**FIRST AMENDMENT TO SOFTWARE SERVICES AGREEMENT
BETWEEN LEXIA LEARNING SYSTEMS, LLC
AND POUDRE SCHOOL DISTRICT R-1**

This First Amendment ("Amendment") effective May 15, 2025, is attached to and forms part of the Software Services Agreement between Poudre School District R-1 (the "District") and Lexia Learning Systems, LLC (the "Contractor") executed April 4, 2024 ("Agreement"), hereby attached and made part of this Amendment. To the extent that any of the terms or conditions contained in this Amendment may contradict with any of the terms or conditions of the attached Agreement, it is expressly understood and agreed that the terms of this Amendment shall take precedence and supersede the attached Agreement. The parties agree to amend the Agreement by adding the following language:

1. **Purpose of Amendment.** This Amendment shall constitute the Amendment to the Agreement between the District and the Contractor. The purpose of this Amendment is to amend the terms and deliverables between the District and Contractor.

2. **Term of Agreement.**

   2.1. At the conclusion of the term dated August 31, 2025, as outlined in section 1.1 of the Agreement, the District and Contractor elect to extend the term of the Agreement beginning on September 1, 2025 through August 31, 2026.

3. **Amended Responsibilities.**

   3.1. Exhibit A is deleted hereby in its entirety.

   3.2. Replace Exhibit A with Contractor's, Poudre School District's Student Data Information Request for Software Services, hereby attached to this First 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 Poudre School District 2025 Programs & Pricing Guide, hereby attached to this First Amendment and made part of this Agreement.

   3.5. Exhibit C is deleted hereby in its entirety.

   3.6. Replace Exhibit C with Contractor's, Lexia Core 5 Reading VPAT , Lexia English Language Development VPAT and Lexia PowerUp Literacy VPAT, hereby attached to this First Amendment and made part of this Agreement.

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

    3.8. Add Exhibit D with Poudre School District's Tech Services with PII Insurance Requirements, hereby attached to this First Amendment and made part of this Agreement.

4. **Special Provisions.**

    4.1.   Section 6.1(d) shall be edited as follows: "(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, an/or make available for the District's download, such confidential student records and information to the District."

    4.2.   Section 14.1shall be edited as follows: "The Contractor shall not assign this Agreement or any of its rights, interests or obligations under this Agreement without (a) requiring and ensuring that such other company or third party assumes any and all requirements, restrictions, purpose and use limitations and other obligations agreed to by the Contractor hereunder with respect to the District records and personally identifiable information, and (b) notifying the District in writing and receive written approval from the District prior to providing any District records or personally identifiable information covered under the Agreement to its successors for any purpose other than the purpose hereunder."

    4.3.   Section 2.4 shall be edited as follows: "Contractor shall maintain compliance with federal, state and local laws as pertains to accessibility for persons with disabilities, including but not limited to Colorado House Bill 21-1110, for the length of the Agreement and all extensions. If the District receives any complaints or concerns regarding the accessibility of the Contractor's product and/or service, the Contractor agrees that it will promptly respond to and resolve those concerns of which it is made aware. Further, the Contractor agrees to indemnify and hold the District harmless from and against any third-party claims arising from the inaccessibility of its product and/or service."

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

5. **General Provisions.**

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

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

IN WITNESS WHEREOF, the District and the Contractor have signed this Amendment as of the Effective Date.

LEXIA LEARNING SYSTEMS, LLC   POUDRE SCHOOL DISTRICT R-1

By: _Nick Gaehde_   By: _R David Montoya_

Nick Gaehde   R. David Montoya
President   Chief Finance Officer

                                               By: _Dr. Traci Gile_

                                               Traci Gile, PhD
                                               Assistant Superintendent

Exhibit A

STUDENT DATA INFORMATION REQUEST FOR SOFTWARE SERVICES

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

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

Please provide the following information to facilitate the contracting process:

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

    Lexia® Core5® Reading (Pre-K-5) is a research-proven program that accelerates the development of literacy skills for students of all abilities, helping them make the critical shift from learning to read to reading to learn.

    Lexia® PowerUp Literacy® accelerates literacy gains for students in grades 6-12 who are at risk of not meeting College- and Career-Ready Standards. Rooted in the science of reading and proven to be up to five times as effective as the average middle school reading intervention, PowerUp enables students to make multiple years of growth in a single academic year.

    Lexia® English Language Development™ (K-6) is an adaptive blended learning program that supports Emergent Bilingual students' English language acquisition through academic conversations. The program integrates speaking, listening, and grammar in the subjects of math, science, social studies, general knowledge, and biographies.

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.*

    Refer to below:
    https://www.lexialearning.com/website-privacy-policy; https://legal.lexialearning.com/legal/application-privacy.html

Student	Teacher	Admin	Meta Data

1

3. What is the purpose of collecting student data?

The Lexia products gather various information, some of which includes personally identifiable information, based on the nature of the product interaction. See attached Student Data Processing Form.

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.*

Refer to below:
https://www.lexialearning.com/website-privacy-policy;
https://legal.lexialearning.com/legal/application-privacy.html

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

Refer to below:
https://www.lexialearning.com/website-privacy-policy;
https://legal.lexialearning.com/legal/application-privacy.html

6. Please provide:
   - Current quote (if available)

   Per attached quote Q-667054

   - Tiered pricing for future purchases

   See price sheet for specific information.

   - Name and email for contract notices

   Nick Gaehde
   contracts@lexialearning.com

   - Name and title of person who will sign the contract

   Nick Gaehde, President

   - Does the system allow integration for rostering?

      ⊙ Yes   ○ No

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

      Lexia supports the rostering and maintenance of school, student, staff and class information using OneRoster 1.1 csv, Clever Secure Sync, Lexia's automated import via SFTP and csv, and on-demand spreadsheet import.

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.

Student Data Processing – Lexia

The Lexia products gather various information, some of which includes personally identifiable information, 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 and functionality. The Lexia products include additional functionalities that enable the school designated administrator, at his/her option, to select and input additional specified information fields, in order 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
Instructional Language	Required	Required to support product functionality
Student Middle Initial, Suffix	Optional*	*If selected by School Administrator
Student DOB	Optional*	*If selected by School Administrator
Student Gender	Optional*	*If selected by School Administrator
Student Race Demographics	Optional*	*If selected by School Administrator
Student Program Eligibility	Optional*	*If selected by School Administrator
Free/Reduced Lunch Eligibility	Optional*	*If selected by School Administrator
Economic Disadvantage	Optional*	*If selected by School Administrator
ELL (English Language Learner)	Optional*	*If selected by School Administrator
Title 1 Funds Eligibility	Optional*	*If selected by School Administrator
IDEA Eligibility	Optional*	*If selected by School Administrator
Teacher First and Last Name	Optional*	*If selected by School Administrator
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	Required to support product functionality
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
Lexia Internal user_id or student_id	Automatic	Required to support product functionality
Student API Calls	Automatic	Required to support product functionality

Information may be updated as necessary to maintain accuracy

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

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

3

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

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

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

Exhibit B

QUOTE

Lexia Learning Systems LLC
300 Baker Avenue, Suite 202
Concord, MA 01742 USA
Phone: (978) 405-6200
Fax: (978) 287-0062

Quote #: Q-672198-11
Created Date: 5/15/2025

Prepared By: Ariel Bobson
Email: ariel.bobson@lexialearning.com

Quote To:
Kristina Brown
Poudre School Dist R-1
2407 LaPorte Ave
Fort Collins, CO 80521 US

Bill To:
Poudre School Dist R-1
Financial Services
Attn: Accounts Payable
2407 LaPorte Ave
Fort Collins, CO 80521 US

Start Date	End Date	Quantity	Line Item Description	Sales Price	Total Price
9/1/2025	8/31/2026	75	Lexia Core5 Reading Student Subscription Renewal - Cache La Poudre	$35.00	$2,625.00
9/1/2025	8/31/2026	40	Lexia Core5 Reading Student Subscription Renewal - Bethke	$35.00	$1,400.00
9/1/2025	8/31/2026	196	Lexia Core5 Reading Student Subscription Renewal - Putnam	$35.00	$6,860.00
9/1/2025	8/31/2026	8	Lexia Core5 Reading Student Subscription Renewal - Bacon	$35.00	$280.00
9/1/2025	8/31/2026	100	Lexia Core5 Reading Student Subscription Renewal - Traut	$35.00	$3,500.00
9/1/2025	8/31/2026	92	Lexia Core5 Reading Student Subscription Renewal - Lopez	$35.00	$3,220.00
9/1/2025	8/31/2026	40	Lexia Core5 Reading Student Subscription Renewal - Werner	$35.00	$1,400.00
9/1/2025	8/31/2026	40	Lexia Core5 Reading Student Subscription Renewal - O'Dea	$35.00	$1,400.00
9/1/2025	8/31/2026	50	Lexia Core5 Reading Student Subscription Renewal - PSD Global Academy	$35.00	$1,750.00
9/1/2025	8/31/2026	135	Lexia Core5 Reading Student Subscription Renewal - Bamford	$35.00	$4,725.00
9/1/2025	8/31/2026	270	Lexia Core5 Reading Student Subscription Renewal - Olander	$35.00	$9,450.00
9/1/2025	8/31/2026	400	Lexia Core5 Reading Student Subscription Renewal - Integrated Services	$35.00	$14,000.00
9/1/2025	8/31/2026	85	Lexia Core5 Reading Student Subscription Renewal - Mountain Schools (Red Feather, Livermore, Stove Prairie)	$35.00	$2,975.00
9/1/2025	8/31/2026	20	Lexia Core5 Reading Student Subscription Renewal - Poudre Community Academy	$35.00	$700.00
9/1/2025	8/31/2026	10	Lexia Core5 Reading Student Subscription Renewal - Kruse	$35.00	$350.00

Start Date	End Date	Quantity	Line Item Description	Sales Price	Total Price
9/1/2025	8/31/2026	120	Lexia Core5 Reading Student Subscription Renewal - Polaris	$35.00	$4,200.00
9/1/2025	8/31/2026	153	Lexia Core5 Reading Student Subscription Renewal - Dunn	$35.00	$5,355.00
9/1/2025	8/31/2026	40	Lexia PowerUp Literacy Student Subscription Renewal - Fort Collins HS	$35.00	$1,400.00
9/1/2025	8/31/2026	20	Lexia PowerUp Literacy Student Subscription Renewal - Rocky Mountain HS	$35.00	$700.00

Total Price $66,290.00
Est. Tax $0.00
Total Due $66,290.00

If you are Tax-Exempt, please send a copy of your Tax-Exempt Certification with your PO. Please note that if you have previously provided this certificate to Voyager Sopris, we will need a new certificate issued to Lexia Learning Systems.

