

**SECOND AMENDMENT SOFTWARE SERVICES  
AGREEMENT BETWEEN EXPLORELEARNING LLC  
AND POUFRE SCHOOL DISTRICT R-1**

This Second Amendment ("Second Amendment") effective as of the 11th day of March, 2024, is attached to and forms part of the Software Services Agreement between and Poudre School District R-1 (the "District") and ExploreLearning LLC (the "Contractor") executed August 30, 2022 and the First Amendment to the Agreement executed August 23, 2023 ("Agreement"), both of which are attached and made part of this Second Amendment. To the extent that any of the terms or conditions contained in this Second Amendment may contradict with any of the terms or conditions of the attached Agreement, it is expressly understood and agreed that the terms of this Second Amendment shall take precedence and supersede the attached Agreement. The parties agree to amend the Contract by adding the following language:

1. **Purpose of Amendment.** This Amendment shall constitute the Second Amendment to the Agreement between the District and the Contractor. The purpose of this Second Amendment is to amend the terms and deliverables between the District and Contractor.
2. **Term of Agreement.**
  - 2.1. At the conclusion of the term dated July 31, 2024, as outlined in section 1.1 of the Agreement, the District and Contractor elect to extend the term of the Agreement beginning on August 1, 2024 through July 31, 2025.
3. **Amended Responsibilities.**
  - 3.1. Exhibit A is deleted hereby in its entirety.
  - 3.2. Replace Exhibit A with Contractor's Data Collection, hereby attached to this Second Amendment and made part of this Agreement.
  - 3.3. Exhibit B is deleted hereby in its entirety.
  - 3.4. Replace Exhibit B with Contractor's Pricing Guide 2024, hereby attached to this Second Amendment and made part of this Agreement.
  - 3.5. Add Exhibit C with Contractor's VPAT, WCAG, Rev 2.4, hereby attached to this Second Amendment and made part of this Agreement.
4. **Special Provisions.**
  - 4.1. **Terms and Conditions.** With the exception of items explicitly delineated in this Second Amendment, all terms and conditions of the original Agreement between the District and Contractor shall remain unchanged and in full force and effect.
5. **General Provisions.**

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

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

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

EXPLORELEARNING LLC

POUDRE SCHOOL DISTRICT R-1

DocuSigned by:  
By: Julia Given  
99B1F9225905452...

Julia M Given  
VP Finance

By: R. David Montoya

R. David Montoya  
Chief Finance Officer

By: Julie Chaplain

Julie Chaplain  
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.*

Use the Science4Us product. Science4Us is an early elementary, interactive science program for students in Kindergarten-2nd grade. Digitally delivered with opportunities for hands-on learning and exploration, Science4Us offers more 350 online lessons and 1,000+ offline lessons aligned to the latest standards. Through songs, stories, poems, games and much more, Science4Us supports early educators in building essential science skills.

Use of the Gizmos product. Gizmos are interactive math and science simulations for grades 3-12. Over 400 Gizmos aligned to the latest standards help educators bring powerful new learning experiences to the classroom. Gizmos use an inquiry-based approach to learning that has been validated by extensive research as a highly effective way to build conceptual understanding.

Use of the Reflex Math product. Adaptive and individualized, Reflex is the most effective system for mastering basic facts in addition, subtraction, multiplication and division for grades 2+. Full of games that students love, Reflex takes students at every level and helps them quickly gain math fact fluency and confidence. Educators and parents love the powerful reporting that allows them to monitor progress and celebrate success.

Use of Frax product. Adaptive and game-based, ExploreLearning Frax® uses the latest research-proven instructional methods to create a better way to learn fractions. With Frax, students come to understand that fractions are numbers too. Fun challenges, personalized instruction, and motivating rewards help students build their skills and understanding—all while exploring the galaxy with fractions!



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.*

<b>Information Collected for Operation</b>	<b>Required/Automatic or Optional*</b>	<b>General Purpose of Collection</b>
Student First and Last Name	Required	Required to support product functionality
Student Username	Required	Required to support product functionality
Student Password	Required	Required to support product functionality
Grade	Required	Required to support product functionality
School ID	Required	Required to support product functionality
Language	Optional*	*If selected/provided by School Administrator
Student Middle Name	Optional*	*If selected/provided by School Administrator
Student Gender	Optional*	*If selected/provided by School Administrator
Student Ethnicity	Optional*	*If selected/provided by School Administrator
Special Ed Status	Optional*	*If selected/provided by School Administrator
Economic Disadvantage	Optional*	*If selected/provided by School Administrator
LEP (Limited English Proficiency)	Optional*	*If selected/provided by School Administrator
Teacher First and Last Name	Required	Required to support product functionality
Teacher Email	Required	Required to support product functionality
Teacher Password	Required	Required to support product functionality
School Leader/Admin First and Last Name	Required	Required to support product functionality
School Leader/Admin Role	Required	Required to support product functionality
School Leader/Admin Email Address	Required	Required to support product functionality
School Leader /Admin Password	Required	Required to support product functionality
School Leader /Admin Phone Number	Optional*	*If selected/provided by School Administrator
School Name	Required	Required to support product functionality
School Address	Required	Required to support product functionality
IP Address	Automatic	Required to support product functionality
Date/Time of Requests	Automatic	Required to support product functionality
Browser User Agent	Automatic	Required to support product functionality
Browser Session Identifier	Automatic	Required to support product functionality
Http Endpoint and Query Parameters	Automatic	Required to support product functionality
ExploreLearning Internal user_id or student_id	Automatic	Required to support product functionality
Student API Calls	Automatic	Required to support product functionality

3. What is the purpose of collecting student data?

Product update and enhancement notifications and in a customer service capacity when replying to support inquiries.

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.*

Service Provider (Subprocessor)	Description/Purpose for ExploreLearning Product	Location	ExploreLearning Product Supported			
			Gizmos	Science4Us	Reflex Math	Frax
Otava	Data Center Server Colocation Facility (MI)	USA	✓	✓	✓	✓
Evoque	Data Center Server Colocation Facility (TX)	USA	✓	✓	✓	✓
AWS	Cloud Database and Hosting Services, S3 data service and disaster recovery solution.	USA	✓	✓	✓	✓
SalesForce	Customer Relationship Management (CRM) solution - supports organization and management of account activity, billing and invoice documentation, technical and product support and other related communications with School and District customers	USA	✓	✓	✓	✓
Snowflake	Cloud Database and Hosting Services	USA	✓	✓	✓	✓
Comvault	Supports data back-up and recovery	USA	✓	✓	✓	✓

This list may change over time, and we will work hard to keep it up-to-date. If you have any questions, please contact us at [legal@explorellearning.com](mailto:legal@explorellearning.com).

<https://web.explorellearning.com/k12processing/>

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

See the second column to answer 4.

6. Please provide:

- Current quote (if available)

Please contact your sales rep, Gina DiPrima - [gina.diprima@explorellearning.com](mailto:gina.diprima@explorellearning.com)

Tiered pricing for future purchases

Please contact your sales rep, Gina DiPrima - [gina.diprima@explorellearning.com](mailto:gina.diprima@explorellearning.com)

Name and email for contract notices

Please contact your sales rep, Gina DiPrima - [gina.diprima@explorellearning.com](mailto:gina.diprima@explorellearning.com)

Name and title of person who will sign the contract

Julia M Given, VP Finance

Does the system allow integration for rostering?

Yes .  No

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

Rostering Integrations Offered: <https://explorellearning.my.site.com/help/s/article/Rostering-Integrations-Offered>

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.

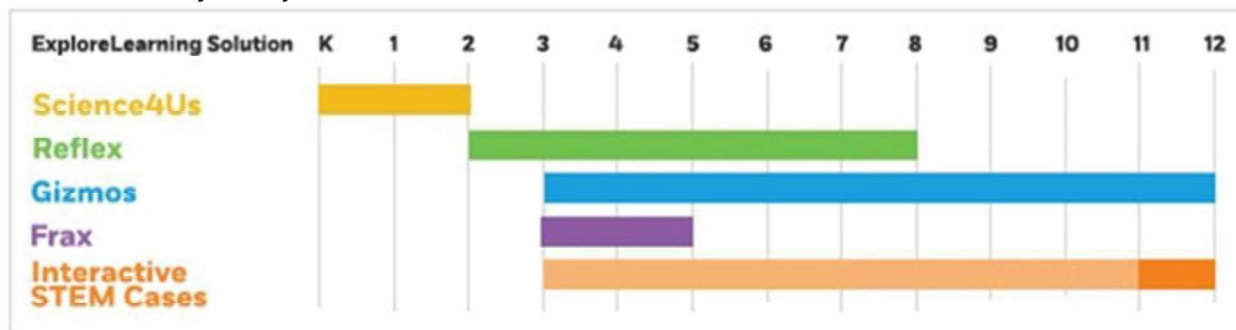
PSD must have specific information from the company in a separate document, which will become an exhibit to the contract. Links to online privacy policies will not be accepted; these policies must be transparently identified in a static document.

# Exhibit B

## Your K-12 STEM Solution

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

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



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

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

[www.fraxmath.com](http://www.fraxmath.com)

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

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

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

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

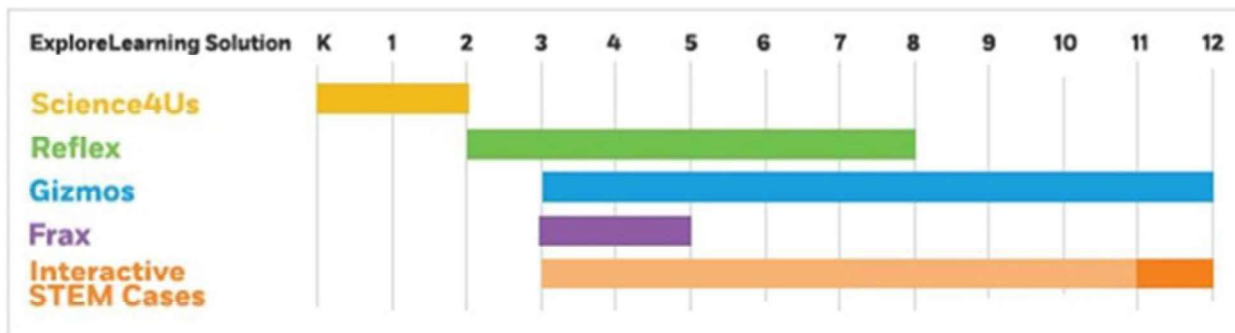
### Gizmos: Get hands-on with math and science.

