property rights in these materials. Zearn is the sole provider of these Professional Development materials; any commercial use or distribution of them is strictly prohibited.

4. Professional Learning Sessions



Zearn Master Services Agreement

Agreement-0036961-2
June 20, 2025

If Account Holder who purchases Professional Learning sessions ("Professional Learning"), the following terms apply.

4.1. Scope

The purpose of Professional Learning is to provide comprehensive training to support district and school-based educators and leaders with launching and growing Zearn Math implementation at the classroom, school, and district level. Professional Learning sessions are provided live either on-site or virtually. Professional Learning sessions include all instructional materials needed to fully participate in the training program.

4.2 Rescheduling and Fee Policy

Account Holder may reschedule its training date provided Account Holder gives Zearn written notice at least two (2) weeks prior to the date of on-site training or training sessions over four (4) hours in duration, or seven (7) days prior to the date of virtual training under four (4) hours in duration ("Reschedule Window").

Zearn's training team incurs expenses in preparation for Professional Learning sessions and is not able to absorb these expenses if Account Holder cancels or reschedules outside of the Reschedule Window. For this reason, requests to reschedule made closer to the training date cannot be accommodated by Zearn, and in the event of a cancellation, Account Holder understands and agrees that it remains responsible for the full training fee.

4.3. Force Majeure

If the performance of this Agreement, or any obligation hereunder, except the payment of Fees, is restricted or interfered with by reason of pandemic, fire, flood, earthquake, explosion or other casualty or accident, strikes or labor disputes, inability to procure or obtain delivery of parts, supplies or power, war, terrorism or other violence, any law, order, proclamation, regulation, ordinance, demand or requirement of any government agency, or any other act or condition whatsoever beyond the reasonable control of the affected party, the party so affected, upon giving prompt notice to the other party, shall be excused from such performance to the extent of such prevention, restriction or interference; provided, however, that the party so affected shall take all reasonable steps to avoid or remove such cause of nonperformance and shall resume performance hereunder with dispatch whenever such causes are removed. No cancellation fees shall be due and payable where the cancellation was caused by an event that meets the requirements of this Section.

4.4. Intellectual Property Disclaimer

Zearn has developed intellectual property, including content, tools, and materials that are included in its training sessions. Zearn maintains all ownership rights and interests in and to all training content, tools, and materials. The delivery of and payment for training sessions does not imply a transfer of any ownership rights or interests, and does not allow for Account Holder to claim ownership or interests in any of Zearn's intellectual property. Account Holder agrees to use the training materials solely for its own personal and non-commercial purposes and in compliance with this Agreement and Zearn's Terms of Use.

4.5. Suggestions and Feedback

During the training, Account Holder may provide Zearn with certain suggestions or feedback regarding Zearn Math, including curriculum or content development recommendations (collectively, "Suggestions"). Account Holder agrees that Zearn shall own all such Suggestions, including all copyrights therein.

5. Purchasing Add-on Services

At the time of signing this Agreement and/or throughout its term, Account Holder may request services in addition to those listed in Section 1 (“Add-on Services”). Zearn will deliver to Account Holder Add-on Services following Zearn’s receipt of a Purchase Order from Account Holder. Each Purchase Order, once received by Zearn, constitutes a separate binding contract between the Parties which incorporates and is subject to the terms and conditions of this Agreement.

5.1. Zearn School Account and On-Demand Professional Development

If Account Holder orders additional license(s) for Zearn School Accounts or On-Demand Professional Development, Account Holder will provide Zearn a Purchase Order confirming the Covered Schools and relevant fees.