Fax or email Purchase Orders with quote number <u>Q-672198-11</u> to the following:

Attn: Ariel Bobson
Email: ariel.bobson@lexialearning.com
Fax: 978-287-0062

PLEASE NOTE THE QUOTE NUMBER MUST APPEAR ON PURCHASE ORDER(S) IN ORDER TO PROCESS.

TERMS AND CONDITIONS
**Prices included herein are exclusive of all applicable taxes, including sales tax, VAT or other duties or levies imposed by any federal, state or local authority, which are the responsibility of Customer. Any taxes shown are estimates for informational purposes only. Customer will provide documentation in support of tax exempt status upon request. Pricing is valid 60 days. Lexia will invoice the total price set forth above upon Customer's acceptance. Payment is due net 30 days of invoice.

TERM
This quote serves as an Order Agreement and becomes effective upon its acceptance by both parties. The Product/Services purchased pursuant to this Agreement will begin on or about the start date set forth above and continue in effect for the Product/Service Term set forth above ("Subscription Period"). Unless otherwise set forth herein, all Product licenses shall have the same start and end dates, all Products are deemed delivered upon provisioning of license availability, and all Services must be used within the Subscription Period; unused Product licenses or Services are not eligible for refund or credit. Without prejudice to its other rights, Lexia may suspend delivery of the Product/Services in the event that Customer fails to make any payment when due.

ORDER PROCESS
To submit an order, please fax this quote along with the applicable Purchase Order to: (978) 287-0062, or send by email to your sales representative's email address listed above or to lexia_orders@lexialearning.com. To pay with credit card, please send your contact information and quote number to lexia_orders@lexialearning.com

NOTE: EACH PURCHASE ORDER MUST INCLUDE THE CORRECT QUOTE NUMBER PROVIDED ON THIS QUOTE, AND THE QUOTE SHOULD BE ATTACHED.

ACCEPTANCE
All Products and Services are offered subject to the Lexia K-12 Education Application License Agreement terms, available at https://lexialearning.com/privacy/eula (the "License"), as supplemented by the terms herein. By placing any order in response to this quote, Customer confirms its acceptance of the License Terms and the terms and fees in this quote, which together, constitute the entire agreement between Customer and Lexia regarding the Products and Services herein (the "Agreement"). Customer and Lexia agree that the terms and conditions of this Agreement supersede any additional or inconsistent terms or provisions in any Customer drafted purchase order, which shall be void and of no effect, or any communications, whether written or oral, between Customer and Lexia relating to the subject matter hereof. In the event of any conflict, the terms of this Agreement shall govern.

QUOTE

Lexia Learning Systems LLC
300 Baker Avenue, Suite 202
Concord, MA 01742 USA
Phone: (978) 405-6200
Fax: (978) 287-0062

Quote #:	Q-667054-1	**Prepared By:** Ariel Bobson
Created Date:	1/13/2025	**Email:** ariel.bobson@lexialearning.com

Quote To:
Ivy Sipes
Poudre School Dist R-1
2407 LaPorte Ave
Fort Collins, CO 80521 US

Bill To:
Poudre School Dist R-1
Financial Services
Attn: Accounts Payable
2407 LaPorte Ave
Fort Collins, CO 80521 US

Start Date	End Date	Quantity	Line Item Description	Sales Price	Total Price
9/1/2025	8/31/2026	3	Lexia Core5 Reading Unlimited School Subscription Renewal	$11,050.00	$33,150.00
9/1/2025	8/31/2026	1,792	Lexia Core5 Reading Student Subscription Renewal	$35.00	$62,720.00
9/1/2025	8/31/2026	10	Lexia Core5 Reading/PowerUp Literacy Student Subscription Renewal	$35.00	$350.00
9/1/2025	8/31/2026	215	Lexia PowerUp Literacy Student Subscription Renewal	$35.00	$7,525.00
9/1/2025	8/31/2026	65	Lexia English Student Subscription Renewal	$105.00	$6,825.00

Total Price $110,570.00
Est. Tax $0.00
Total Due $110,570.00

If you are Tax-Exempt, please send a copy of your Tax-Exempt Certification with your PO. Please note that if you have previously provided this certificate to Voyager Sopris, we will need a new certificate issued to Lexia Learning Systems.

Fax or email Purchase Orders with quote number <u>Q-667054-1</u> to the following:
Attn: Ariel Bobson
Email: ariel.bobson@lexialearning.com
Fax: 978-287-0062

PLEASE NOTE THE QUOTE NUMBER MUST APPEAR ON PURCHASE ORDER(S) IN ORDER TO PROCESS.

TERMS AND CONDITIONS
**Prices included herein are exclusive of all applicable taxes, including sales tax, VAT or other duties or levies imposed by any federal, state or local authority, which are the responsibility of Customer. Any taxes shown are estimates for informational purposes only. Customer will provide documentation in support of tax exempt status upon request. Pricing is valid 60 days. Lexia will invoice the total price set forth above upon Customer's acceptance. Payment is due net 30 days of invoice.

TERM

This quote serves as an Order Agreement and becomes effective upon its acceptance by both parties. The Product/Services purchased pursuant to this Agreement will begin on or about the start date set forth above and continue in effect for the Product/Service Term set forth above ("Subscription Period"). Unless otherwise set forth herein, all Product licenses shall have the same start and end dates, all Products are deemed delivered upon provisioning of license availability, and all Services must be used within the Subscription Period; unused Product licenses or Services are not eligible for refund or credit. Without prejudice to its other rights, Lexia may suspend delivery of the Product/Services in the event that Customer fails to make any payment when due.

ORDER PROCESS
To submit an order, please fax this quote along with the applicable Purchase Order to: (978) 287-0062, or send by email to your sales representative's email address listed above or to lexia_orders@lexialearning.com. To pay with credit card, please send your contact information and quote number to lexia_orders@lexialearning.com

NOTE: EACH PURCHASE ORDER MUST INCLUDE THE CORRECT QUOTE NUMBER PROVIDED ON THIS QUOTE, AND THE QUOTE SHOULD BE ATTACHED.

ACCEPTANCE
All Products and Services are offered subject to the Lexia K-12 Education Application License Agreement terms, available at https://lexialearning.com/privacy/eula (the "License"), as supplemented by the terms herein. By placing any order in response to this quote, Customer confirms its acceptance of the License Terms and the terms and fees in this quote, which together, constitute the entire agreement between Customer and Lexia regarding the Products and Services herein (the "Agreement"). Customer and Lexia agree that the terms and conditions of this Agreement supersede any additional or inconsistent terms or provisions in any Customer drafted purchase order, which shall be void and of no effect, or any communications, whether written or oral, between Customer and Lexia relating to the subject matter hereof. In the event of any conflict, the terms of this Agreement shall govern.

Lexia®

Because Literacy **Can** and **Should** be for ALL

Lexia's comprehensive suite of curriculum and professional development solutions are designed to meet the literacy needs of ALL students and the teachers who support them.

Poudre School District
2025 Programs & Pricing Guide

Customized Quotes Available Upon Request
Ariel Bobson – Lexia Literacy Partner
845.269.7613 | ariel.bobson@lexialearning.com

Lexia® Core5® Reading is an adaptive blended learning program that **accelerates the development of literacy skills for K–5th grade** students of all abilities, helping them make that critical shift from learning to read to reading to learn. Core5 Reading is approved under The Colorado READ Act as an evidence-based instructional program. Click here to learn more.

Lexia® PowerUp Literacy® **accelerates literacy gains for students in grades 6–12** who are at risk of not meeting College-and Career-Ready Standards. Proven to be up to five times as effective as the average middle school reading intervention, PowerUp enables students to make multiple years of growth in a single academic year. PowerUp can be used to support secondary READ Plans. Click here to learn more.

Lexia® English Language Development™ is an adaptive blended learning program that **supports Emergent Bilingual students' English language acquisition through academic conversations.** The program integrates speaking, listening, and grammar in the subjects of math, science, social studies, general knowledge, and biographies. Click here to learn more.

1-Year Core5 Reading or PowerUp Literacy Subscription

Subscription Type	Quantity/Price*
Individual Student License	1-249 licenses: $46.00 250-499 licenses: $41.00 500+ licenses: $35.00
Unlimited School Access	$11,050
Unlimited School Access w/ School Success Partnership	$14,400

1-Year Lexia English Subscription

Subscription Type	Quantity/Price*
Individual Student License	1-249 licenses: $105.00 250-499 licenses: $100.00 500+ licenses: $95.00
Unlimited School Access	$13,550
Unlimited School Access w/ School Success Partnership	$15,920

*Tiered pricing based on number of licenses purchased across District.