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

[www.explorelearning.com](http://www.explorelearning.com).

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

## Your K-12 STEM Solution



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

Site license of Frax

\$2295 for all targeted students at a single site

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

Site of S4U and Elementary Gizmos

K-5 \$2995 and K-8 \$3995 at a single site

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

Reflex per student under 1 teacher account

\$35 per student seat

Reflex site

\$3295 for all targeted students at a single site

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

#### TEACHER PLUS STUDENTS

\$920 per teacher (1 to 2 licenses)

One teacher plus all classes of students under that teacher only

\$690 per teacher (3 or more licenses)

#### SITE LICENSE-TOTAL ENROLLMENT

\$8.25 per student

All teachers and all students in 1 school - both Math and Science

(\$3295 min, \$11500 max)

#### MATH OR SCIENCE DEPARTMENT LICENSE-

\$4.95 per student

#### TOTAL ENROLLMENT

All Math or all Science teachers and respective students in 1 school (\$2195 min, \$7350 max)

**All product licenses are for 12 months. Discounts are provided for multi-year and multi-product purchases. Initial Training is included.**

# Exhibit C

# ExploreLearning Accessibility Conformance Report

## WCAG Edition

(Based on VPAT® Version 2.4Rev)

**Name of Product/Version: Frax Student Application**

**Report Date: September 2023**

**Product Description: Frax is an adaptive, game-based program using the latest research-based instructional methods to create a better way to learn fractions.**

**Contact Information: Mike Rodbell (mike.rodbell@explorellearning.com)**

**Notes:**

**Evaluation Methods Used: Testing is based on internal review.**

**Applicable Standards/Guidelines**

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

Standard/Guideline	Included In Report
<a href="#">Web Content Accessibility Guidelines 2.0</a>	Level A <input type="checkbox"/> (Yes / No ) Level AA <input type="checkbox"/> (Yes / No ) Level AAA <input type="checkbox"/> (Yes / No )

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Standard/Guideline	Included In Report
<a href="#">Web Content Accessibility Guidelines 2.1</a>	Level A (Yes / No ) Level AA (Yes / No ) Level AAA (Yes / No )

## Terms

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

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

## WCAG 2.1 Report

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

**Table 1: Success Criteria, Level A**

Notes:

Criteria	Conformance Level	Remarks and Explanations
<a href="#">1.1.1 Non-text Content</a> (Level A)	Supports	Text equivalents provided.
<a href="#">1.2.1 Audio-only and Video-only (Prerecorded)</a> (Level A)	Supports	Closed captioning provided.
<a href="#">1.2.2 Captions (Prerecorded)</a> (Level A)	Supports	Closed captioning provided.
<a href="#">1.2.3 Audio Description or Media Alternative (Prerecorded)</a> (Level A)	Supports	Closed captioning provided.
<a href="#">1.3.1 Info and Relationships</a> (Level A)	Does Not Support	Many games use positional and visual references for game-play, which cannot be determined programmatically.
<a href="#">1.3.2 Meaningful Sequence</a> (Level A)	Does Not Support	Some activities use sequences that are important for students to demonstrate understanding, for example multiple question response choices, which cannot be determined programmatically.
<a href="#">1.3.3 Sensory Characteristics</a> (Level A)	Partially Supports	Much of the Frax experience are text responses to math problems, without dependence on shape, size, location, orientation, or sound. However, block models, number lines, and other mathematical representations are used with fraction problems.
<a href="#">1.4.1 Use of Color</a> (Level A)	Supports	
<a href="#">1.4.2 Audio Control</a> (Level A)	Supports	Audio and Music controls can be toggled on/off.
<a href="#">2.1.1 Keyboard</a> (Level A)	Does Not Support	
<a href="#">2.1.2 No Keyboard Trap</a> (Level A)	Does Not Support	
<a href="#">2.1.4 Character Key Shortcuts</a> (Level A 2.1 only)	Not Applicable	Shortcuts are not used.
<a href="#">2.2.1 Timing Adjustable</a> (Level A)	Partially Support	Most Frax activities do not require a time-based response. There are several quiz activities that do have time limits that cannot be extended.
<a href="#">2.2.2 Pause, Stop, Hide</a> (Level A)	Partially Supports	Game navigation and animations provide pause/resume control. However, some animations can only be paused by navigating away from the app. For example, the

Criteria	Conformance Level	Remarks and Explanations
		orientation session tutorial animation.
<a href="#">2.3.1 Three Flashes or Below Threshold</a> (Level A)	Supports	Repeated flashes are not used.
<a href="#">2.4.1 Bypass Blocks</a> (Level A)	Not Applicable	Frax app does not have “block” content.
<a href="#">2.4.2 Page Titled</a> (Level A)	Supports	Titles are provided for navigating individual game activities.
<a href="#">2.4.3 Focus Order</a> (Level A)	Does Not Support	
<a href="#">2.4.4 Link Purpose (In Context)</a> (Level A)	Not Applicable	Links are not provided in the student app.
<a href="#">2.5.1 Pointer Gestures</a> (Level A 2.1 only)	Not Applicable	Path-based gestures are not used in the student app.
<a href="#">2.5.2 Pointer Cancellation</a> (Level A 2.1 only)	Supports	Number input options emulate keyboard actions, which are essential down events.
<a href="#">2.5.3 Label in Name</a> (Level A 2.1 only)	Does Not Support	
<a href="#">2.5.4 Motion Actuation</a> (Level A 2.1 only)	Not Applicable	Sensor inputs are not used.
<a href="#">3.1.1 Language of Page</a> (Level A)	Does Not Support	
<a href="#">3.2.1 On Input</a> (Level A)	Supports	Focus events do not trigger changes in page content/actions.
<a href="#">3.2.2 On Input</a> (Level A)	Supports	On screen text, or closed captioning for character animations, describe changes in gameplay after completed activities.
<a href="#">3.3.1 Error Identification</a> (Level A)	Supports	Frax provides on-screen help text if incorrect answers are submitted.
<a href="#">3.3.2 Labels or Instructions</a> (Level A)	Supports	The orientation session for new users explains program usage. Input options are displayed with on-screen, text labels and on-screen help messaging.
<a href="#">4.1.1 Parsing</a> (Level A)	Supports	
<a href="#">4.1.2 Name, Role, Value</a> (Level A)	Does Not Support	

**Table 2: Success Criteria, Level AA**

Notes:

Criteria	Conformance Level	Remarks and Explanations
<a href="#">1.2.4 Captions (Live)</a> (Level AA)	Not Applicable	Live audio is not provided.
<a href="#">1.2.5 Audio Description (Prerecorded)</a> (Level AA)	Supports	Closed captioning provided.
<a href="#">1.3.4 Orientation</a> (Level AA 2.1 only)	Does Not Support	Landscape orientation is restricted in the mobile app.
<a href="#">1.3.5 Identify Input Purpose</a> (Level AA 2.1 only)	Not Applicable	Student app does not use a form input collecting information about the user.
<a href="#">1.4.3 Contrast (Minimum)</a> (Level AA)	Partially Supports	Much of the text in the app, but not all, has contrasting color with the adjacent background color that exceed the required contrast ratios.
<a href="#">1.4.4 Resize text</a> (Level AA)	Does Not Support	
<a href="#">1.4.5 Images of Text</a> (Level AA)	Supports	
<a href="#">1.4.10 Reflow</a> (Level AA 2.1 only)	Supports	Scrolling is not required.
<a href="#">1.4.11 Non-text Contrast</a> (Level AA 2.1 only)	Partially Supports	Much of the components/objects in the app, but not all, have contrasting color with the adjacent background color that exceed the required contrast ratios.
<a href="#">1.4.12 Text Spacing</a> (Level AA 2.1 only)	Partially Supports	Much of the text in the app allows changes to text style properties. However, some text limits possible spacing modifications, or styling changes reposition text outside of button boundaries.
<a href="#">1.4.13 Content on Hover or Focus</a> (Level AA 2.1 only)	Supports	Loss of focus from the page pauses the app. Return of focus to the page prompts the user to dismiss the pause interruption by selecting resume.
<a href="#">2.4.5 Multiple Ways</a> (Level AA)	Not Applicable	Frax app uses a single page structure with embedded resources.
<a href="#">2.4.6 Headings and Labels</a> (Level AA)	Supports	Labels are text descriptive within the app and games. Headings are not used.
<a href="#">2.4.7 Focus Visible</a> (Level AA)	Does Not Support	
<a href="#">3.1.2 Language of Parts</a> (Level AA)	Does Not Support	
<a href="#">3.2.3 Consistent Navigation</a> (Level AA)	Not Applicable	Frax app uses a single page structure without repeated content.
<a href="#">3.2.4 Consistent Identification</a> (Level AA)	Not Applicable	Frax app uses a single page structure without functional components.

Criteria	Conformance Level	Remarks and Explanations
<a href="#">3.3.3 Error Suggestion</a> (Level AA)	Supports	Frax provides input options in the game to prevent input errors. Restricted input options are displayed with on-screen text labels.
<a href="#">3.3.4 Error Prevention (Legal, Financial, Data)</a> (Level AA)	Not Applicable	Frax student app does not cause legal commitments or financial transactions.
<a href="#">4.1.3 Status Messages</a> (Level AA 2.1 only)	Does Not Support	Some changes in game content cannot be programmatically determined as status messages.