5.2. Zearn Printed Materials

If Account Holder orders Zearn Printed Materials, Account Holder will provide Zearn a Printed Materials Purchase Agreement, purchase order, order form, or letter of intent that includes the number of books, delivery details (location and recipient), and the relevant fees, including whether Account Holder is exempt from state taxes (together, an “Indication of Order”). Zearn is not responsible for any costs associated with Account Holder’s error in completing the Indication of Order. Once Account Holder provides Zearn its Indication of Order, Zearn begins the process of fulfilling the order. For this reason, Zearn does not accept returns of Printed Materials and all orders are not eligible for refunds. Printed Materials orders are charged a standard shipping fee that will be reflected on quote documents, and any additional delivery or shipping fees incurred by Account Holder are not covered by Zearn, including, but not limited to costs incurred for Printed Materials packages that are returned to sender, detention charges due to incorrect delivery details, or costs associated with signature receipt requirements. Any claims of missing or damaged Printed Materials must be made to Zearn in writing within two (2) weeks of the order’s date of delivery, as indicated on the shipment’s tracking. If Account Holder fails to provide notice within the timeframe above, Zearn is not responsible for the cost of replacement materials. Any commercial use or distribution of Printed Materials is strictly prohibited.

5.3. Professional Learning Sessions

If Account Holder orders Professional Learning, Account Holder will provide Zearn a Purchase Order confirming the training type, date(s), number of session(s), and the relevant fees.

6. Miscellaneous

6.1. Conflicting Provisions

In the event of a conflict between the terms and conditions of this Agreement and any other written agreement entered into between Zearn and Account Holder, the terms and conditions of this Agreement will control.

6.2. Modifications

Modifications to this Agreement are effective only if confirmed in writing between Zearn and an authorized representative of Account Holder.

6.3. Signature Authorization



Zearn Master Services Agreement

Agreement-0036961-2
June 20, 2025

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures received by PDF file or other electronic format are agreed to be acceptable as original signatures.

By signing the below, the Account Holder and Zearn agree to the terms of this Agreement.

For Account Holder:

Name Julie Chaplain
Title Assistant Superintendent

Signature Julie Chaplain
Julie Chaplain (Oct 24, 2015 09:24:22 MDT)

Date 10/24/2025

For Zearn:

Name Shalinee Sharma
Title Chief Executive Officer

Signature Shalinee

Date

EXHIBIT C



Zearn Accessibility Guide

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Zearn for All

Zearn® is the top-rated math learning platform that helps kids explore concepts, discover meaning, and make sense of math. We strive to be accessible for all students, in line with our mission to ensure all students love learning math. This document provides information and decision-making support for educational teams, including administrators, teachers, and special service providers, who are working in partnership with families on how to best provide access to Zearn Math for students with disabilities or unique learning needs.¹ Zearn's commitment to accessibility is ongoing and, as such, we will continue to make updates to ensure our materials are usable for all students, including those with disabilities.

¹ Disclaimer

References to third-party products or services in this document are for your convenience only. Zearn makes no representations or warranties about the quality or suitability of referenced third-party products or services. You are responsible for, and accept any risks associated with, visiting third-party websites or using third-party products or services referenced in this document. Trademarks or trade names listed herein are for reference only and are the property of their respective owners.

Support for Auditory and Reading Comprehension

Students with needs related to expressive and receptive language in communication may benefit from individualized support while accessing Zearn digital lessons and paper based materials. To gain full understanding of concepts in Zearn lessons, students must know when and how to navigate web content, engage and understand math concepts presented on a computer screen, and present their thinking in the digital platform, and on paper. When engaging in student specific planning, it may be helpful to consider Zearn-designed features, supplementary assistive technology, and potential individual instructional accommodations.

Accessible Design

Zearn Math was developed with a wide range of students in mind and includes accessibility features that ensure students with cognitive, physical, and communication challenges can use self-paced, software-based lessons. The following features in Zearn's digital lessons and paper based materials may support students with struggles related to auditory comprehension, receptive language, and reading comprehension:

1 Closed Captioning

Closed captioning for all interactive student videos is available for all Missions for all grades. Closed captioning allows students to turn on an English text transcription of all dialogue and other relevant audio information in the Zearn Math video player.