LETRS
Lexia

The *LETRS*® (Language Essentials for Teachers of Reading and Spelling) Suite is **professional learning that provides educators and administrators with deep knowledge to be literacy and language experts in the science of reading.** *LETRS* teaches the skills needed to master the fundamentals of reading instruction—phonological awareness, phonics, fluency, vocabulary, comprehension, writing, and language. LETRS is approved by the CDE as an Evidence-Based Reading Training and meets the Colorado READ Act training requirement for K-3 teachers. Click here to learn more.

ASPIRE
Lexia
PROFESSIONAL LEARNING

Lexia® Aspire Professional Learning, grounded in the Science of Reading, is a **flexible, self-paced digital solution that empowers educators to accelerate literacy skills among students in grades 4-8,** and high school students reading significantly below grade level. Aspire equips educators with the knowledge and skills they need to apply research-proven reading strategies to classrooms where the focus is on reading to learn. Click here to learn more.

For more information on Professional Learning including pricing, please reach out to Ariel Bobson: ariel.bobson@lexialearning.com|845.269.7613

Exhibit C

Lexia Accessibility Conformance Report

WCAG Edition

(Based on VPAT® Version 2.4Rev)

Name of Product/Version: Lexia® Core5® Reading

Report Date: December 2024

Product Description: Lexia Core5 Reading (Core5) is a technology-based, personalized reading program that provides explicit and systematic learning in six areas of reading instruction and delivers criterion- and norm-referenced performance data without interrupting the flow of instruction. Designed for students in Grades PreK through 5, Core5 provides an adaptive and individualized learning experience that enables students of all abilities to advance their reading skills in the areas of phonological awareness, phonics, structural analysis, fluency, vocabulary, and comprehension. This research-proven approach accelerates reading skill development, predicts students' year-end performance, and provides teachers with data-driven action plans to help differentiate instruction.

Contact Information: accessibility@lexialearning.com

Notes: Lexia Core5 Reading is constantly being developed, updated, and evaluated. Lexia's internal product design, development, and enhancement process incorporates considerations around accessibility throughout the product life cycle. Lexia is committed to continued support of evolving WCAG standards as part of its product roadmaps.

Evaluation Methods Used: Lexia Core5 Reading was evaluated by Lexia and third-party accessibility auditors using assistive technology and tools including JAWS, NVDA, VoiceOver, Color Contrast Analyzer, Chrome Browser, and AXE.

Applicable Standards/Guidelines

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

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

Terms

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

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

WCAG 2.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

Criteria	Conformance Level	Remarks and Explanations
1.1.1 Non-text Content (Level A)	Supports	Non-text content in the application, such as images, has a text alternative.
1.2.1 Audio-only and Video-only (Prerecorded) (Level A)	Does not support	The application has some prerecorded audio-only and video-only content without an alternative.
1.2.2 Captions (Prerecorded) (Level A)	Does not support	The application has some prerecorded audio content in synchronized media without an alternative.
1.2.3 Audio Description or Media Alternative (Prerecorded) (Level A)	Partially supports	The application has some instructional animations without audio description or a media alternative.
1.3.1 Info and Relationships (Level A)	Does not support	In some areas of the application, information, structure, and relationships conveyed through presentation cannot be programmatically determined.
1.3.2 Meaningful Sequence (Level A)	Supports	The application content exposed to user agents has a meaningful sequence.
1.3.3 Sensory Characteristics (Level A)	Does not support	Lexia is making incremental changes within the application to address content or instructions that rely solely on sensory characteristics of components such as shape, size, visual location, orientation, or sound.
1.4.1 Use of Color (Level A)	Supports	Program content and art convey information in ways that are perceivable, regardless of users' ability to recognize or distinguish color.
1.4.2 Audio Control (Level A)	Partially supports	The application has a mechanism to control audio volume independently from the overall system volume level except in some non-instructional areas such as animations that introduce a new level.
2.1.1 Keyboard (Level A)	Does not support	Lexia is making incremental changes to enhance keyboard operability throughout the application, releasing updates on a rolling basis with the goal of supporting this criterion. Enhanced areas so far include: login sequence, main navigational buttons, and activities with multiple choice, multiselect, reading, typing, moving, and polling

Criteria	Conformance Level	Remarks and Explanations
		components. The application currently cannot be operated exclusively via a keyboard interface.
2.1.2 No Keyboard Trap (Level A)	Supports	The application does not have keyboard traps.
2.1.4 Character Key Shortcuts (Level A 2.1 only)	Supports	The application does not use character key shortcuts.
2.2.1 Timing Adjustable (Level A)	Partially supports	1 - The application does not include time limits with the exception of once-daily warmup activities, where there is no penalty for the number of correct or incorrect responses in the time provided. 2 - The application has a session timeout that can be extended by the user when prompted.
2.2.2 Pause, Stop, Hide (Level A)	Partially supports	The application supports pause, stop, hide with some exceptions, such as once-daily warmup activities and Sight Words activities.
2.3.1 Three Flashes or Below Threshold (Level A)	Supports	The application does not include content that flashes more than three (3) times per second.
2.4.1 Bypass Blocks (Level A)	Supports	The application does not have blocks of content that are repeated on multiple web pages. While there are blocks that may look similar, there is some page-specific content within them.
2.4.2 Page Titled (Level A)	Supports	The application has page titles.
2.4.3 Focus Order (Level A)	Supports	The application's focusable components receive focus in an order that preserves meaning and operability.
2.4.4 Link Purpose (In Context) (Level A)	Supports	The purpose of links in the application can be understood.
2.5.1 Pointer Gestures (Level A 2.1 only)	Supports	The application does not include multipoint or path-based gestures for operation.
2.5.2 Pointer Cancellation (Level A 2.1 only)	Supports	The application allows users to cancel pointer interactions except where completing the function on the down event is essential. Pointer events are cancellable by releasing the pointer outside the drop target area.
2.5.3 Label in Name (Level A 2.1 only)	Does not support	In some areas of the application, words that visually label a component are not also associated with the component programmatically.
2.5.4 Motion Actuation (Level A 2.1 only)	Supports	The application does not use motion actuation for user interaction.

Criteria	Conformance Level	Remarks and Explanations
3.1.1 Language of Page (Level A)	Supports	The application specifies the document language in the HTML markup.
3.2.1 On Focus (Level A)	Supports	When an application component receives focus, it does not initiate a change of context.
3.2.2 On Input (Level A)	Supports	The application does not change context upon user interaction with components.
3.3.1 Error Identification (Level A)	Does not support	In some areas of the application, if an input error is detected, the error is not described to the user in text.
3.3.2 Labels or Instructions (Level A)	Does not support	In some areas of the application, labels or instructions are not provided for user inputs.
4.1.1 Parsing (Level A)	Supports	The application provides start and end tags, is nested appropriately, does not contain duplicate attributes, and has unique IDs.
4.1.2 Name, Role, Value (Level A)	Does not support	The application does not always provide appropriate names, roles, and values for interactive elements.

Table 2: Success Criteria, Level AA

Criteria	Conformance Level	Remarks and Explanations
1.2.4 Captions (Live) (Level AA)	Supports	The application does not contain live synchronized media.
1.2.5 Audio Description (Prerecorded) (Level AA)	Partially supports	The application contains some prerecorded content in synchronized media that does not have audio description.
1.3.4 Orientation (Level AA 2.1 only)	Browser: Supports; iPad: Does Not Support	The application uses landscape display orientation to provide a consistent, predictable layout for school-age learners. On browser the window can be resized and repositioned.
1.3.5 Identify Input Purpose (Level AA 2.1 only)	Supports	The login screen contains the only user-oriented fields within the application. To ensure students are logging in with their unique username and password, autocomplete is not available on our login form.
1.4.3 Contrast (Minimum) (Level AA)	Partially Supports	Lexia is making incremental changes to enhance contrast throughout the application, releasing updates on a rolling basis with the goal of supporting this criterion. Enhanced

Criteria	Conformance Level	Remarks and Explanations
		areas so far include: program animations, warmups, student dashboard, educator mode, and settings. In areas of the application where adjustments would not significantly alter the overall style and theme consistency, text fonts have been darkened to meet the minimum contrast specifications.
1.4.4 Resize text (Level AA)	Does Not Support	The application does not support the resizing of text without assistive technology up to 200 percent without loss of content or functionality.
1.4.5 Images of Text (Level AA)	Supports	Alternative text is provided to support occasional instances of images of text.
1.4.10 Reflow (Level AA 2.1 only)	Does Not Support	The application window can be resized larger to make content bigger, but text does not reflow when zooming. Scrolling is necessary in only one direction.
1.4.11 Non-text Contrast (Level AA 2.1 only)	Does Not Support	The application contains some UI components and graphical objects that do not meet the specified minimum color contrast.
1.4.12 Text Spacing (Level AA 2.1 only)	Supports	Content in the application is readable and operable when text spacing is altered by users.
1.4.13 Content on Hover or Focus (Level AA 2.1 only)	Supports	Content in the application that appears on pointer hover or keyboard focus is dismissible, hoverable, and persistent.
2.4.5 Multiple Ways (Level AA)	Supports	The application includes a series of user actions where each action is required in order to complete an activity.
2.4.6 Headings and Labels (Level AA)	Does Not Support	In some areas of the application, headings and labels are not provided to describe topic or purpose for assistive technology.
2.4.7 Focus Visible (Level AA)	Does Not Support	Lexia has begun to make meaningful changes to enhance focus indicators throughout the application, releasing updates on a rolling basis with the goal of supporting this criterion. In some areas of the application, focus indicators are not always visible for interactive elements.