**Table 3: Success Criteria, Level AAA**

Notes:

Criteria	Conformance Level	Remarks and Explanations
<a href="#">1.2.6 Sign Language (Prerecorded)</a> (Level AAA)	Does Not Support	
<a href="#">1.2.7 Extended Audio Description (Prerecorded)</a> (Level AAA)	Does Not Support	
<a href="#">1.2.8 Media Alternative (Prerecorded)</a> (Level AAA)	Does Not Support	
<a href="#">1.2.9 Audio-only (Live)</a> (Level AAA)	Not Applicable	Live audio is not provided.
<a href="#">1.3.6 Identifv Purpose</a> (Level AAA 2.1 only)	Does Not Support	
<a href="#">1.4.6 Contrast (Enhanced)</a> (Level AAA)	Does Not Support	
<a href="#">1.4.7 Low or No Background Audio</a> (Level AAA)	Supports	Background music, and audio, can be toggled on/off.
<a href="#">1.4.8 Visual Presentation</a> (Level AAA)	Does Not Support	
<a href="#">1.4.9 Images of Text (No Exception)</a> (Level AAA)	Does Not Support	
<a href="#">2.1.3 Keyboard (No Exception)</a> (Level AAA)	Does Not Support	
<a href="#">2.2.3 No Timing</a> (Level AAA)	Does Not Support	
<a href="#">2.2.4 Interruptions</a> (Level AAA)	Not Applicable	
<a href="#">2.2.5 Re-authenticating</a> (Level AAA)	Supports	Frax automatically records student progress.
<a href="#">2.2.6 Timeouts</a> (Level AAA 2.1 only)	Supports	Frax automatically records student progress.
<a href="#">2.3.2 Three Flashes</a> (Level AAA)	Supports	Repeated flashes are not used.
<a href="#">2.3.3 Animation from Interactions</a> (Level AAA 2.1 only)	Does Not Support	Frax games use motion animation, which cannot be

Criteria	Conformance Level	Remarks and Explanations
		disabled.
<a href="#">2.4.8 Location</a> (Level AAA)	Supports	Breadcrumb labels are provided for the user's location when navigating between content pages.
<a href="#">2.4.9 Link Purpose (Link Only)</a> (Level AAA)	Not Applicable	Links are not provided in the Student app.
<a href="#">2.4.10 Section Headings</a> (Level AAA)	Supports	Frax uses section headings to select between games.
<a href="#">2.5.5 Target Size</a> (Level AAA 2.1 only)	Does Not Support	Some pointer inputs are smaller than 44x44 css pixels.
<a href="#">2.5.6 Concurrent Input Mechanisms</a> (Level AAA 2.1 only)	Does Not Support	
<a href="#">3.1.3 Unusual Words</a> (Level AAA)	Does Not Support	
<a href="#">3.1.4 Abbreviations</a> (Level AAA)	Not Applicable	
<a href="#">3.1.5 Reading Level</a> (Level AAA)	Supports	
<a href="#">3.1.6 Pronunciation</a> (Level AAA)	Does Not Support	
<a href="#">3.2.5 Change on Request</a> (Level AAA)	Supports	
<a href="#">3.3.5 Help</a> (Level AAA)	Supports	Games provide instructions, as well as an on-screen control, to view context-sensitive help.
<a href="#">3.3.6 Error Prevention (AII)</a> (Level AAA)	Supports	Input types are restricted to prevent input errors. For example, inputs to math fact problems only register from a number pad. There are no adverse consequences from entering data to play games in Frax. Data entered by the user is checked and the games provide feedback to help students improve their accuracy.

## Legal Disclaimer (Company)

This document is for informational purposes only. ExploreLearning makes no warranties, expressed or implied, in this document. The information contained in this document represents the current view of ExploreLearning on the issues discussed as of the date of

publication. Because ExploreLearning must respond to changing market conditions, it should not be interpreted to be a commitment on the part of ExploreLearning, and ExploreLearning cannot guarantee the accuracy of any information presented after the date of publication.

# [Company] Accessibility Conformance Report

## WCAG Edition

(Based on VPAT® Version 2.4Rev)

**Name of Product/Version: Gizmos**

**Report Date: May 2023**

**Product Description: Gizmos are interactive math and science labs and simulations for grades 3-12.**

**Contact Information: [legal@explorellearning.com](mailto:legal@explorellearning.com)**

**Notes:**

**Evaluation Methods Used:** Testing is based on internal review, 3<sup>rd</sup> party product assessment by Deque Systems, and Axe Tools.

### Applicable Standards/Guidelines

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

Standard/Guideline	Included In Report
<a href="#">Web Content Accessibility Guidelines 2.0</a>	Level A (Yes / No )
	Level AA (Yes / No )

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



Standard/Guideline	Included In Report
<a href="#">Web Content Accessibility Guidelines 2.1</a>	Level AAA (Yes / No ) Level A (Yes / No ) Level AA (Yes / No ) Level AAA (Yes / No )

## Terms

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

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

## WCAG 2.x Report

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

**Table 1: Success Criteria, Level A**

Notes:

Criteria	Conformance Level	Remarks and Explanations
<a href="#">1.1.1 Non-text Content</a> (Level A)	Partially Supports	Some images and buttons within Gizmo simulations do not provide alternative text.
<a href="#">1.2.1 Audio-only and Video-only (Prerecorded)</a> (Level A)	Not Applicable	Prerecorded audio/video is not used. Optional sounds can be selectively disabled.
<a href="#">1.2.2 Captions (Prerecorded)</a> (Level A)	Not Applicable	Prerecorded audio/video is not used. Optional sounds can be selectively disabled.
<a href="#">1.2.3 Audio Description or Media Alternative (Prerecorded)</a> (Level A)	Not Applicable	Prerecorded audio/video is not used. Optional sounds can be selectively disabled.
<a href="#">1.3.1 Info and Relationships</a> (Level A)	Does Not Support	
<a href="#">1.3.2 Meaningful Sequence</a> (Level A)	Does Not Support	
<a href="#">1.3.3 Sensory Characteristics</a> (Level A)	Supports	Text instructions are provided for understanding and operating content.
<a href="#">1.4.1 Use of Color</a> (Level A)	Does Not Support	Some simulation elements rely on color recognition.
<a href="#">1.4.2 Audio Control</a> (Level A)	Supports	Sounds are optional and can be disabled.
<a href="#">2.1.1 Keyboard</a> (Level A)	Partially Supports	Most of Gizmos can be controlled by a keyboard. However some simulation elements cannot be controlled by a keyboard.
<a href="#">2.1.2 No Keyboard Trap</a> (Level A)	Supports	
<a href="#">2.1.4 Character Key Shortcuts</a> (Level A 2.1 only)	Not Applicable	Shortcuts are not used.
<a href="#">2.2.1 Timing Adjustable</a> (Level A)	Partially Supports	Time-based responses are rarely used in Gizmos, and when required users can repeat the simulation and try again.
<a href="#">2.2.2 Pause, Stop, Hide</a> (Level A)	Partially Supports	Most auto-updating information are controlled by pause/play options. However, some animations can't be paused.
<a href="#">2.3.1 Three Flashes or Below Threshold</a> (Level A)	Supports	Repeated flashes are not used.
<a href="#">2.4.1 Bypass Blocks</a> (Level A)	Does Not Support	Section headings are used in most, but not all, pages.

Criteria	Conformance Level	Remarks and Explanations
<a href="#">2.4.2 Page Titled</a> (Level A)	Supports	
<a href="#">2.4.3 Focus Order</a> (Level A)	Supports	
<a href="#">2.4.4 Link Purpose (In Context)</a> (Level A)	Supports	
<a href="#">2.5.1 Pointer Gestures</a> (Level A 2.1 only)	Partially Supports	Many Gizmos do not require gestures, and slider inputs can be toggled with a keyboard or with alternative options for text-based input. However, some Gizmos include components requiring click-based dragging.
<a href="#">2.5.2 Pointer Cancellation</a> (Level A 2.1 only)	Supports	
<a href="#">2.5.3 Label in Name</a> (Level A 2.1 only)	Supports	
<a href="#">2.5.4 Motion Actuation</a> (Level A 2.1 only)	Not Applicable	Sensor inputs are not used.
<a href="#">3.1.1 Language of Page</a> (Level A)	Supports	Translated print materials are provided to the teacher.
<a href="#">3.2.1 On Focus</a> (Level A)	Supports	Focus events do not trigger changes in page content/actions.
<a href="#">3.2.2 On Input</a> (Level A)	Partially Supports	Some simulations are dependent on user entry/manipulation.
<a href="#">3.3.1 Error Identification</a> (Level A)	Supports	
<a href="#">3.3.2 Labels or Instructions</a> (Level A)	Supports	Labels and text instructions are provided for understanding and operating content.
<a href="#">4.1.1 Parsing</a> (Level A)	Supports	
<a href="#">4.1.2 Name, Role, Value</a> (Level A)	Partially Supports	Names and roles are supported, but some user controlled values or states cannot be programmatically determined.

**Table 2: Success Criteria, Level AA**

Notes:

Criteria	Conformance Level	Remarks and Explanations
<a href="#">1.2.4 Captions (Live)</a> (Level AA)	Not Applicable	Live audio is not provided.
<a href="#">1.2.5 Audio Description (Prerecorded)</a> (Level AA)	Not Applicable	

Criteria	Conformance Level	Remarks and Explanations
<a href="#">1.3.4 Orientation</a> (Level AA 2.1 only)	Supports	
<a href="#">1.3.5 Identify Input Purpose</a> (Level AA 2.1 only)	Not Applicable	Gizmos does not use a form input collecting information about the user.
<a href="#">1.4.3 Contrast (Minimum)</a> (Level AA)	Partially Supports	Much of the components/objects in the program, but not all, have contrasting color with the adjacent background color that exceed the required contrast ratios.
<a href="#">1.4.4 Resize text</a> (Level AA)	Partially Supports	Browser tools may be used to adjust text size or zoom in on images, but some page elements do not dynamically resize.
<a href="#">1.4.5 Images of Text</a> (Level AA)	Partially Supports	Many of the simulations are based on graphical representations of information. These are not always accompanied by text.
<a href="#">1.4.10 Reflow</a> (Level AA 2.1 only)	Supports	Two-dimensional scrolling is not required.
<a href="#">1.4.11 Non-text Contrast</a> (Level AA 2.1 only)	Does Not Support	
<a href="#">1.4.12 Text Spacing</a> (Level AA 2.1 only)	Partially Supports	Much of the text in the program allows changes to text style properties. However, some text limits possible spacing modifications, or styling changes reposition text outside of button boundaries.
<a href="#">1.4.13 Content on Hover or Focus</a> (Level AA 2.1 only)	Partially Supports	Most Gizmos don't utilize hover content. A few Gizmos provide hover messages where the pointer cannot be moved over the additional content without disappearing.
<a href="#">2.4.5 Multiple Ways</a> (Level AA)	Supports	Gizmos provides multiple methods for locating content, including search and pages with assigned/recommended content.
<a href="#">2.4.6 Headings and Labels</a> (Level AA)	Partially Supports	Most headings and labels have text descriptions, but some Gizmos have unlabeled controls.
<a href="#">2.4.7 Focus Visible</a> (Level AA)	Supports	
<a href="#">3.1.2 Language of Parts</a> (Level AA)	Supports	
<a href="#">3.2.3 Consistent Navigation</a> (Level AA)	Supports	

Criteria	Conformance Level	Remarks and Explanations
<a href="#">3.2.4 Consistent Identification</a> (Level AA)	Supports	
<a href="#">3.3.3 Error Suggestion</a> (Level AA)	Supports	
<a href="#">3.3.4 Error Prevention (Legal, Financial, Data)</a> (Level AA)	Not Applicable	Gizmos does not cause legal commitments or financial transactions.
<a href="#">4.1.3 Status Messages</a> (Level AA 2.1 only)	Partially Supports	Some Gizmo simulations display new unlabeled information.