2 Audio Buttons

All instructional prompts and directions can be read aloud by selecting embedded Audio Buttons. Audio is provided by a Zearn on-screen teacher or computer generated voices, depending on the prompt.

Should the bar for Tape B be longer or shorter than the bar for Tape A? 

Longer 

Shorter 

The same length 

Embedded audio prompts support emerging readers, students unable to decode language, and students struggling with visual perception. Audio buttons are not available for all text. Where audio buttons are not available, students can highlight text to be read aloud using browser text to speech tools. In Zearn Kindergarten lessons, prompts are automatically read aloud. Students can hear the

prompt read aloud again using the button in the top left corner of the screen (a picture of the on-screen teacher or Brainy), or by clicking the audio button to the right of the prompt.



Count the cubes. Choose the number that tells how many. 

3 Zoomability

Students may resize Zearn digital pages up to 200% through browser settings to view images or text closer up without losing any content, especially when viewing on a larger screen. Directions for zooming in/out in popular web browsers:

- [Safari](#)[®]
- [Chrome](#)[®]
- [Firefox](#)[®]

4 Accessible PDFs

Zearn's paper-based student materials are available in both English and Spanish and include Student Notes, Exit Tickets, Goal Trackers, and Assessments. Zearn paper based materials, including Assessments, have alternate text descriptions embedded for images.

Supplementary Assistive Technology

Access to Supplementary Technology may help students with disabilities access Zearn lessons. The following supplementary assistive technologies and software support auditory comprehension, receptive language, and reading comprehension:

1 Read & Write

Read & Write by Texthelp[®] is a browser plug-in that offers help with everyday tasks like reading text out loud, understanding unfamiliar words, researching assignments and proofing written work. When downloaded and enabled for use, it can enable a user to translate text inside of Zearn, use a picture dictionary to visualize problems, translate text, and read text that is not supported by Zearn audio buttons. Premium features require an annual fee.

2 OpenDyslexic

OpenDyslexic is a free, open source font created to increase readability for readers with dyslexia. The typeface includes regular, bold, italic, and bold-italic styles, and 2 typefaces: OpenDyslexic, and OpenDyslexic-Alta. OpenDyslexic is created to help with some of the symptoms of dyslexia. Letters have heavy weighted bottoms to indicate direction, so readers can quickly figure out which part of the letter is down which aids in recognizing the correct letter. The unique shapes of each letter can help prevent confusion through flipping and swapping.

- To use with Zearn and Google Chrome®, download and install the OpenDyslexic [Chrome® extension](#) overlay, and toggle “On”

3 Selected Text Read

For text that is not supported by an audio button in Zearn, users may benefit from turning on an operating system tool for reading selected text.

- [Spoken Content](#) is available for Mac® users
- [Narrator](#) can be turned on for Windows® users
- [Select to Speak](#) can be used for Chromebox® users

4 Voice Typing

Students cannot use voice dictation to enter text into a text box in Zearn digital content using third party technology or by enabling operating system tools. Users may create voice generated numbers or text answers to copy and paste into Zearn by:

- Using a Google Doc® with [Voice Typing enabled](#)
- Using a Word Processing document in a separate application. Directions are available for [Mac OS®](#) and [Windows®](#)

5 Hand Talk

[Hand Talk](#)® is a mobile application that translates text and speech into American Sign Language (ASL) using an animated avatar powered by artificial intelligence. The app is free to download and offers basic translation features at no cost, while advanced features and additional translation services may require a subscription or in-app purchases.

6 Screen Readers

Screen readers allow users to access the text that is displayed on the computer screen with a speech synthesizer or braille display. A screen reader is the interface between the computer's operating system, its applications, and the user. The user sends commands by pressing different combinations of keys on the computer keyboard or braille display to instruct the speech synthesizer what to say and to speak automatically when changes occur on the computer screen. Some digital manipulatives may present a challenge for those using exclusively screen reader keystroke commands.