Criteria	Conformance Level	Remarks and Explanations
3.1.2 Language of Parts (Level AA)	Supports	Content in the application that includes words or phrases in a language other than the main language of the page has been tagged as such.
3.2.3 Consistent Navigation (Level AA)	Supports	The application provides clear and consistent navigation across pages.
3.2.4 Consistent Identification (Level AA)	Supports	The application consistently identifies components with the same functionality.
3.3.3 Error Suggestion (Level AA)	Supports	The application provides suggestions for resolving input errors except where it would jeopardize the security or purpose of the content.
3.3.4 Error Prevention (Legal, Financial, Data) (Level AA)	Supports	The application does not contain web pages that can cause legal commitments or financial transactions to occur. A mechanism is available for educators to reset student data, if needed.
4.1.3 Status Messages (Level AA 2.1 only)	Does Not Support	The application does not provide status messages that can be presented to the user of assistive technologies without receiving focus.

Legal Disclaimer

Lexia Accessibility Conformance Report

WCAG Edition

(Based on VPAT® Version 2.4Rev)

Name of Product/Version: Lexia® English Language Development™

Report Date: December 2024

Product Description: Lexia English Language Development is an adaptive blended learning program designed to help emergent bilingual students in grades K–6 acquire higher language proficiency levels of English, integrating three key areas: speaking, listening, and grammar.

Contact Information: accessibility@lexialearning.com

Notes: Lexia English Language Development is constantly being developed, updated, and evaluated. Lexia's internal product design, development, and enhancement process incorporates considerations around accessibility throughout the product life cycle. Lexia is committed to continued support of evolving WCAG standards as part of its product roadmaps.

Evaluation Methods Used: Lexia English Language Development was evaluated by Lexia and third-party accessibility auditors using assistive technology and tools including JAWS, NVDA, VoiceOver, Color Contrast Analyzer, Chrome Browser, and AXE.

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

Page **1** of **8**

Applicable Standards/Guidelines

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

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

Terms

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

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

WCAG 2.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

Criteria	Conformance Level	Remarks and Explanations
1.1.1 Non-text Content (Level A)	Supports	Non-text content in the application, such as images, has a text alternative.
1.2.1 Audio-only and Video-only (Prerecorded) (Level A)	Does Not Support	The application has some prerecorded audio-only and video-only content without an alternative.
1.2.2 Captions (Prerecorded) (Level A)	Does Not Support	The application has some prerecorded audio content in synchronized media without an alternative.
1.2.3 Audio Description or Media Alternative (Prerecorded) (Level A)	Partially Supports	The application has some instructional animations that include audio that describes.
1.3.1 Info and Relationships (Level A)	Does Not Support	In some areas of the application, information, structure, and relationships conveyed through presentation cannot be programmatically determined.
1.3.2 Meaningful Sequence (Level A)	Does Not Support	In some areas, application content exposed to user agents may not have a meaningful sequence.
1.3.3 Sensory Characteristics (Level A)	Does Not Support	The application includes some content where instructions rely solely on sensory characteristics of components such as shape, size, visual location, orientation, or sound.
1.4.1 Use of Color (Level A)	Partially Supports	Wherever possible, the product uses color along with a secondary association, such as sound or another treatment.
1.4.2 Audio Control (Level A)	Does Not Support	For audio that plays automatically for more than 3 seconds, the application does not have a mechanism to pause or stop the audio or control it independently from the system volume.
2.1.1 Keyboard (Level A)	Partially Supports	Lexia is actively working to address known issues with keyboard operability on a rolling basis, releasing updates as they are available. Our design practices promote support for keyboard operability whenever we publish new content. The application currently cannot be operated exclusively via a keyboard interface.
2.1.2 No Keyboard Trap (Level A)	Supports	The application does not cause a keyboard trap.
2.1.4 Character Key Shortcuts (Level A 2.1 only)	Supports	The application does not use character key shortcuts.

Criteria	Conformance Level	Remarks and Explanations
2.2.1 Timing Adjustable (Level A)	Supports	The application does not include activities with time limits. The application has a session timeout that can be extended by the user when prompted.
2.2.2 Pause, Stop, Hide (Level A)	Supports	The application does not include moving, blinking, scrolling, or auto-updating information.
2.3.1 Three Flashes or Below Threshold (Level A)	Supports	The application does not include content that flashes more than three (3) times per second.
2.4.1 Bypass Blocks (Level A)	Supports	The application does not have large blocks of content that are repeated on multiple web pages. While there are blocks that may look similar, there is some page-specific content within them.
2.4.2 Page Titled (Level A)	Supports	The application has page titles.
2.4.3 Focus Order (Level A)	Partially Supports	Lexia is actively working to address known issues with focus order on a rolling basis, releasing updates as they are available. Our design practices promote support for focus order whenever we publish new content. In some areas exposed to user agents, components may receive focus in an order that can be improved for meaning and operability.
2.4.4 Link Purpose (In Context) (Level A)	Supports	The purpose of links in the application can be understood.
2.5.1 Pointer Gestures (Level A 2.1 only)	Supports	The application does not include multipoint or path-based gestures for operation.
2.5.2 Pointer Cancellation (Level A 2.1 only)	Supports	The application allows users to cancel pointer interactions except where completing the function on the down event is essential. Pointer events are cancellable by releasing the pointer outside the drop target area.
2.5.3 Label in Name (Level A 2.1 only)	Does Not Support	In some areas of the application, words that visually label a component are not also associated with the component programmatically.
2.5.4 Motion Actuation (Level A 2.1 only)	Supports	The application does not use motion actuation for user interaction.
3.1.1 Language of Page (Level A)	Supports	The application specifies the document language in the HTML markup.

Criteria	Conformance Level	Remarks and Explanations
3.2.1 On Focus (Level A)	Supports	When an application component receives focus, a change of context does not occur.
3.2.2 On Input (Level A)	Supports	The application does not change context upon user interaction with components.
3.3.1 Error Identification (Level A)	Partially Supports	Lexia is actively working to address known issues with error identification on a rolling basis, releasing updates as they are available. Our design practices promote support for error identification whenever we publish new content. In some areas of the application, if an input error is detected, the error is not described to the user in text.
3.3.2 Labels or Instructions (Level A)	Partially Supports	Lexia is actively working to address known issues with labels or instructions on a rolling basis, releasing updates as they are available. Our design practices promote support for labels or instructions whenever we publish new content. In some areas of the application, labels or instructions are not provided for user inputs.
4.1.1 Parsing (Level A)	Supports	The application provides start and end tags, is nested appropriately, does not contain duplicate attributes, and has unique IDs.
4.1.2 Name, Role, Value (Level A)	Partially Supports	Lexia is actively working to address known issues with name, role, value on a rolling basis, releasing updates as they are available. Our design practices promote support for this whenever we publish new content. The application does not always provide appropriate names, roles, and values for interactive elements.

Table 2: Success Criteria, Level AA

Criteria	Conformance Level	Remarks and Explanations
1.2.4 Captions (Live) (Level AA)	Supports	The application does not contain live synchronized media.
1.2.5 Audio Description (Prerecorded) (Level AA)	Partially Supports	The application contains some prerecorded content in synchronized media that does not have audio description
1.3.4 Orientation (Level AA 2.1 only)	Browser: Supports iPad: Does Not Support	The application uses landscape display orientation to provide a consistent, predictable layout for school-age learners. On browser the window can be resized and repositioned.
1.3.5 Identify Input Purpose (Level AA 2.1 only)	Supports	The login screen contains the only user-oriented fields within the application. To ensure students are logging in with their unique username and password, autocomplete is not available on our login form.
1.4.3 Contrast (Minimum) (Level AA)	Partially Supports	Lexia is actively working to address known issues with contrast on a rolling basis, releasing updates as they are available. Our design practices promote support for minimum contrast whenever we publish new content. In some areas of the application, color contrast does not meet the specified minimum.
1.4.4 Resize text (Level AA)	Does Not Support	The application does not support the resizing of text without assistive technology up to 200 percent without loss of content or functionality.
1.4.5 Images of Text (Level AA)	Supports	Alternative text is provided to support occasional instances of images of text.
1.4.10 Reflow (Level AA 2.1 only)	Does Not Support	The application window can be resized larger to make content bigger, but text does not reflow when zooming. Scrolling is necessary in only one direction.
1.4.11 Non-text Contrast (Level AA 2.1 only)	Partially Supports	The application contains some UI components and graphical objects that do not meet the specified minimum color contrast.
1.4.12 Text Spacing (Level AA 2.1 only)	Supports	Content in the application is readable and operable when text spacing is altered by users.

Criterion	Conformance Level	Remarks and Explanations
1.4.13 Content on Hover or Focus (Level AA 2.1 only)	Supports	Content in the application that appears on pointer hover or keyboard focus is dismissible, hoverable, and persistent.
2.4.5 Multiple Ways (Level AA)	Supports	The application includes a series of user actions where each action is required in order to complete an activity.
2.4.6 Headings and Labels (Level AA)	Does Not Support	In some areas of the application, headings and labels are not provided to describe topic or purpose for assistive technology.
2.4.7 Focus Visible (Level AA)	Partially Supports	Lexia is actively working to address known issues with focus indicators on a rolling basis, releasing updates as they are available. Our design practices promote support for focus indicators whenever we publish new content. In some areas of the application, focus indicators are not always visible for interactive elements.
3.1.2 Language of Parts (Level AA)	Supports	The application content includes some words or phrases in a language other than the main language of the page that have not yet been tagged as such.
3.2.3 Consistent Navigation (Level AA)	Supports	The application provides clear and consistent navigation across pages.
3.2.4 Consistent Identification (Level AA)	Supports	The application consistently identifies components with the same functionality.
3.3.3 Error Suggestion (Level AA)	Supports	The application provides suggestions for resolving input errors except where it would jeopardize the security or purpose of the content.
3.3.4 Error Prevention (Legal, Financial, Data) (Level AA)	Supports	The application does not contain web pages that can cause legal commitments or financial transactions to occur. A mechanism is available for educators to reset student data, if needed.
4.1.3 Status Messages (Level AA 2.1 only)	Does Not Support	The application does not provide status messages that can be presented to the user of assistive technologies without receiving focus.