**Table 3: Success Criteria, Level AAA**

Notes:

Criteria	Conformance Level	Remarks and Explanations
<a href="#">1.2.6 Sign Language (Prerecorded)</a> (Level AAA)	Does Not Support	
<a href="#">1.2.7 Extended Audio Description (Prerecorded)</a> (Level AAA)	Does Not Support	
<a href="#">1.2.8 Media Alternative (Prerecorded)</a> (Level AAA)	Does Not Support	
<a href="#">1.2.9 Audio-only (Live)</a> (Level AAA)	Not Applicable	Live audio is not provided.
<a href="#">1.3.6 Identify Purpose</a> (Level AAA 2.1 only)	Does Not Support	
<a href="#">1.4.6 Contrast (Enhanced)</a> (Level AAA)	Does Not Support	
<a href="#">1.4.7 Low or No Background Audio</a> (Level AAA)	Supports	Background music, and audio, can be toggled on/off.
<a href="#">1.4.8 Visual Presentation</a> (Level AAA)	Does Not Support	
<a href="#">1.4.9 Images of Text (No Exception)</a> (Level AAA)	Does Not Support	
<a href="#">2.1.3 Keyboard (No Exception)</a> (Level AAA)	Does Not Support	
<a href="#">2.2.3 No Timing</a> (Level AAA)	Does Not Support	
<a href="#">2.2.4 Interruptions</a> (Level AAA)	Not Applicable	
<a href="#">2.2.5 Re-authenticating</a> (Level AAA)	Partially Supports	Student progress is recorded for some, but not all Gizmos activities.
<a href="#">2.2.6 Timeouts</a> (Level AAA 2.1 only)	Does Not Support	
<a href="#">2.3.2 Three Flashes</a> (Level AAA)	Supports	Repeated flashes are not used.

Criteria	Conformance Level	Remarks and Explanations
<a href="#">2.3.3 Animation from Interactions</a> (Level AAA 2.1 only)	Does Not Support	Gizmos simulations use motion animation, which cannot be disabled.
<a href="#">2.4.8 Location</a> (Level AAA)	Supports	Link navigation and breadcrumbs are provided.
<a href="#">2.4.9 Link Purpose (Link Only)</a> (Level AAA)	Supports	Text is provided for link purpose.
<a href="#">2.4.10 Section Headings</a> (Level AAA)	Supports	Section headings are provided.
<a href="#">2.5.5 Target Size</a> (Level AAA 2.1 only)	Does Not Support	Some pointer inputs are smaller than 44x44 css pixels.
<a href="#">2.5.6 Concurrent Input Mechanisms</a> (Level AAA 2.1 only)	Does Not Support	
<a href="#">3.1.3 Unusual Words</a> (Level AAA)	Supports	Vocabulary and handbook resources are provided with definitions of instructional terminology.
<a href="#">3.1.4 Abbreviations</a> (Level AAA)	Not Applicable	
<a href="#">3.1.5 Reading Level</a> (Level AAA)	Supports	Gizmos provides optional instructional content designed for grades 3 through 12.
<a href="#">3.1.6 Pronunciation</a> (Level AAA)	Does Not Support	
<a href="#">3.2.5 Change on Request</a> (Level AAA)	Supports	
<a href="#">3.3.5 Help</a> (Level AAA)	Supports	Gizmos provide context-sensitive instructions and activity instructions.
<a href="#">3.3.6 Error Prevention (All)</a> (Level AAA)	Supports	Assessment questions submissions are checked, and information entered in simulations is reversible.

## Legal Disclaimer (Company)

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ExploreLearning cannot guarantee the accuracy of any information presented after the date of publication.

# ExploreLearning Accessibility Conformance Report

## WCAG Edition

(Based on VPAT® Version 2.4Rev)

**Name of Product/Version: Science4Us Student Application**

**Report Date: September 2023**

**Product Description: Science4Us is K-2<sup>nd</sup> grade, interactive science solution. Science4Us contains 28 instructional modules that align with the 5E Model of Engage, Explore, Explain, Elaborate and Evaluate. With Science4Us, students engage in standards-based, cross curricular learning that builds important foundational science knowledge.**

**Contact Information: Mike Rodbell (mike.rodbell@explorellearning.com)**

**Notes:**

**Evaluation Methods Used: Testing is based on internal review.**

**Applicable Standards/Guidelines**

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

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Standard/Guideline	Included In Report
<a href="#">Web Content Accessibility Guidelines 2.0</a>	Level A (Yes / No ) Level AA (Yes / No ) Level AAA (Yes / No )
<a href="#">Web Content Accessibility Guidelines 2.1</a>	Level A (Yes / No ) Level AA (Yes / No ) Level AAA (Yes / No )

## Terms

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

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

## WCAG 2.1 Report

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

**Table 1: Success Criteria, Level A**

Notes:

Criteria	Conformance Level	Remarks and Explanations
<a href="#"><u>1.1.1 Non-text Content</u></a> (Level A)	Partially Supports	Science4Us lesson and game content is designed for pre to emerging readers, therefore, much of the content is delivered through images. The text that is included is read aloud for students in most scenarios. The non-text content in the Evaluation is available in a text-only multiple choice version.
<a href="#"><u>1.2.1 Audio-only and Video-only (Prerecorded)</u></a> (Level A)	Partially Supports	Printable text is available for all song, stories and poems [Elaborate Literacy Arts].
<a href="#"><u>1.2.2 Captions (Prerecorded)</u></a> (Level A)	Does Not Support	
<a href="#"><u>1.2.3 Audio Description or Media Alternative (Prerecorded)</u></a> (Level A)	Does Not Support	
<a href="#"><u>1.3.1 Info and Relationships</u></a> (Level A)	Partially Supports	Some of the Science4Us lesson and game content can be programmatically determined. Some Explore and Elaborate games may not be programmatically determined.
<a href="#"><u>1.3.2 Meaningful Sequence</u></a> (Level A)	Supports	The individual lessons and games are linear in nature.
<a href="#"><u>1.3.3 Sensory Characteristics</u></a> (Level A)	Partially Supports	Many games do have instructional questions that rely on shape and orientation for navigation.
<a href="#"><u>1.4.1 Use of Color</u></a> (Level A)	Supports	Science4Us games do not rely on the use of color to navigate games.
<a href="#"><u>1.4.2 Audio Control</u></a> (Level A)	Partially Supports	Audio controls to play, pause and rewind content are available in the Science4Us Explain lessons. Audio directions can be repeated in games using the 'ear icon.'
<a href="#"><u>2.1.1 Keyboard</u></a> (Level A)	Partially Supports	Keyboard input is available in various Science4Us games [e.g. Notebook, and many Elaborate lessons]. Other games do require mouse input.
<a href="#"><u>2.1.2 No Keyboard Trap</u></a> (Level A)	Does Not Support	
<a href="#"><u>2.1.4 Character Key Shortcuts</u></a> (Level A 2.1 only)	Not Applicable	Shortcuts are not used.
<a href="#"><u>2.2.1 Timing Adjustable</u></a> (Level A)	Not Applicable	Timing is not implemented in Science4Us.

Criteria	Conformance Level	Remarks and Explanations
<a href="#">2.2.2 Pause, Stop, Hide</a> (Level A)	Partially Supports	A subset of Science4Us lessons [e.g. Student] can be paused and started using easy to identify navigation tools embedded in the game.
<a href="#">2.3.1 Three Flashes or Below Threshold</a> (Level A)	Supports	Repeated flashes are not used.
<a href="#">2.4.1 Bypass Blocks</a> (Level A)	Supports	Optional 'Skip' buttons have been added to games to allow students to bypass game introductions and Notebook prompts.
<a href="#">2.4.2 Page Titled</a> (Level A)	Partially Supports	Student login pages have page titles. Not applicable to most of the student app.
<a href="#">2.4.3 Focus Order</a> (Level A)	Does Not Support	
<a href="#">2.4.4 Link Purpose (In Context)</a> (Level A)	Not Applicable	Links are not provided in the student app.
<a href="#">2.5.1 Pointer Gestures</a> (Level A 2.1 only)	Supports	All path-based gestures can be operated with a single pointer.
<a href="#">2.5.2 Pointer Cancellation</a> (Level A 2.1 only)	Supports	Number input options emulate keyboard actions, which are essential down events.
<a href="#">2.5.3 Label in Name</a> (Level A 2.1 only)	Partially Supports	Alt text is present to support student navigation of online content.
<a href="#">2.5.4 Motion Actuation</a> (Level A 2.1 only)	Not Applicable	Sensor inputs are not used.
<a href="#">3.1.1 Language of Page</a> (Level A)	Supports	Science4Us is only available in English.
<a href="#">3.2.1 On Focus</a> (Level A)	Supports	Focus events do not initiate a change of context.
<a href="#">3.2.2 On Input</a> (Level A)	Supports	Input components that navigate to new content are described.
<a href="#">3.3.1 Error Identification</a> (Level A)	Supports	Students are supported throughout all Science4Us activities. When specific inputs are required, students will be guided. If the input is incorrect, student will receive helpful feedback.
<a href="#">3.3.2 Labels or Instructions</a> (Level A)	Partially Supports	Students are supported throughout all Science4Us activities. The majority of activities are inclusive of labels and instructions, however, there are activities where students are interacting with animated content and written instructions may not be provided.