The following resources may be used to enable Screen Readers:

- Mac OS®: [VoiceOver](#)®
- Windows®: [NVDA](#)®
- Chromebook®: [Chromevox](#)®

7 Refreshable Braille Displays

Braille displays provide access to information on a computer screen by electronically raising and lowering different combinations of pins in braille cells. A braille display can show up to 80 characters from the screen and is refreshable—that is, it changes continuously as the user moves the cursor around on the screen, using either the command keys, cursor routing keys, or Windows and screen reader commands.

Content inside of a Zearn lesson that is accessible and understandable by a screen reader can be presented on a refreshable braille display.

8 Scanning Pens

A scanner pen or reader pen is a portable tool to support independent reading and literacy. When scanned over a printed text, words can be read out with natural speaking voices and defined with dictionaries instantly.

Students who benefit from audio buttons, using a Screen Reader, or narrated text may benefit from using a scanning pen while completing paper based lessons or assessments.

9 Color Customization and Filters

Students with receptive visual preferences may benefit from changing the hue of the screen when working with Zearn. When using an apple tablet running iOS10 or higher, a color filter can be applied in the Accessibility settings. This can help students who are color blind or have aversions to specific colors.

- Mac OS®: [Color Filters](#)
- Google Chrome®: [Color Veil](#)

Instructional Accommodations

When implementing Zearn, teachers may make an alteration of environment, curriculum format, or equipment that allows an individual with a disability to gain access to content and/or complete assigned tasks. Instructional accommodations should only be chosen and implemented by a student's Individualized Education Program. The following accommodations may support auditory comprehension, receptive language, and reading comprehension:

1 Paper Presentation

All core student-facing K-8 paper-based instructional materials are available in various accessible formats, including large print, Braille, and tactile, from APH.org (American Printing House). These materials are on file with the National Instructional Materials Accessibility Center (NIMAC).

To Order Accessible Materials from American Printing House:

1. [Navigate to the APH site for Accessible Textbooks](#)
2. Search the National Instruction Materials Center (NIMAC) for Zearn NIMAS files. Filter by Publisher, “Zearn” and Copyright Year “2023.” For Zearn Kindergarten materials, use Copyright Year “2024.”
3. NIMAC Authorized Users: Select the Grade and Materials Needed. Assign to APH as your Accessible Media Producer
4. Non NIMAC Authorized Users: Contact your local district or state provider for accessible materials. Share the Identifier and ISB number(s).

2 Read Aloud

Students who struggle with word decoding and/or reading comprehension may benefit from having question prompts read aloud from paper based materials. Students who are blind or have limited sight may benefit from hearing descriptions of graphs and visual representations of problems or math concepts.

3 Separate Location or Quiet Space

When completing digital lessons, some students may benefit from working in a separate space where they can process out loud, work without headphones, input text or answers with their voice.