Legal Disclaimer

Statements contained in this document are based on current expectations, estimates, projections, opinions and beliefs of the Company. Actual results or outcomes may differ materially from those reflected or contemplated herein and are subject to known and unknown risks, uncertainties and other factors. No representation or warranty is given in respect of the information contained herein and the Company is under no obligation to (and expressly disclaims any obligation to) update any of the information provided in this document. There can be no assurance that the Company will undertake any of the transactions presented herein.

© 2024 Lexia, a Cambium Learning Group company.

Lexia Accessibility Conformance Report

WCAG Edition

(Based on VPAT® Version 2.4Rev)

Name of Product/Version: Lexia® PowerUp Literacy®

Report Date: December 2024

Product Description: Lexia PowerUp Literacy (PowerUp), Grades 6+, is designed to accelerate literacy gains for struggling and non-proficient readers. Blending browser-based online student-driven instruction with offline educator-delivered lessons and independent skill-based activities, PowerUp accelerates the development of both fundamental literacy skills and higher order thinking skills through personalized learning paths.

Contact Information: accessibility@lexialearning.com

Notes: Lexia PowerUp Literacy is constantly being developed, updated, and evaluated. Lexia's internal product design, development, and enhancement process incorporates considerations around accessibility throughout the product life cycle. Lexia is committed to continued support of evolving WCAG standards as part of its product roadmaps.

Evaluation Methods Used: Lexia PowerUp Literacy was evaluated by Lexia and third-party accessibility auditors using assistive technology and tools including JAWS, NVDA, VoiceOver, Color Contrast Analyzer, Chrome Browser, and AXE.

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

Applicable Standards/Guidelines

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

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

Terms

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

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

WCAG 2.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

Criteria	Conformance Level	Remarks and Explanations
1.1.1 Non-text Content (Level A)	Supports	Non-text content in the application, such as images, has a text alternative.
1.2.1 Audio-only and Video-only (Prerecorded) (Level A)	Does Not Support	The application has some prerecorded audio-only and video-only content without an alternative.
1.2.2 Captions (Prerecorded) (Level A)	Partially Supports	The application provides closed captions for video content. The application has some prerecorded audio content in synchronized media without an alternative.
1.2.3 Audio Description or Media Alternative (Prerecorded) (Level A)	Supports	As of August 2024, the application provides audio descriptions for video content. Audio descriptions occur in between audio of the main track and can be toggled on and off.
1.3.1 Info and Relationships (Level A)	Does Not Support	In some areas of the application, information, structure, and relationships conveyed through presentation cannot be programmatically determined.
1.3.2 Meaningful Sequence (Level A)	Does Not Support	In some areas, application content exposed to user agents may not have a meaningful sequence.
1.3.3 Sensory Characteristics (Level A)	Does Not Support	The application includes some content where instructions rely solely on sensory characteristics of components such as shape, size, visual location, orientation, or sound.
1.4.1 Use of Color (Level A)	Partially Supports	In some areas of the application, when color is used, text is available to provide context. An example is My Progress where students can see their work in the three strands of the program. While each strand is color-coded, there are also descriptions of each strand on the colored sections.
1.4.2 Audio Control (Level A)	Supports	For audio that plays automatically for more than 3 seconds, the application has a mechanism to control it independently from the system volume.
2.1.1 Keyboard (Level A)	Partially Supports	Lexia is actively working to address known issues with keyboard operability on a rolling basis, releasing updates as they are available. Our design practices promote support for keyboard operability whenever we add new

Criteria	Conformance Level	Remarks and Explanations
		functionality. The application currently cannot be operated exclusively via a keyboard interface.
2.1.2 No Keyboard Trap (Level A)	Supports	The application does not have keyboard traps.
2.1.4 Character Key Shortcuts (Level A 2.1 only)	Supports	The application does not use character key shortcuts.
2.2.1 Timing Adjustable (Level A)	Partially Supports	1 - The application does not include time limits with the exception of Word Study: Fluency Challenge 1-3; Letters, Patterns, Sounds & Meaning; Spelling Patterns; Latin Roots 2; Greek Combining Forms 2 & 4; and Grammar: Parts of Speech. In these, there is no penalty for the number of correct or incorrect responses in the time provided. 2 - The application has a session timeout that can be extended by the user when prompted.
2.2.2 Pause, Stop, Hide (Level A)	Partially Supports	The application supports pause, stop, hide with some exceptions, such as Word Study: Fluency Challenge 1-3; Letters, Patterns, Sounds & Meaning; Spelling Patterns; Latin Roots 2; Greek Combining Forms 2 & 4; and Grammar: Parts of Speech.
2.3.1 Three Flashes or Below Threshold (Level A)	Supports	The application does not include content that flashes more than three (3) times per second.
2.4.1 Bypass Blocks (Level A)	Supports	The application does not have blocks of content that are repeated on multiple web pages. While there are blocks that may look similar, there is some page-specific content within them.
2.4.2 Page Titled (Level A)	Supports	The application includes titles that describe the topic or purpose of the page.
2.4.3 Focus Order (Level A)	Partially Supports	Lexia is actively working to address known issues with focus order on a rolling basis, releasing updates as they are available. In some areas exposed to user agents, components may receive focus in an order that can be improved for meaning and operability.
2.4.4 Link Purpose (In Context) (Level A)	Supports	The purpose of links in the application can be understood.
2.5.1 Pointer Gestures (Level A 2.1 only)	Supports	The application does not include multipoint or path-based gestures for operation.

Criteria	Conformance Level	Remarks and Explanations
2.5.2 Pointer Cancellation (Level A 2.1 only)	Supports	The application allows users to cancel pointer interactions except where completing the function on the down event is essential. Pointer events are cancellable by releasing the pointer outside the drop target area.
2.5.3 Label in Name (Level A 2.1 only)	Partially Supports	In some areas of the application, words that visually label a component are not also associated with the component programmatically.
2.5.4 Motion Actuation (Level A 2.1 only)	Supports	The application does not use motion actuation for user interaction.
3.1.1 Language of Page (Level A)	Supports	The application specifies the document language in the HTML markup.
3.2.1 On Focus (Level A)	Partially Supports	Lexia is actively working to address known issues with focus order on a rolling basis, releasing updates as they are available. In some areas, when an application component receives focus, it may initiate a change of context.
3.2.2 On Input (Level A)	Supports	The application does not change context upon user interaction with components.
3.3.1 Error Identification (Level A)	Does Not Support	In some areas of the application, if an input error is detected, the error is not described to the user in text.
3.3.2 Labels or Instructions (Level A)	Does Not Support	In some areas of the application, labels or instructions are not provided for user inputs.
4.1.1 Parsing (Level A)	Supports	The application provides start and end tags, is nested appropriately, does not contain duplicate attributes, and has unique IDs.
4.1.2 Name, Role, Value (Level A)	Does Not Support	The application does not always provide appropriate names, roles, and values for interactive elements.

Table 2: Success Criteria, Level AA

Criteria	Conformance Level	Remarks and Explanations
1.2.4 Captions (Live) (Level AA)	Supports	The application does not contain live synchronized media.
1.2.5 Audio Description (Prerecorded) (Level AA)	Partially Supports	The application contains some prerecorded content in synchronized media that does not have audio description.

Criteria	Conformance Level	Remarks and Explanations
1.3.4 Orientation (Level AA 2.1 only)	Browser: Supports iPad: Does Not Support	The application uses landscape display orientation to provide a consistent, predictable layout for school-age learners. On browser the window can be resized and repositioned.
1.3.5 Identify Input Purpose (Level AA 2.1 only)	Supports	The login screen contains the only user-oriented fields within the application. To ensure students are logging in with their unique username and password, autocomplete is not available on our login form.
1.4.3 Contrast (Minimum) (Level AA)	Partially Supports	Lexia is actively working to address known issues with contrast on a rolling basis, releasing updates as they are available. Our design practices promote support for minimum contrast whenever we publish new content. In some areas of the application, color contrast does not meet the specified minimum.
1.4.4 Resize text (Level AA)	Does Not Support	The application does not support the resizing of text without assistive technology up to 200 percent without loss of content or functionality.
1.4.5 Images of Text (Level AA)	Supports	Alternative text is provided to support occasional instances of images of text.
1.4.10 Reflow (Level AA 2.1 only)	Does Not Support	The application window can be resized larger to make content bigger, but text does not reflow when zooming. Scrolling is necessary in only one direction.
1.4.11 Non-text Contrast (Level AA 2.1 only)	Partially Supports	The application contains some UI components and graphical objects that do not meet the specified minimum color contrast.
1.4.12 Text Spacing (Level AA 2.1 only)	Supports	Content in the application is readable and operable when text spacing is altered by users.
1.4.13 Content on Hover or Focus (Level AA 2.1 only)	Supports	Content in the application that appears on pointer hover or keyboard focus is dismissible, hoverable, and persistent.
2.4.5 Multiple Ways (Level AA)	Supports	The application includes a series of user actions where each action is required in order to complete an activity.