Criteria	Conformance Level	Remarks and Explanations
<a href="#">4.1.1 Parsing</a> (Level A)	Supports	
<a href="#">4.1.2 Name, Role, Value</a> (Level A)	Supports	

**Table 2: Success Criteria, Level AA**

Notes:

Criteria	Conformance Level	Remarks and Explanations
<a href="#">1.2.4 Captions (Live)</a> (Level AA)	Not Applicable	Live audio is not provided.
<a href="#">1.2.5 Audio Description (Prerecorded)</a> (Level AA)	Does Not Support	Closed captioning is not available in Science4Us online activities and video content.
<a href="#">1.3.4 Orientation</a> (Level AA 2.1 only)	Supports	Science4Us doesn't restrict the page orientation for online activities. Students are able to expand all games to full-screen format.
<a href="#">1.3.5 Identify Input Purpose</a> (Level AA 2.1 only)	Not Applicable	Student app does not use a form input collecting information about the user.
<a href="#">1.4.3 Contrast (Minimum)</a> (Level AA)	Supports	The lesson and game text meet the minimum contrast ratio of 4:5:1.
<a href="#">1.4.4 Resize text</a> (Level AA)	Does Not Support	
<a href="#">1.4.5 Images of Text</a> (Level AA)	Partially Supports	Most Science4Us lesson and game content is conveyed as text. However, some videos include embedded text captions.
<a href="#">1.4.10 Reflow</a> (Level AA 2.1 only)	Supports	Lesson and game content can be presented without loss of information or functionality, and without requiring scrolling in two dimensions.
<a href="#">1.4.11 Non-text Contrast</a> (Level AA 2.1 only)	Supports	The visual presentation of both the user interface components and graphical objects meet the requirement of the 3:1 contrast ratio.
<a href="#">1.4.12 Text Spacing</a> (Level AA 2.1 only)	Partially Supports	Most text formatting can be controlled. However, some videos include embedded text captions.
<a href="#">1.4.13 Content on Hover or Focus</a> (Level AA 2.1 only)	Does Not Support	

Criteria	Conformance Level	Remarks and Explanations
<a href="#">2.4.5 Multiple Ways</a> (Level AA)	Not Applicable	Science4Us app uses a single page structure with embedded resources.
<a href="#">2.4.6 Headings and Labels</a> (Level AA)	Partially Supports	Labels are text descriptive within the app and games. Headings are not used.
<a href="#">2.4.7 Focus Visible</a> (Level AA)	Supports	
<a href="#">3.1.2 Language of Parts</a> (Level AA)	Does Not Support	
<a href="#">3.2.3 Consistent Navigation</a> (Level AA)	Supports	
<a href="#">3.2.4 Consistent Identification</a> (Level AA)	Supports	
<a href="#">3.3.3 Error Suggestion</a> (Level AA)	Supports	
<a href="#">3.3.4 Error Prevention (Legal, Financial, Data)</a> (Level AA)	Not Applicable	The student app does not cause legal commitments or financial transactions for the user occur, that modify or delete user controllable data in data storage systems, or that submit user test responses.
<a href="#">4.1.3 Status Messages</a> (Level AA 2.1 only)	Does Not Support	

**Table 3: Success Criteria, Level AAA**

Notes:

Criteria	Conformance Level	Remarks and Explanations
<a href="#">1.2.6 Sign Language (Prerecorded)</a> (Level AAA)	Does Not Support	
<a href="#">1.2.7 Extended Audio Description (Prerecorded)</a> (Level AAA)	Does Not Support	
<a href="#">1.2.8 Media Alternative (Prerecorded)</a> (Level AAA)	Does Not Support	
<a href="#">1.2.9 Audio-only (Live)</a> (Level AAA)	Not Applicable	Live audio is not provided.
<a href="#">1.3.6 Identifv Purpose</a> (Level AAA 2.1 only)	Does Not Support	
<a href="#">1.4.6 Contrast (Enhanced)</a> (Level AAA)	Does Not Support	
<a href="#">1.4.7 Low or No Background Audio</a> (Level AAA)	Partially Supports	For prerecorded audio-only content, most background sound is 20dB lower than the foreground speech content.
<a href="#">1.4.8 Visual Presentation</a> (Level AAA)	Does Not Support	

Criteria	Conformance Level	Remarks and Explanations
<a href="#">1.4.9 Images of Text (No Exception)</a> (Level AAA)	Does Not Support	
<a href="#">2.1.3 Keyboard (No Exception)</a> (Level AAA)	Does Not Support	
<a href="#">2.2.3 No Timing</a> (Level AAA)	Supports	Timing is not an essential part of the Science4Us lessons and games.
<a href="#">2.2.4 Interruptions</a> (Level AAA)	Not Applicable	
<a href="#">2.2.5 Re-authenticating</a> (Level AAA)	Supports	Science4Us automatically records student progress.
<a href="#">2.2.6 Timeouts</a> (Level AAA 2.1 only)	Supports	Science4Us automatically records student progress.
<a href="#">2.3.2 Three Flashes</a> (Level AAA)	Supports	Repeated flashes are not used.
<a href="#">2.3.3 Animation from Interactions</a> (Level AAA 2.1 only)	Does Not Support	
<a href="#">2.4.8 Location</a> (Level AAA)	Supports	The student dashboard provides location and context information to students.
<a href="#">2.4.9 Link Purpose (Link Only)</a> (Level AAA)	Not Applicable	The Science4Us student app doesn't provide links.
<a href="#">2.4.10 Section Headings</a> (Level AAA)	Supports	All Science4Us lessons have clear titles and headings. On the student dashboard, assignments cards are also labeled with headers.
<a href="#">2.5.5 Target Size</a> (Level AAA 2.1 only)	Supports	The target for pointer inputs is at least 44 by 44 CSS pixels.
<a href="#">2.5.6 Concurrent Input Mechanisms</a> (Level AAA 2.1 only)	Does Not Support	
<a href="#">3.1.3 Unusual Words</a> (Level AAA)	Supports	A glossary is provided with definitions of instructional terminology.
<a href="#">3.1.4 Abbreviations</a> (Level AAA)	Not Applicable	
<a href="#">3.1.5 Reading Level</a> (Level AAA)	Supports	Science4Us online activities are read aloud for students.
<a href="#">3.1.6 Pronunciation</a> (Level AAA)	Does Not Support	
<a href="#">3.2.5 Change on Request</a> (Level AAA)	Supports	
<a href="#">3.3.5 Help</a> (Level AAA)	Supports	
<a href="#">3.3.6 Error Prevention (All)</a> (Level AAA)	Supports	Student responses are reported to their teacher via Reports, and Teachers have the discretion to reassign a lesson or game to a student to complete again, if needed. There are no limits to the number of times a student can complete a lesson or game.

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# [Company] Accessibility Conformance Report

## WCAG Edition

(Based on VPAT® Version 2.4Rev)

**Name of Product/Version: Reflex Student Application**

**Report Date: March 2023**

**Product Description: Reflex is an adaptive and individualized program for mastering math facts for grades 2+. The student application applies only to the student’s experience, not account services or teacher tools.**

**Contact Information: legal@explorellearning.com**

**Notes:**

**Evaluation Methods Used:** Testing is based on internal review, 3<sup>rd</sup> party product assessment by Deque Systems, and Axe Tools.

### Applicable Standards/Guidelines

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

Standard/Guideline	Included In Report
<a href="#">Web Content Accessibility Guidelines 2.0</a>	Level A (Yes / No)

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Standard/Guideline	Included In Report
	Level AA (Yes/No) Level AAA (Yes/No)
<a href="#">Web Content Accessibility Guidelines 2.1</a>	Level A (Yes/No) Level AA (Yes/No) Level AAA (Yes/No)

## Terms

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

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

## WCAG 2.1 Report

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

**Table 1: Success Criteria, Level A**

Notes:

Criteria	Conformance Level	Remarks and Explanations
<a href="#">1.1.1 Non-text Content</a> (Level A)	Supports	Text equivalents provided.
<a href="#">1.2.1 Audio-only and Video-only (Prerecorded)</a> (Level A)	Supports	Closed captioning provided.
<a href="#">1.2.2 Captions (Prerecorded)</a> (Level A)	Supports	Non-dialogue character identifiers and sound effects.
<a href="#">1.2.3 Audio Description or Media Alternative (Prerecorded)</a> (Level A)	Supports	Closed captioning provided.
<a href="#">1.3.1 Info and Relationships</a> (Level A)	Does Not Support	Many games use positional and visual references for game-play, which cannot be determined programmatically.
<a href="#">1.3.2 Meaningful Sequence</a> (Level A)	Does Not Support	Some activities use sequences that are important for students to demonstrate understanding, for example fact families, which cannot be determined programmatically.
<a href="#">1.3.3 Sensory Characteristics</a> (Level A)	Partially Supports	Much of the Reflex experience are text responses to fact problems, without dependence on shape, size, location, orientation, or sound. Correct answer responses in some activities may only have sound indicators.
<a href="#">1.4.1 Use of Color</a> (Level A)	Partially Supports	Most game operations prompt text responses to fact problems, and do not rely on color recognition. However, slow response indicators, green light indicators, and some game elements rely on color recognition.
<a href="#">1.4.2 Audio Control</a> (Level A)	Supports	Audio and Music controls can be toggled on/off.
<a href="#">2.1.1 Keyboard</a> (Level A)	Supports	Keyboard navigation is supported.
<a href="#">2.1.2 No Keyboard Trap</a> (Level A)	Supports	On-screen prompts and components can be navigated by a keyboard.
<a href="#">2.1.4 Character Key Shortcuts</a> (Level A 2.1 only)	Not Applicable	Shortcuts are not used.
<a href="#">2.2.1 Timing Adjustable</a> (Level A)	Does Not Support	Timing of student responses to math fact questions is a key element to the product and assessing math fact fluency. Reflex measures keyboard entry speed at the

Criteria	Conformance Level	Remarks and Explanations
		beginning of each student's sessions to differentiate the expected time-response to questions by student. However, timing is not an adjustable program setting.
<a href="#">2.2.2 Pause, Stop, Hide</a> (Level A)	Partially Supports	Game navigation provides pause/resume control. However, some animations can only be paused by navigating away from the app. For example, the orientation session tutorial animation.
<a href="#">2.3.1 Three Flashes or Below Threshold</a> (Level A)	Supports	Repeated flashes are not used.
<a href="#">2.4.1 Bypass Blocks</a> (Level A)	Not Applicable	Reflex app does not have "block" content.
<a href="#">2.4.2 Page Titled</a> (Level A)	Partially Supports	Student login pages have page titles. Titles are not provided for individual game activities.
<a href="#">2.4.3 Focus Order</a> (Level A)	Supports	On-screen actions are navigated by focus order, and focus groups, using a keyboard. Navigation is restricted linearly or based on sequenced responses to math facts. Game selection order does not affect meaning or operation.
<a href="#">2.4.4 Link Purpose (In Context)</a> (Level A)	Not Applicable	Links are not provided in the student app.
<a href="#">2.5.1 Pointer Gestures</a> (Level A 2.1 only)	Supports	Path-based gestures are rarely required but can alternatively be completed using a keyboard, e.g. selecting a game or customizing the character avatar.
<a href="#">2.5.2 Pointer Cancellation</a> (Level A 2.1 only)	Supports	Number input options emulate keyboard actions, which are essential down events.
<a href="#">2.5.3 Label in Name</a> (Level A 2.1 only)	Does Not Support	
<a href="#">2.5.4 Motion Actuation</a> (Level A 2.1 only)	Not Applicable	Sensor inputs are not used.
<a href="#">3.1.1 Language of Page</a> (Level A)	Does Not Support	
<a href="#">3.2.1 On Focus</a> (Level A)	Supports	Focus events do not trigger changes in page content/actions.
<a href="#">3.2.2 On Input</a> (Level A)	Supports	On screen text, or closed captioning for character animations, describe changes in gameplay after completed activities.
<a href="#">3.3.1 Error Identification</a> (Level A)	Supports	The orientation session for new users explains game usage. Required inputs, e.g. numbers, are displayed