Support for Navigation and Engagement

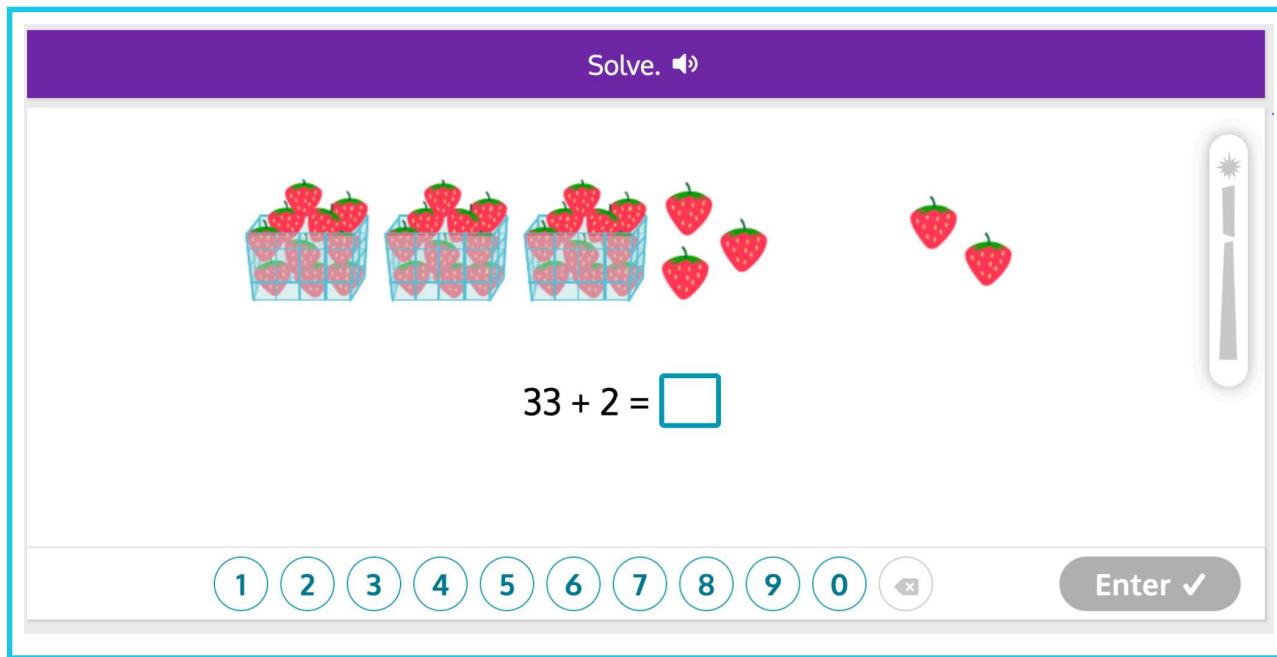
Zearn users with barriers related to mobility or fine motor skills may benefit from using assistive technology devices or accommodations to increase access to Zearn Math web content in digital lessons. If using a mouse is a barrier for a student, supplementary technology can support alternative ways to navigate through digital content including digital switches, keyboard keys, and alternative cursor control technology.

Accessible Design

The following accessibility features in Zearn digital lessons and paper based materials support students with the physical actions needed to navigate and interact with digital lessons.

1 Touch Screen

Students who benefit from using a touch screen to navigate web based material can access Zearn on a iOS or Android based tablet. When students complete questions on Zearn, they have the option to use Zearn's on-screen keypad, rather than a computer keyboard, to type and submit their answers.



2 Keyboard Only

Users who wish to use only a keyboard are able to do so for most lesson's Learning Lab™, Math Chat™, and Tower of Power™. Elements can be navigated by using Tab and Shift + Tab. Some drag and drop items, and interactive graphs require the use of mouse, trackball, or support from a screen reader.

Supplementary Assistive Technology

The following Assistive technologies may help individual students with the physical actions needed to navigate and interact with Zearn lessons:

1 Trackball Mouse

Students who struggle with manipulating a mouse may benefit from using a mouse that includes a trackball, large buttons, or similar technology. Trackball mouses allow users to move and position the mouse cursor on the computer screen while using fine or gross motor movements of the hand, arm, or foot. This technology is compatible with all keyboard mouse functionality in Zearn. Examples include the BIGTrack 2 by AbleNet,® n-ABLER® Rollerball, and the Traxsys® Roller II.

2 Adaptive Switch

A switch may be helpful for users with limited mobility or fine motor control. Multiple button or function switches increase the ease of navigation of Zearn web content. A multiple button or multiple input switch is needed to navigate and operate. An example is the Blue2 Bluetooth Switch. Directions for programming switches are available for:

- [iOS®](#)
- [Android®](#)
- [Mac®](#)
- [Chromebook®](#)

Instructional Accommodations

The following accommodations might support individual students with physical actions needed to participate in Zearn lessons:

1 Scribe

Students with scribe accommodations may need support transferring math thinking and written answers when prompted to work in a Zearn workbook or accompanying paper based problems.