Criterion	Conformance Level	Remarks and Explanations
2.4.6 Headings and Labels (Level AA)	Does Not Support	In some areas of the application, headings and labels are not provided to describe topic or purpose for assistive technology.
2.4.7 Focus Visible (Level AA)	Partially Supports	Lexia is actively working to address known issues with focus on a rolling basis, releasing updates as they are available. Our design practices promote support for focus indicators whenever we add new content or functionality. In some areas of the application, focus indicators are not always visible for interactive elements.
3.1.2 Language of Parts (Level AA)	Supports	The application allows for the human language of each passage or phrase in the content to be programmatically determined.
3.2.3 Consistent Navigation (Level AA)	Supports	The application provides clear and consistent navigation across pages.
3.2.4 Consistent Identification (Level AA)	Supports	The application consistently identifies components with the same functionality.
3.3.3 Error Suggestion (Level AA)	Supports	The application provides suggestions for resolving input errors except where it would jeopardize the security or purpose of the content.
3.3.4 Error Prevention (Legal, Financial, Data) (Level AA)	Supports	The application does not contain web pages that can cause legal commitments or financial transactions to occur. A mechanism is available for educators to reset student data, if needed.
4.1.3 Status Messages (Level AA 2.1 only)	Does Not Support	The application does not provide status messages that can be presented to the user of assistive technologies without receiving focus.

Legal Disclaimer

Statements contained in this document are based on current expectations, estimates, projections, opinions and beliefs of the Company. Actual results or outcomes may differ materially from those reflected or contemplated herein and are subject to known and unknown risks, uncertainties and other factors. No representation or warranty is given in respect of the information contained herein and the Company is under no obligation to (and expressly disclaims any obligation to) update any of the information provided in this document. There can be no assurance that the Company will undertake any of the transactions presented herein.

Exhibit D

Poudre School District Tech Services with PII

Insurance. Provider, at its expense, shall purchase and maintain in effect at all times throughout the duration of the Agreement, all insurance requirements and limits as set forth below. Policies providing such limits of coverage via a primary policy plus an umbrella or following form excess policy will be satisfactory. All insurance shall be written by a carrier legally authorized to write such insurance in the state of Colorado provided the carrier has a current A.M. Best rating of A- VII or higher. All policies shall be primary and non-contributory with any insurance maintained by additional insureds. Insurance and/or self-insurance carried by the District is excess of the coverage extended to the District by Provider. Provider shall provide at least thirty (30) days' advance written notice to the District prior to cancellation, change of coverage, or non-renewal. The insurance requirements specified in this section 12 shall not reduce the indemnification liability that Provider has assumed in section 13.

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

Commercial General Liability

Minimum Limits

- Each Occurrence Bodily Injury & Property Damage $1,000,000
- General Aggregate $2,000,000
- Coverage must be written on an "occurrence" basis.
- Poudre School District R-1 and its elected officials, employees, agents, and volunteers shall be named as an additional insured or covered as an additional insured by way of a blanket endorsement and shall be insured to the full limits of liability purchased by the Provider even if those limits of liability are in excess of those required by this Agreement.

Technology Errors & Omissions and Network Security & Privacy

Minimum Limits

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

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

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

SOFTWARE SERVICES AGREEMENT
BETWEEN LEXIA LEARNING SYSTEMS, LLC
AND POUDRE SCHOOL DISTRICT R-1

This Software Services Agreement ("Agreement") is entered into this 5th day of April 2024, by and between Poudre School District R-1 (the "District") and Lexia Learning Systems, LLC (the "Contractor"). The District and the Contractor are collectively referenced herein as the "parties." In consideration of the mutual covenants and promises contained in this Agreement, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1.   **Term of Agreement.**

    1.1.   This Agreement shall commence on September 1, 2024, and continue through and including August 31, 2025. The Agreement, at the option of the District, may be extended for up to four (4) additional one-year terms, upon a written mutually agreed upon amendment for each one-year term.

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

    1.3.   **Termination For Cause.** Notwithstanding the provisions of section 1.1 and 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.**

The Contractor shall make its software available for use in the District, in accordance with the scope of work set forth in the attached Exhibit B (hereinafter the "Services").

    2.1.   The pricing for all Services under this Agreement shall not exceed that as set forth in the attached Exhibit B, due and payable thirty (30) days from receipt of Contractor's invoice.

        2.1.1.   Additional Services purchases shall not exceed the pricing outlined in Exhibit B.

1

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

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

2.4. Contractor shall maintain compliance with federal, state and local laws as pertains to accessibility for persons with disabilities, including but not limited to Colorado House Bill 21-1110, for the length of the Agreement and all extensions.

2.5. **Invoicing.** The District utilizes an online vendor portal to collect, validate, and manage vendor information, including but not limited to tax identification verification, sanction monitoring, receipt of W9 and other required forms. Prior to the issuance of a purchase order or payment, the Contractor will be required to complete the online registration process through the online vendor portal, which shall include the Contractor providing all required documentation, and receiving approval of the submission of all documentation, including but not limited to, taxpayer identification number and bank account verification.

    2.1.1. Contractor will provide invoices for the Services at the rate specified in 2.1. Invoices for Services provided shall be submitted directly to the District's accounts payable department within thirty (30) days of completion of Services. Invoices for such Services shall include (a) date on which Services were provided, (b) the District Location for which the Service were provided, (c) details of Products delivered, (d) and if issued, a purchase order number.

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

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

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

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

2.1.6. The District is a political subdivision of the State of Colorado and considered a governmental entity for tax classification purposes. The District is exempt from city, county, and state sales tax. The District's state tax exempt number is 98‑03335 and the District's Federal Tax Identification Number (TIN) is 84‑6013733.

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

2.6. The Contractor grants the District a non‑exclusive, non‑transferable, non‑sublicenseable license to access and use, and permit authorized users to access and use the Services solely in the United States during the term of the Agreement.

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

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

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

3.   Definitions.

3

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

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

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

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

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

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

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

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

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

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

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

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

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

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

securely destroy all confidential student records and information in their possession, custody or control, or return such confidential student records and information to the District.

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

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

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

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

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

8.   The Contractor shall comply with and the Services provided under this agreement shall be in compliance with all applicable provisions of §§24-85-101, *et seq.*, C.R.S., and the *Accessibility Standards for Individuals with a Disability,* as established by the State of

6

Colorado's Governor's Office of Information Technology pursuant to Section §24-85-103 (2.5), C.R.S. The Contractor shall also comply with all State of Colorado technology standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards.

       7.3.   The Contractor shall ensure compliance by providing a Voluntary Product Accessibility Template (VPAT) using the current template available here: https://www.section508.gov/sell/vpat/

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

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

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

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

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

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

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

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

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

Poudre School District R-1   Fort Collins, CO 80521
Attn: Contract Administrator   E-mail: contracts@psdschools.org
2407 LaPorte Avenue

Lexia Learning Systems, LLC Attn: Nick Gaehde   Concord, MA 01742
300 Baker Ave Ste 320   Email: contracts@lexialearning.com

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

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

Any insurance and/or self-insurance carried by the District is excess of the coverage extended to the District by Contractor. Contractor shall provide at least thirty (30) days' advance written notice to the District prior to cancellation, change of coverage, or non-renewal. The insurance requirements specified in this section 11 shall not reduce the indemnification liability that Contractor has assumed in section 12.

Commercial General Liability

<u>Minimum Limits</u>

a.	Each Occurrence Bodily Injury & Property Damage	$2,000,000
b.	General Aggregate	$3,000,000
c.	Products/Completed Operations Aggregate	$2,000,000
d.	Personal/Advertising Injury	$2,000,000
e.	Coverage must be written on an "occurrence" basis.	

   f. Poudre School District R-1 and its elected officials, employees, agents, and volunteers shall be named as an additional insured or covered as an additional insured by way of a blanket endorsement and shall be insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Agreement.

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

Minimum Limits

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

The insurance shall provide coverage for:

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

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

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

        15.   **General Provisions.**

        14.1.   **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.

        14.2.   **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.

        14.3.   **Press Contacts/News Releases.** The Contractor shall not initiate any press, media, or social media, contact nor respond to press, media or social media requests

regarding this Agreement and/or any related matters concerning the District without the prior written approval of the District.

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

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

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

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

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

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

14.10. **Severability Clause.** Should any provision of this Agreement be determined to be void, invalid, unenforceable or illegal for whatever reason, such provision(s) shall be null and void; provided, however, that the remaining provisions of this Agreement shall be unaffected thereby and shall continue to be valid and enforceable.

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

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

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

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

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

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

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

LEXIA LEARNING SYSTEMS, LLC

POUDRE SCHOOL DISTRICT R-1

By: *Nick Gaehde*
— DocuSigned by:
— 4C1C4333FB5D4AE...

Full Name: Nick Gaehde
Title: President
4/29/2024

By: *R David Montoya*
R David Montoya (May 15, 2024 10:37 MDT)

R. David Montoya
Chief Finance Officer

By: *Traci Gile*
Traci Gile (May 15, 2024 10:31 MDT)

Traci Gile
Assistant Superintendent

Exhibit A

Poudre School District

Clear Form

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.*

   Lexia Reading® Core5® for Grades PreK-5
   Core5 is a technology-based, personalized reading program that provides explicit and systematic learning in six areas of reading instruction and delivers norm-referenced performance data without interrupting the flow of instruction.
   https://www.lexialearning.com/core5

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.*

   Refer to below:
   https://www.lexialearning.com/website-privacy-policy; https://legal.lexialearning.com/legal/application-privacy.html

Student	Teacher	Admin	Meta Data

3. What is the purpose of collecting student data?

The Lexia products gather various information, some of which includes personally identifiable information, based on the nature of the product interaction. See attached Student Data Processing Form.