Criteria	Conformance Level	Remarks and Explanations
		during typing tests and characters provide closed captioned instructional text after repeated incorrect inputs.
		The orientation session for new users explains program usage. Restricted input options are displayed with on-screen, text-labeled inputs. For example, number pad and fact family equation inputs are displayed on-screen and in the mobile app. Games provide optional instructions for help understanding game controls.
<a href="#">3.3.2 Labels or Instructions</a> (Level A)	Supports	
<a href="#">4.1.1 Parsing</a> (Level A)	Supports	
<a href="#">4.1.2 Name, Role, Value</a> (Level A)	Does Not Support	

**Table 2: Success Criteria, Level AA**

Notes:

Criteria	Conformance Level	Remarks and Explanations
<a href="#">1.2.4 Captions (Live)</a> (Level AA)	Not Applicable	Live audio is not provided.
<a href="#">1.2.5 Audio Description (Prerecorded)</a> (Level AA)	Supports	Closed captioning provided.
<a href="#">1.3.4 Orientation</a> (Level AA 2.1 only)	Does Not Support	Landscape orientation is restricted in the mobile app.
<a href="#">1.3.5 Identifv Input Purpose</a> (Level AA 2.1 only)	Not Applicable	Student app does not use a form input collecting information about the user.
<a href="#">1.4.3 Contrast (Minimum)</a> (Level AA)	Partially Supports	Much of the text in the app, but not all, has contrasting color with the adjacent background color that exceed the required contrast ratios.
<a href="#">1.4.4 Resize text</a> (Level AA)	Does Not Support	
<a href="#">1.4.5 Images of Text</a> (Level AA)	Partially Supports	Math fact questions and instructions are conveyed as text. Some confirmation messages are displayed as text within an image.
<a href="#">1.4.10 Reflow</a> (Level AA 2.1 only)	Supports	Scrolling is not required.
<a href="#">1.4.11 Non-text Contrast</a> (Level AA 2.1 only)	Partially Supports	Much of the components/objects in the app, but not all,

Criteria	Conformance Level	Remarks and Explanations
		have contrasting color with the adjacent background color that exceed the required contrast ratios.
<a href="#">1.4.12 Text Spacing</a> (Level AA 2.1 only)	Partially Supports	Much of the text in the app allows changes to text style properties. However, some text limits possible spacing modifications, or styling changes reposition text outside of button boundaries.
<a href="#">1.4.13 Content on Hover or Focus</a> (Level AA 2.1 only)	Supports	Loss of focus from the page pauses the app. Return of focus to the page prompts the user to dismiss the pause interruption by selecting resume.
<a href="#">2.4.5 Multiple Ways</a> (Level AA)	Not Applicable	Reflex app uses a single page structure with embedded resources.
<a href="#">2.4.6 Headings and Labels</a> (Level AA)	Supports	Labels are text descriptive within the app and games. Headings are not used.
<a href="#">2.4.7 Focus Visible</a> (Level AA)	Supports	Interactive components have visual focus for keyboard navigation.
<a href="#">3.1.2 Language of Parts</a> (Level AA)	Does Not Support	
<a href="#">3.2.3 Consistent Navigation</a> (Level AA)	Not Applicable	Reflex app uses a single page structure without repeated content.
<a href="#">3.2.4 Consistent Identification</a> (Level AA)	Not Applicable	Reflex app uses a single page structure without functional components.
<a href="#">3.3.3 Error Suggestion</a> (Level AA)	Supports	Reflex provides input options in the game to prevent input errors. Restricted input options are displayed with on-screen text labels. For example, number input pad and fact family equation inputs are displayed dynamically, as required. The mobile app also provides game-specific input options.
<a href="#">3.3.4 Error Prevention (Legal, Financial, Data)</a> (Level AA)	Not Applicable	Reflex student app does not cause legal commitments or financial transactions.
<a href="#">4.1.3 Status Messages</a> (Level AA 2.1 only)	Does Not Support	Some changes in game content cannot be programmatically determined as status messages.

### Table 3: Success Criteria, Level AAA

Notes:

Criteria	Conformance Level	Remarks and Explanations
<a href="#">1.2.6 Sign Language (Prerecorded)</a> (Level AAA)	Does Not Support	
<a href="#">1.2.7 Extended Audio Description (Prerecorded)</a> (Level AAA)	Does Not Support	
<a href="#">1.2.8 Media Alternative (Prerecorded)</a> (Level AAA)	Does Not Support	
<a href="#">1.2.9 Audio-only (Live)</a> (Level AAA)	Not Applicable	Live audio is not provided.
<a href="#">1.3.6 Identify Purpose</a> (Level AAA 2.1 only)	Does Not Support	
<a href="#">1.4.6 Contrast (Enhanced)</a> (Level AAA)	Does Not Support	
<a href="#">1.4.7 Low or No Background Audio</a> (Level AAA)	Supports	Background music, and audio, can be toggled on/off.
<a href="#">1.4.8 Visual Presentation</a> (Level AAA)	Does Not Support	
<a href="#">1.4.9 Images of Text (No Exception)</a> (Level AAA)	Does Not Support	
<a href="#">2.1.3 Keyboard (No Exception)</a> (Level AAA)	Supports	Keyboard navigation is supported.
<a href="#">2.2.3 No Timing</a> (Level AAA)	Does Not Support	
<a href="#">2.2.4 Interruptions</a> (Level AAA)	Not Applicable	
<a href="#">2.2.5 Re-authenticating</a> (Level AAA)	Supports	Reflex automatically records student progress.
<a href="#">2.2.6 Timeouts</a> (Level AAA 2.1 only)	Supports	Reflex automatically records student progress.
<a href="#">2.3.2 Three Flashes</a> (Level AAA)	Supports	Repeated flashes are not used.
<a href="#">2.3.3 Animation from Interactions</a> (Level AAA 2.1 only)	Does Not Support	Reflex games use motion animation, which cannot be disabled.
<a href="#">2.4.8 Location</a> (Level AAA)	Supports	Reflex does not offer navigation steps. Navigation is restricted linearly or based on sequenced responses to math facts.
<a href="#">2.4.9 Link Purpose (Link Only)</a> (Level AAA)	Not Applicable	Links are not provided in the Student app.
<a href="#">2.4.10 Section Headings</a> (Level AAA)	Supports	Reflex uses section headings to select between games.
<a href="#">2.5.5 Target Size</a> (Level AAA 2.1 only)	Does Not Support	Some pointer inputs are smaller than 44x44 css pixels.
<a href="#">2.5.6 Concurrent Input Mechanisms</a> (Level AAA 2.1 only)	Supports	Alternative input mechanisms can be used. For example, a keyboard, touch, or mouse pointer are all acceptable inputs to toggle the number pad.

Criteria	Conformance Level	Remarks and Explanations
<a href="#">3.1.3 Unusual Words</a> (Level AAA)	Does Not Support	
<a href="#">3.1.4 Abbreviations</a> (Level AAA)	Not Applicable	
<a href="#">3.1.5 Reading Level</a> (Level AAA)	Supports	
<a href="#">3.1.6 Pronunciation</a> (Level AAA)	Does Not Support	
<a href="#">3.2.5 Change on Request</a> (Level AAA)	Supports	
<a href="#">3.3.5 Help</a> (Level AAA)	Supports	Games provide instructions, as well as an on-screen control, to view context-sensitive help.
<a href="#">3.3.6 Error Prevention (All)</a> (Level AAA)	Supports	Input types are restricted to prevent input errors. For example, inputs to math fact problems only register from a number pad. There are no adverse consequences from entering data to play games in Reflex. Data entered by the user is checked and the games provide feedback to help students improve their accuracy.

## Legal Disclaimer (Company)

This document is for informational purposes only. ExploreLearning makes no warranties, expressed or implied, in this document. The information contained in this document represents the current view of ExploreLearning on the issues discussed as of the date of publication. Because ExploreLearning must respond to changing market conditions, it should not be interpreted to be a commitment on the part of ExploreLearning, and ExploreLearning cannot guarantee the accuracy of any information presented after the date of publication.

**FIRST AMENDMENT TO SOFTWARE SERVICES AGREEMENT  
BETWEEN EXPLORELEARNING, LLC AND POUFRE SCHOOL DISTRICT R-1**

This First Amendment (“Amendment”) dated the 23<sup>rd</sup> day of August 2023, is attached to and forms part of the Software Services Agreement between Poudre School District R-1 (the “District”) and ExploreLearning, LLC (the “Contractor”) executed August 30, 2022, (“Agreement”), hereby attached and made part of this Amendment. To the extent that any of the terms or conditions contained in this Amendment may contradict with any of the terms or conditions of the attached Agreement, it is expressly understood and agreed that the terms of this Amendment shall take precedence and supersede the attached Agreement. The parties agree to amend the Agreement by adding the following language:

1. **Purpose of Amendment.** This Amendment shall constitute the First Amendment to the Agreement between the District and the Contractor. The purpose of this Amendment is to amend the terms and deliverables between the District and Contractor.
  
2. **Term of Agreement.**
  - 2.1. At the conclusion of the term dated July 31, 2023, as outlined in section 1.1 of the Agreement, the District and Contractor elect to extend the term of the Agreement beginning on August 1, 2023, through July 31, 2024.
  