2 Breaks

Students may benefit from structured breaks when completing digital lessons or rest or refocus. All Zearn lessons can be paused and/or replayed.

Support for Attention, Executive Functioning, and Cognition

Zearn users with barriers related to sustaining attention, organization, or learning new information may benefit from using assistive technology devices or accommodations to increase access to Zearn web content in digital lessons and paper based resources. When creating an individualized program for learning math, Zearn's accessible design and instructional accommodations may accelerate lasting understanding of math concepts.

Accessible Design

The following design features in Zearn digital lessons and paper based materials support students with attention, executive functioning, and cognition challenges:

1 Boosts

Every Zearn Math Digital Lesson features built-in Boosts, which offer personalized support to the student through scaffolding from prior grades or units. Boosts provide in the moment feedback and support for students.

2 Concepts Develop from Concrete to Abstract

Mathematical concepts are introduced simply, concretely, and repeatedly, with complexity and abstraction developing over time. Students begin with concrete examples, and transition to diagrams and tables before relying exclusively on symbols to represent the mathematics they encounter. This design allows learners who struggle with abstract ideas to build understanding of math concepts in stages, starting with concrete objects, and often physical manipulatives.

3 Foundational Content

Students may benefit from access to foundational content to support their understanding of grade-level content. In this case, Zearn has carefully determined guidance on foundational lessons you can introduce to students, both digitally with a feature called Bookmarking and suggested materials outlined in our Foundational Lesson Guidance:

Teachers can easily bookmark foundational lessons that students can access in the Math Library. The Math Library is a content bank that includes guided and independent practice activities for every topic of K-8 math. After students complete foundational content in the Math Library, they can return to the Student Feed to complete grade-level content

4 Paced Information Presentation and Guided Processing

Materials are designed to reduce extraneous visuals and content. Students with low working visual memory, difficulty with attention, or other struggles relating to executive functioning can thrive by accessing the right information at the right time, while using Zearn. Prompts are given and highlighted in a sequential process that limits unnecessary distractions. For students who need extended time, timing can be turned off for Sprints.

5 Universal Design for Learning Strategies

Each Concept Exploration includes additional strategies for learners who might benefit from alternate access pathways. These lesson-specific supports can be used as needed to help students succeed with a specific activity, without reducing the mathematical demand of the task, and can be faded out as students gain understanding and fluency. Each strategy aligns to one of the three principles of UDL - Multiple Means of Engagement, Multiple Means of Representation, and Multiple Means Action and Expression - and includes a suggested strategy to increase access and eliminate barriers.

6 Guided Notes and Graphic Organizers

All Zearn lessons include [guided notes](#) to help keep students focused and organized. Zearn uses graphic organizers in digital content and paper based materials to help students organize and internalize information.

7 A Platform for Teacher Collaboration

All Zearn Math lessons have published Mission Overviews, Lesson Plans, Fluency exercises, Whole Group Word Problems, and Optional Problem lessons. Collaborating teachers can access materials when planning to identify accommodations and individualized pathways for individual students.

Instructional Accommodations

The following instructional accommodations may be helpful to students with attention, executive functioning, or cognition challenges:

1 Checklists and Self Monitoring Activities

Self-monitoring checklists may be helpful to determine the best approach to solve a problem, guide problem solving process, or evaluate work habits or progress made toward a goal.

2 Physical Math Manipulatives

All students benefit from access to physical manipulatives. Students with challenges related to attention, executive functioning, or cognition, may benefit from increased time using physical manipulatives while building understanding of math concepts through pictorial representations or

abstract symbols. [Zearn manipulative kits](#) are designed to include all of the essential concrete manipulatives classrooms need, and each grade-level kit connects with Zearn Math activities and lessons for each unit of instruction.