4. What third parties does the company partner with who may receive student data in any format?
- *This includes storage and vendors receiving encrypted data.*

See attached Third Party Vendors document.

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

See attached student records privacy statement and the attached Lexia Learning Privacy Policy.

6. Please provide:
- Current quote (if available)

Per attached quote: Q-592642-2

- Tiered pricing for future purchases

See price sheet for specific information.

- Name and email for contract notices

Nick Gaehde
contracts@lexialearning.com

- Name and title of person who will sign the contract

Nick Gaehde, President

- Does the system allow integration for rostering?

⊙ Yes ◯ No

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

Lexia supports the rostering and maintenance of school, student, staff and class information using OneRoster 1.1 csv, Clever Secure Sync, Lexia's automated import via SFTP and csv, and on-demand spreadsheet import.

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

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

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

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

3

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

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

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

Website Privacy Policy

Lexia Learning Systems LLC, a Cambium Learning® Group company ("Lexia") is the developer of the Lexia® technology-based learning solutions. We take the privacy of our customers seriously. We are committed to safeguarding your privacy while providing a personalized and valuable service.

1. Overview

This Privacy Policy explains the data processing practices of Lexia, and how Lexia collects and uses your personal information when you visit or access www.Lexialearning.com or our other commercial websites ("Websites"), or when you interact with us in other on-line and off-line sales or marketing activities. This privacy policy also describes how Lexia shares and secures your personal information, as well as your choices regarding the use, access and correction of your personal information. For our privacy policies concerning the collection and use of personal information of school or district students or staffs that is collected within and through use of our online subscription products and related services, including www.mylexia.com and the MyLexia mobile application, please refer to our Application Data Privacy Policy. If you have any requests concerning your personal information or any questions about these practices please contact our Privacy Officer by e-mail at privacy@lexialearning.com.

Information provided by you may be requested from one of our Websites or those of our affiliates under the Lexia, the Cambium Learning Group or one of the Cambium Learning Group brands, or from one of our reputable co-marketing partner sites that represent our brands on their own websites under their company and/or brand name. In the event that you provide us with personal information for the purposes of free registration and you later make a purchase, whether directly from us or facilitated by one of our e-commerce partners, we will collect and use your personal information according to our stated policies that are posted and available for your review at the time of purchase.

As described in this Privacy Policy, we use your personal information to provide and improve our services. By visiting our Website or using our

services, you agree to the collection and use of information in accordance with this Privacy Policy.

We encourage you to periodically review this privacy policy as it may change at any time at our sole discretion. Our Website may contain links to third party sites, which are not subject to this privacy policy. Lexia does not endorse and is not responsible for the privacy practices or content on these sites. We recommend that you read the privacy policy of any such sites that you visit.

2. Information Collected

Personal information is collected by Lexia. We collect personal information about you (your "Personal Information") through:

- The use of inquiry and registration forms
- The purchase process when you buy any of our products or services
- The provision of your details to us either online or offline

The elements of your Personal Information that we collect under this policy may include:

- Name
- Job title
- Company name
- Personal or professional contact and demographic information, shipping and billing addresses, phone and fax number
- Mobile telephone number
- E-mail address
- IP address, device information, activity information and browser information
- Payment details such as credit card information and transaction history
- Market research data such as customer usage patterns

3. Use and Disclosure of Personal Information

We use Personal Information under this privacy policy for various business purposes which may include:

- Providing our customers with a personalized service and support.
- Engaging in transactions and communications with our customers.
- Processing orders, registrations and inquiries.
- Conducting market research and surveys.
- Running competitions.
- Measuring interest in and improving our website, products, and services.
- Providing our customers with information about products and services we offer. You may stop the delivery of marketing emails by following the instructions accompanying a particular communication or by contacting us at privacy@lexialearning.com.
- Protecting rights or fulfilling obligations required by law, regulation or contract.
- Resolving disputes, collecting fees, protecting against fraud, and troubleshooting problems

We use the information you provide when placing an order to complete that order and to service your account. We do not share this information with outside parties except: 1. to the extent necessary to complete that order or to provide you with services by way of our service providers or contracted partners (e.g., payment processing, sales partners servicing your account, third-party shipping, cloud computing infrastructure and hosting providers, business analytics, customer support); or 2. to successors in title to our business; or 3. in accordance with legal and regulatory requirements or to respond to a government subpoena or other government request; or 4. as necessary, in Lexia's sole discretion, to protect the perceived rights, safety and property of Lexia, users of our Websites or services, and the public; or 5. with the parent organization, affiliate or subsidiary entities of Lexia to manage the personal information as joint controllers. We may also disclose your personal information to any other third party with your prior consent.

You may sign-up to receive email or newsletter or other marketing communications from us. If you would like to discontinue receiving this

information, you may update your email preferences by using the "Unsubscribe" link found in emails we send to you or at your member profile on our website or by contacting us at privacy@lexialearning.com.

Other than as set out above, you will be notified when personal information about you will be shared with third parties, and you will have an opportunity to choose not to have us share such information.

We also use information in aggregate form (so that no individual user is identified):

- To build up marketing profiles
- To aid strategic development
- To audit usage of the Website

4. Use of Cookies and Other Tracking Devices

We use cookies or similar tracking devices to help personalize your use of our Websites. A cookie is a small piece of information which is sent to your computer's hard drive by the web server so that the website can remember who you are. This information may include information relating to your use of our Websites, information about your computer such as the computer's IP address and browser type, demographic data, Internet service provider (ISP), referring/exit pages, the files viewed on our site (e.g., HTML pages, graphics, etc.), operating system, date/time stamp, and/or clickstream data and, if you arrived at our Website via a link from a third party site, the URL of the linking page. We do not use tracking devices to track your usage of the Internet on other sites not operated by Lexia.

We use cookies and other tracking devices to analyze trends, administer the Website, understand and analyze our users' movements around the Website, and to gather demographic information about our user base as a whole.

We also use information from cookies for purposes, which may include:

- Identifying returning users and registrants
- Enabling users to move more easily around our Websites

- Tracking how our users use of our Websites to better develop our sites in accordance with user requirements
- Building up a demographic profile of our Website users

If you do not want to help us learn how to improve our Websites, products, offers and marketing strategy, you may indicate your preference on the cookies preference center on the Website, and/or you may choose to set your Web browser to not accept certain cookies. Similar preference settings options may be available on your mobile device. You can control the use of certain cookies at the individual browser level, but if you choose to disable cookies, it may limit your use of certain features or functions on our Website or service. Further information on how to prevent cookies from being stored on your computer can be found on http://www.allaboutcookies.org under the 'manage cookies' section. Alternatively, go to the help menu within your Internet browser.

From time to time we may permit third party companies to set cookies on Lexia Websites for purposes which may include market research, revenue tracking or to improve functionality of the site.

From time to time we may permit third party companies to set cookies on Lexia Websites for purposes which may include market research, revenue tracking or to improve functionality of the site.

We may place or recognize technology on your browser or device when you visit our Sites for purposes of serving you targeted advertising (also referred to as "online behavioral advertising"). We also work with third party advertising companies who place their own cookies or similar technology on your browser or device when you visit our Sites and other websites to serve customized advertisements to you as you browse the Internet. As noted above, you can set your device or browser to accept or reject most cookies, or at least notify you in most situations that the technology is offered. As an additional step, these advertising companies may participate in one of the following self-regulatory programs for online behavioral advertising, with corresponding user opt-outs:

- Networking Advertising Initiative
  (http://www.networkadvertising.org/choices/) (US Only)

- Digital Advertising Alliance (http://www.aboutads.info/choices/) (US Only)
- European Interactive Digital Advertising Alliance (http://www.youronlinechoices.eu/) (EU Only)
- Digital Advertising Alliance – Canada (http://youradchoices.ca/choices) (Canada Only)
- DAA App Choices Mobile App (Mobile Devices Only) – For mobile devices (e.g., smartphone, tablets), you may consider downloading the DAA AppChoices Mobile App to manage such technology.

Please note that even if you reject such technology, you may continue to receive advertisements, but the advertisements will not be tailored to your browsing activities and interests.

5. Security

Lexia has implemented an Information Security Program and security measures designed to help ensure that our users' Personal Information is protected against unauthorized access or use, alteration, unlawful or accidental destruction, or accidental loss. Although we make reasonable efforts to protect your Personal Information from loss, misuse, or alteration by third parties, you should be aware that there is always some risk involved in transmitting information over the Internet. There is also some risk that thieves could find a way to thwart our security systems. If you have any questions about the security of your personal information, you can contact us at privacy@lexialearning.com.

6. Transfer of Personal Information

The Internet is a global environment. Websites, software, services and programs delivered and accessed through the Internet necessarily involve the transmission and processing of personal data, sometimes on an international basis, depending, for example, on where the user is located. When personal information is provided to Lexia through the Websites, the information will be processed from and stored on servers located in the United States and

globally, and by using the Websites, you acknowledge and give Lexia authorization to such transfer, processing and storage.

Lexia has implemented appropriate cross-border transfer solutions, notably in accordance with Article 49 of the General Data Protection Regulation, to provide adequate protection for transfers of certain personal data, including notably from EEA and the UK to the U.S. To the extent permitted or required by applicable law, your use of this site constitutes your consent to the transfer of your personal data to Lexia in the United States.

7. Access to Personal Information & Request Process

Upon request and as provided herein, Lexia will provide you with information about whether we hold any of your personal information. You may access, correct, or request deletion of your personal information by contacting us. We will respond to your request within a reasonable timeframe.