3. **Amended Responsibilities.**
  - 3.1. Exhibit B is deleted hereby in its entirety.
  - 3.2. Replace Exhibit B with Contractor’s K-12 STEM Solution Price Sheet, hereby attached to this First Amendment and made part of this Agreement.
  - 3.3. Pricing as outlined in section 2.2 is hereby deleted in its entirety and all pricing shall align with the pricing as outlined in Contractor’s K-12 STEM Solution Price Sheet in the attached Exhibit B.
  - 3.4. The pricing of all services purchased under this Agreement shall not exceed that as set forth in the attached Exhibit B.
  - 3.5. Within section 9, delete the language which has a strikethrough and replace with the following language which is underlined:

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

Poudre School District R-1  
Attn: Contracts Administrator



2407 LaPorte Avenue  
Fort Collins, CO 80521  
E-mail: [contracts@psdschools.org](mailto:contracts@psdschools.org)

1. **Special Provisions.**

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

2. **General Provisions.**

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

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

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

EXPLORELEARNING, LLC.

POUDRE SCHOOL DISTRICT R-1

By: Julia M. Given

By: R. David Montoya

Julia Given  
Vice President, Finance

R. David Montoya  
Chief Finance Officer

By: Kate Canine

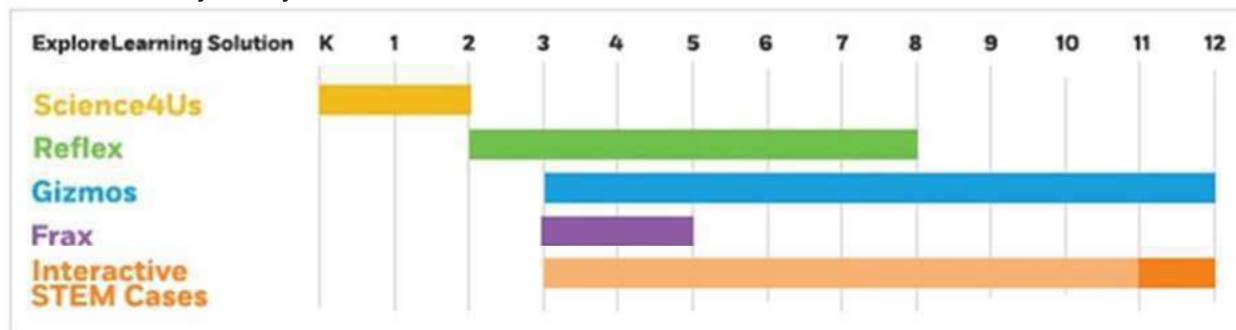
Kate Canine  
Director of Teaching and Learning

# Exhibit B

## Your K-12 STEM Solution

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

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



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

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

[www.fraxmath.com](http://www.fraxmath.com)

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

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

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

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

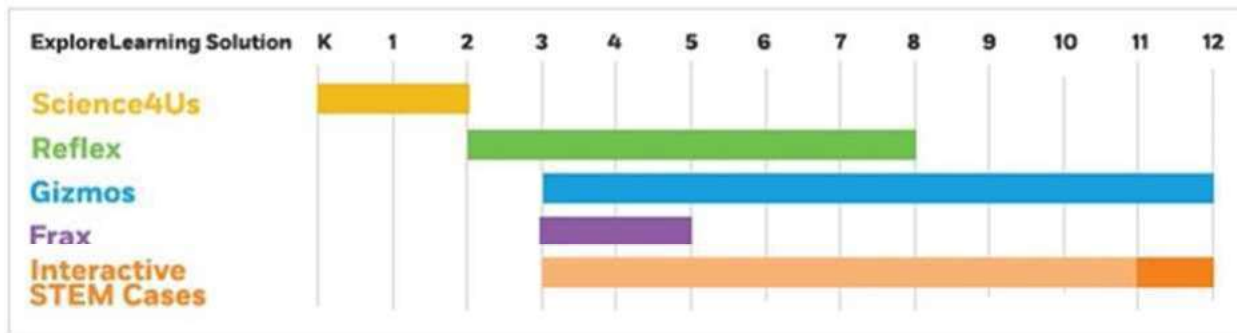
### Gizmos: Get hands-on with math and science.

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

[www.explorelearning.com](http://www.explorelearning.com).

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

## Your K-12 STEM Solution



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

Site license of Frax

\$1,295 for all targeted students at a single site

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

Site of S4U and Elementary Gizmos

\$3,995 for all targeted students at a single site

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

Reflex per student under 1 teacher account

\$35 per student seat

Reflex site

\$3,295 for all targeted students at a single site

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

#### TEACHER PLUS STUDENTS

\$920 per teacher (1 to 2 licenses)

One teacher plus all classes of students under that teacher only

\$690 per teacher (3 or more licenses)

#### SITE LICENSE-TOTAL ENROLLMENT

\$8.25 per student based on total enrollment of site

All teachers and all students in 1 school - both Math and Science

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

#### MATH OR SCIENCE DEPARTMENT LICENSE-

\$4.95 per student based on total enrollment of site

#### TOTAL ENROLLMENT

All Math or all Science teachers and respective students in 1 school (\$2,195 min, \$7,350 max)

**All product licenses are for 12 months. Discounts are provided for multi-year and multi-product purchases. Initial Training is included.**

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

This Software Services Agreement (“Agreement”) is entered into this 30<sup>th</sup> day of August 2022, by and between Poudre School District R-1 (“District”) and ExploreLearning, LLC (“Contractor”). The District and the Contractor are collectively referenced herein as the “parties.” In consideration of the mutual covenants and promises contained in this Agreement, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Term of Agreement.**

1.1. This Agreement shall commence on August 1, 2022 and continue through and including July 31, 2023, unless earlier terminated as provided herein. The Agreement, at the option of the District, may be extended for up to four (4) additional one-year terms.

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

1.3. **Termination For Cause.** Notwithstanding the provisions of section 1.2 above, if either party is in breach of an obligation or covenant under this Agreement the non-breaching party may give written notice to the breaching party describing the breach and demanding that it be cured. If the breach is not cured within seven (7) days after the breaching party’s receipt of said notice, the non-breaching party may immediately terminate the Agreement and avail itself of any and all remedies available at law or in equity.

1.4. **Termination Without Cause.** Notwithstanding the provisions of sections 1.1, 1.2 and 1.3 above, the District or the Contractor may terminate this Agreement at any time in its sole discretion for any reason, with or without cause, by giving the other party thirty (30) days’ advance written notice of the termination.

2. **Deliverables and Purchase Price.**

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

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

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

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

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

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

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

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

- 2.6.1. Invoices received from the Contractor pursuant to this Agreement will be reviewed and approved by the District's representative, indicating that services have been rendered in conformity with the Agreement and then will be sent to the Finance Department for payment. Invoices will generally be paid within thirty (30) days following the District representative's approval.
- 2.6.2. Invoices which do not conform with the agreement will be paid thirty (30) days from receipt of a revised and corrected invoice.
- 2.6.3. All invoices must be submitted within 45 days of fiscal year end June 30 and may not include items received by the District outside of the fiscal year July 1 – June 30.
- 2.6.4. Invoices shall be sent to ap@psdschools.org.

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

### 3. **Definitions.**

3.1. As used in this Agreement, "personally identifiable information" is defined as information (including metadata) that, alone or in combination, is linked or linkable to a specific student so as to allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty. Personally identifiable information includes but is not limited to: (a) the student's name; (b) the name of the student's parent or other family members; (c) the address or phone number of the student or student's family; (d) personal identifiers such as the student's social security number, student number or biometric record; and (e) indirect identifiers such as the student's date of birth, place of birth or mother's maiden name.

3.2. As used in this Agreement, "education records" is defined as records, files, documents and other materials that: (a) contain information directly related to a student; and (b) are maintained by the District, or by a party acting for the District such as the Contractor.

3.3. As used in this Agreement, "confidential student records and information" is defined as education records and personally identifiable information concerning District students, including but not limited to confidential student records and information disclosed to, collected by and/or generated by the Contractor. Confidential student records and information does not include "de-identified confidential student records and information," as defined in section 3.5 below.

3.4. As used in this Agreement, “collect” is defined as the gathering of data and other information by any means, including but not limited to the use of logs, cookies, tracking pixels, etc.

3.5. As used in this Agreement, “de-identified confidential student records and information” is defined as confidential student records and information from which all personally identifiable information, and the ability to determine any personally identifiable information, is removed.

3.6. As used in this Agreement, “securely destroy” is defined as removing confidential student records and information from the Contractor’s systems, paper files, hard-copy and electronic records, databases and any other media regardless of format, in accordance with the standard detailed in the National Institute of Standards and Technology (“NIST”) SP 800-88 Guidelines for Media Sanitization, so that the confidential student records and information are permanently irretrievable in the Contractor’s normal course of business.

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

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

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

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

5.2. The Contractor shall conduct periodic risk assessments and remediate any identified security vulnerabilities in a timely manner. The Contractor shall promptly notify the District in the event of: (a) any security or privacy breach concerning confidential student



records and information; and/or (b) any use or disclosure of student personally identifiable information not authorized under this Agreement.

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

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

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

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

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

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

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

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

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

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

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

ExploreLearning, LLC  
Attn: Sales  
110 Avon Street, Suite 300  
Charlottesville, VA 22902  
E-mail: [sales@explorellearning.com](mailto:sales@explorellearning.com)

10. **Insurance.** Contractor shall procure and maintain the required insurance specified below for the duration of this Agreement, which insurance shall be written for not less than the amounts specified or greater if required by law. Specified coverage and amounts may be provided by a combination of a primary policy plus an umbrella or following form excess policy. If not otherwise required by law, lower amounts may be acceptable upon review and written approval by the District’s Director of Records and Risk Management. All insurance shall be with a carrier licensed in the state of Colorado and shall have a minimum A.M. Best rating of A-

VII. Contractor shall furnish the District’s Director of Records and Risk Management with certificates of the required insurance prior to the District’s approval and signing of this Agreement, and with renewal certificates as soon as reasonably practical following the expiration of any required insurance that expires during the term of this Agreement. All communication regarding insurance and certificates of insurance shall be sent to:

Poudre School District  
Attn: Risk Management  
2407 LaPorte Avenue  
Fort Collins, CO 80521  
Email: risk@psdschools.org

Any insurance and/or self-insurance carried by the District is excess of the coverage extended to the District by Contractor. Contractor shall provide at least thirty (30) days’ advance written notice to the District prior to cancellation or change of coverage. The insurance requirements specified in this section 10, shall not reduce the indemnification liability that Contractor has assumed in section 11 below.

Commercial General Liability

- a. Each Occurrence Bodily Injury & Property Damage \$2,000,000
- b. Personal/Advertising Injury \$2,000,000
- c. Products/Completed Operations Aggregate \$2,000,000
- d. General Aggregate \$3,000,000
- e. Coverage must be written on an “occurrence” basis
- f. Poudre School District R-1 and its elected officials, employees, agents, and volunteers shall be named as an additional insured and shall be insured to the full limits of liability purchased by the Provider even if those limits of liability are in excess of those required by this Agreement.

Technology Errors & Omissions Liability including Network Security and Privacy Liability

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

The insurance shall provide coverage for:

- a. Liability arising from theft, dissemination and/or use of confidential information (defined term including but not limited to bank account, credit card account, personal information such as name, address, social security numbers, etc. information) stored or transmitted in electronic form.

- b. Network Security Liability arising from the unauthorized access to, use of or tampering with computer systems including hacker attacks, inability of an authorized third party to gain access to Provider's services including denial of service, unless caused by a mechanical or electrical failure.
- c. Liability arising from the introduction of a computer virus into, or otherwise causing damage to, a District or third person's computer, computer system, network, or similar computer related property and the data, software, and programs thereon.

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

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

13. **General Provisions.**

13.1. **No Assignment.** The Contractor shall not assign this Agreement or any of its rights, interests or obligations under this Agreement without the prior written consent of the District, which consent may be withheld for any reason or no reason as determined by the District in its sole discretion.

13.2. **No Waiver.** The parties agree that no assent or waiver, express or implied, to any breach of any one or more of the covenants of this Agreement shall be construed as or deemed to be an assent to or a waiver of any subsequent breach.

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

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

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

13.6. **Governing Law and Venue.** All issues regarding the formation, performance and/or legal enforcement of the Contract shall be governed by and construed in accordance with the laws of the State of Colorado. Venue for the resolution of any disputes arising out of or relating to the Contract shall be in Larimer County, Colorado.

13.7. **No Third-Party Beneficiary.** Enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the District and the Contractor. Nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any third person other than the District or the Contractor. It is the express intent of the parties that any third person receiving services or benefits pursuant to this Agreement shall be deemed an incidental beneficiary only.

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

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

13.10. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, legal representatives, successors and permitted assigns.

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

13.12. **Entire Agreement.** This Agreement constitutes the entire agreement of the parties regarding the subject matter addressed herein and supersedes all prior agreements, whether oral or written, pertaining to said subject matter.

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

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

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

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

EXPLORELEARNING, LLC.

POUDRE SCHOOL DISTRICT R-1

By: Julia M. Given

Julia Given  
Vice President, Finance

By: R. David Montoya

R. David Montoya  
Executive Director of Finance

By: Kate A. Canine

Kate Canine  
Director of Teaching and Learning

# Exhibit A

# Student Records Privacy Statement & Security Plan

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

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

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

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



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

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

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

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

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

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

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

## Student Data Processing – ExploreLearning

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

**Table 1**

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

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

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

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

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

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

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

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

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

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

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

**Table 2**

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

	balancing, network optimization and reporting, and secure file maintenance and transfer.	
--	--	--

**Where is student data stored? What level of security is provided for facilities housing stored data?**

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

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

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

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

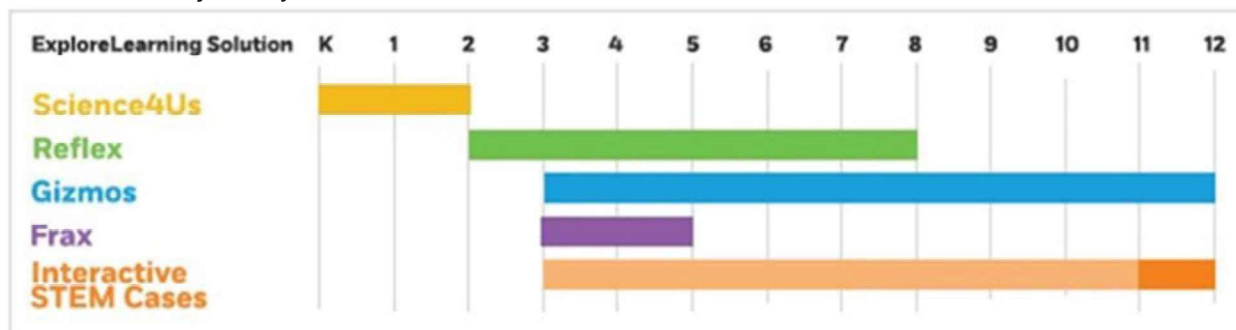
If you have any additional questions, please contact your ExploreLearning account representative or you can contact the ExploreLearning privacy team at [support@ExploreLearning.com](mailto:support@ExploreLearning.com).

# Exhibit B

## Your K-12 STEM Solution

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

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



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

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

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

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

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

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

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

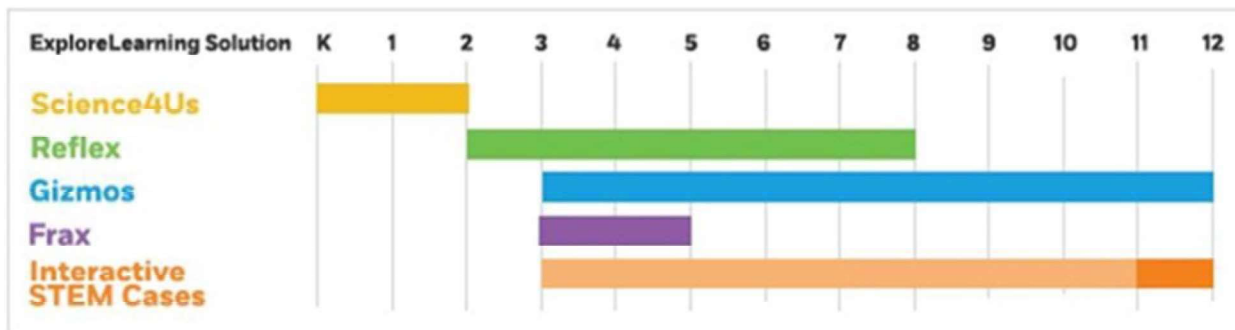
Gizmos are online simulations that excite curiosity and invite interaction. Gizmos help students dig deeper into subjects and really understand challenging concepts. They help students make connections and draw conclusions with an interactive design that supports a manipulation of variables and "what-if"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

[www.explorelearning.com](http://www.explorelearning.com).

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



## Your K-12 STEM Solution



### Frax Math

Site License of Frax:

\$1295 for all targeted students at a single site

### Science4Us

Elementary Gizmos & Science4Us Bundle:

\$3995 for all targeted students at a single site

### Reflex

Reflex Seat License

\$35 per seat

Reflex Site License

\$3295 for all targeted students at a single site

### Gizmos

#### TEACHER PLUS LICENSE

Teacher Plus License

\$920 per teacher (1 or 2 licenses)

Teacher Plus License -Volume Discount

\$690 per teacher with 3 or more licenses

#### SITE LICENSE

\$8.25 per student

All teachers and all students at school; Math and Science

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

#### MATH OR SCIENCE DEPARTMENT LICENSE

\$4.95 per student

All teachers and all students at school; Math **OR** Science

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

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



110 Avon Street, Suite 300, Charlottesville, VA 22902

ExploreLearning Gizmos  
 For: POUDRE SCHOOL DISTRICT R-1

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

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

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

Subtotal: \$50,170.00

Discount: (\$5,980.00)

**Total: \$44,190.00**

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

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

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

**Next Steps**

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

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

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



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

**CONTACT**

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

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Email: \_\_\_\_\_  
Phone: \_\_\_\_\_

**WORKSHOP DETAILS**

Provide us some details for your workshop(s):

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

**TECHNOLOGY**

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

**Additional Notes**

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

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



110 Avon Street, Suite 300, Charlottesville, VA 22902

ExploreLearning Reflex  
For: Lopez Elementary School

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

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

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

<b>Total:</b>		<b>\$3,295.00</b>
Multi-year Discounts		Savings of
<b>3 YEARS</b>	\$8,896.50	<b>\$988.50</b>
<b>2 YEARS</b>	\$6,260.50	<b>\$329.50</b>

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

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

**Next Steps**

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

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

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



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

**CONTACT**

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

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Email: \_\_\_\_\_  
Phone: \_\_\_\_\_

**WORKSHOP DETAILS**

Provide us some details for your workshop(s):

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

**TECHNOLOGY**

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

**Additional Notes**

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

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

# Exhibit C



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

### **VENDOR QUALIFICATIONS**

No favoritism shall be extended to any vendor. The Purchasing and Materials Management Department, in cooperation with other interested District departments, sites and employees, may establish required vendor qualifications for certain District purchases, and may prequalify vendors, as they determine necessary or appropriate.

### **CONFLICT OF INTEREST**

District employees have a fiduciary duty to act in the best interests of the District regarding all work they perform in connection with any District contract or purchase. No vendor shall offer, and no District employee shall accept, any gift, service, honorarium, stipend or fee that may objectively be viewed as having the purpose or effect of improperly influencing the employee to purchase goods and/or services from the vendor. No District employee may have a financial or business interest in any District contract or purchase made by the employee in his or her official capacity, and no District employee may influence or attempt to influence the District regarding any contract or purchase in which the employee has a financial or business interest.

### **SALES CALLS**

To protect District students and staff against disruption of the educational process and/or interruption of the work day, sales representatives shall not be permitted in District schools for the purpose of making sales calls unless authorized to do so by the superintendent, executive director of finance or purchasing and materials manager, or their designees.

The superintendent, executive director of finance or purchasing and materials manager may, when they determine it to be in the best interest of the District, bar any vendor, organization or person from any or all District facilities for soliciting purchases from or services to students, their parents/guardians, or District employees.

### **VIOLATIONS**

Employees who violate any provision of this policy shall be subject to discipline up to and including termination of employment. Any vendor engaging in conduct that is inconsistent with this policy may be disqualified indefinitely from doing business with the District.

Adopted by Board: May 1972

Revised by Board: May 1982

Revised by Board: April 1988

Revised by Board to conform with practice: May 22, 1995

Revised by Board: April 8, 1996

Revised by Board: June 10, 1996

Revised by Superintendent: May 14, 2007

Revised by Superintendent: March 8, 2017

Revised by Board: February 12, 2019

LEGAL REF:

C.R.S. 24-18-101, et seq.

CROSS REFS:

DJ, Purchasing

DJA, Purchasing Authority

DJB, Purchasing Procedures

FE, Construction Projects and Contracting Procedures

FEAA, Construction Project Prequalification

GBEA, Staff Ethics/Conflict of Interest

GBEBC, Gifts to and Solicitations by Staff