Where required by applicable law, and notably by the **General Data Protection Regulation (GDPR)** for residents of the UK and European Union, you have the right to obtain confirmation of the existence of certain Personal Data relating to you, to verify its content, origin, and accuracy, as well as the right to access, review, port, delete, or to block or withdraw consent to the processing of certain Personal Data (without affecting the lawfulness of processing based on consent before its withdrawal), by contacting us as detailed below. **In particular, you have the right to object to our use of Personal Data for any direct marketing and in certain other situations at any time.** Please note that certain Personal Data may be retained as required or permitted by applicable law.

We may charge the allowable fee under applicable law for provision of this information. We will respond to your request within a reasonable timeframe. Please note that additional information may be required to confirm and enable us to assist with your request. The timeframe to address the request may vary depending on the nature of the request, however, we will endeavor to address the request as promptly as possible, typically within thirty (30) days and as may be required by law.

Notice to California Consumers

If you reside in California, we are required to provide additional information to you about how we use and disclose your information, and you may have additional rights with regard to how we use your information. We have included this California-specific information below.

- **CA Personal Information.** Consistent with Section 2 of this *Lexia Website Properties Privacy Policy*, we collect certain categories and specific pieces of information about individuals that are considered "Personal Information" in California ("**CA Personal Information**"), specifically:
    - *Personal and Other Identifiers or Characteristics*: *such as first name and last name, personal or professional contacting information, mailing address, telephone number, e-mail address, unique personal identifier, IP, device, and online activity information, age, date of birth, gender, demographics, username and password to our Websites or services;*
    - *Commercial Information*: *such as payment details, credit card information and purchase or transaction history.*
    - *Sources*. We may collect certain categories of CA Personal Information from you and other third parties as described in Sections 2 and 4 of this *Lexia Website Properties Privacy Policy*.
- **Use of CA Personal Information**. Consistent with Section 3 of this *Lexia Website Properties Privacy Policy*, we may use CA Personal Information for business or commercial purposes. Please see Section 3 for more details.
- **CA Personal Information Sold or Disclosed For Business Purposes**.
    - In the preceding twelve months, we may have shared CA Personal Information for business purposes, or we may have

"sold" (as defined under CCPA) some categories of CA Personal Information.

- **California Consumer Rights**. Subject to certain exceptions, as a California resident, you may have the following rights to your CA Personal Information: (i) Access. Request access to your CA Personal Information that we collect, use, disclose, or sell; (ii) *Deletion*. Request deletion of your CA Personal Information; and (iii) *CA Personal Information Sold or Disclosed For Business Purposes*. Request information about the CA Personal Information we have "sold" (as defined under CCPA) or disclosed for business purposes within the preceding 12 months. To the extent permitted by applicable law, we may be required to retain some of your CA Personal Information and certain CA Personal Information is strictly necessary in order for us to fulfill the purposes described in this Privacy Policy.

- **Exercising California consumer rights**. If you are a California resident and wish to exercise any of these rights, please: (a) submit your request using our California webform available here; (b) log into your account to make any updates or submit a request; (c) contact us as described in this *Lexia Website Properties Privacy Policy*, or (d) call the following toll-free number 800-507-2772. When submitting your request, you may be asked to provide certain information, which may include additional proof of identification, so that we can verify your identity and validate the request. We are not responsible for requests that are not sent or submitted properly, or that do not have complete information. Please note that you are limited by law in the number of requests you may submit per year. We will not discriminate against you by offering you different pricing or products, or by providing you with a different level or quality of products, based solely upon you exercising your rights to your CA Personal Information.

- **Do Not Sell My Personal Information**. If we "sell" (as defined by CCPA) your CA Personal Information to a third party, as a California Resident, you have the right to opt-out of the sale of your CA Personal Information. If you wish to exercise this right, please click here, contact us as described in this *Lexia Website Properties Privacy Policy*, or call the following toll-free number 800-507-2772. To the extent that you elect to designate an authorized agent to make a request on your behalf, they must identify that they are contacting us as agent and will be required to provide appropriate documentation including written signed authorization by you, proof of your identity, and verification of their identity; or a valid, designated power of attorney as required under the California Probate Code. We may require additional proof of authority or may need to contact you directly to validate the request. If you are under the age of 16, we will not sell your CA Personal Information without proper consent.

If you have questions or concerns regarding your privacy, please contact us by contacting the Privacy Officer at privacy@lexialearning.com or writing to:

Privacy Officer
Lexia Learning Systems LLC
300 Baker Avenue, Suite 320
Concord Massachusetts 01742
Email: privacy@lexialearning.com
Phone: (978) 405-6200

8. Personal Information – Retention

We may retain your Personal Information for as long as your account is active or as needed to provide you with our services, comply with our legal and regulatory obligations, verify performance, resolve disputes and enforce our rights and agreements.

9. Children Under 13

We do not intentionally collect any information on children under 13 years of age from our Websites. We will undertake to delete any details of such users where a parent, guardian or authorized school official has notified us that any such details have been obtained.

10. Changes to this Policy

This policy is effective as of the date indicated below. We will review and may update this privacy policy from time to time to reflect changes to our privacy practices and in accordance with changes in legislation, best practice or Website enhancements. We will notify you about material changes to this privacy policy by posting the new privacy policy on this page with the "Last Updated" date indicated, by sending a notice to the email address you provided to us, or by placing a prominent notice on our Website.

Last reviewed: February 2, 2022

Last updated and effective as of: February 2, 2022

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

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. Table 2 lists 3rd party service provider data processing solutions we use to support our products and services.

Table 2

Service	Purpose/Function for Lexia Product
SalesForce.com	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
Amazon Web Services	Cloud Database and Hosting Services solution
Google enterprise solutions	Supports general business administration, file management, administrative and functional communications, web and application page traffic, volume, and load balancing, network optimization and reporting, and secure file maintenance and transfer.
Logrocket	Supports customer support through application and system error reporting.
Canvas LMS	Supports the **Lexia® Academy** solution for customer staff professional development services.
Qualtrics	Supports customer staff professional learning and learner engagement.
WebEx	Supports customer staff professional learning remote sessions.
Zoom	Supports customer staff professional learning remote sessions.

Student Data Processing – Lexia

The Lexia products gather various information, some of which includes personally identifiable information, 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 and functionality. The Lexia products include additional functionalities that enable the school designated administrator, at his/her option, to select and input additional specified information fields, in order 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
Instructional Language	Required	Required to support product functionality
Student Middle Initial, Suffix	Optional*	*If selected by School Administrator
Student DOB	Optional*	*If selected by School Administrator
Student Gender	Optional*	*If selected by School Administrator
Student Race Demographics	Optional*	*If selected by School Administrator
Student Program Eligibility	Optional*	*If selected by School Administrator
Free/Reduced Lunch Eligibility	Optional*	*If selected by School Administrator
Economic Disadvantage	Optional*	*If selected by School Administrator
ELL (English Language Learner)	Optional*	*If selected by School Administrator
Title 1 Funds Eligibility	Optional*	*If selected by School Administrator
IDEA Eligibility	Optional*	*If selected by School Administrator
Teacher First and Last Name	Optional*	*If selected by School Administrator
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	Required to support product functionality
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
Lexia Internal user_id or student_id	Automatic	Required to support product functionality
Student API Calls	Automatic	Required to support product functionality

Information may be updated as necessary to maintain accuracy

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 language-learning, literacy and/or assessment 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 and supporting our educational products, services and 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/or upon receipt of written direction from the Education Customer, we will take steps to remove and destroy, or if agreed, return the Student Records in our possession to the Education Customer within a commercially reasonable period of time. Upon completion of the remove 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. For clarity, consistent with applicable law, data or data elements within Student Records generated by use of our products or services that are in aggregate form or that are de-identified or anonymized (i.e., where personally identifiable information and individually identifying attributes that would associate the data or element with an individual student or user have been removed), may be retained and used for benchmarking, development of best practices, improvement or development of our K-12 educational products and services, and/or for educational research and statistical purposes. We will not attempt to re-identify de-identified data and will not authorize others to do so on behalf.

This Student Records Security Plan is effective as of May 22, 2020. 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:

For Lexia Learning LLC: Privacy@lexialearning.com

VER05.22.2020

Lexia®

How does Lexia address accessibility standards?

Literacy can and should be for all.

Lexia is committed to improving literacy for all students through research-proven, technology-based programs. This commitment inspires us to work continuously toward enhancing the accessibility of our products to serve the needs of learners with disabilities.

Lexia is taking concrete steps toward the goal of achieving alignment of our products and services with accessibility standards, including Section 508 and WCAG 2.0 and 2.1 A and AA criteria. Technologies and requirements are continually evolving, and compliance with accessibility standards is an ongoing process—not a simple, static, one-and-done exercise. As with all educational technology services and providers, some criteria in some accessibility standards may not be applicable to or currently supported within all of our educational products and services.

Lexia's internal product design, development, and enhancement process incorporates considerations around accessibility throughout the product life cycle. Our current multi-year product roadmaps for Lexia® Core5® Reading, Lexia® PowerUp Literacy®, and Lexia® English Language Development™ include incremental enhancements to keyboard operability, alternative text for images and other screen reader supports, captioning, color contrast and usage, and more.

Some of our actions to enhance accessibility include:

- Establishment of a Lexia accessibility task force which is responsible for enhancing alignment with accessibility standards.
- Augmentations to existing product review and design roadmaps to amplify focus on accessibility.
- Engagement with respected industry partners to better understand and prioritize development needs.
- Ongoing testing and review of our curriculum products.

Examples of recent accessibility improvements include:

- Adding alternative text for images in Core5, PowerUp, and Lexia English on a rolling basis.
- Enhancing keyboard operability in Core5, PowerUp, and Lexia English on a rolling basis.
- Enhancing usage of color and improved color contrast in Core5, PowerUp, and Lexia English on a rolling basis.
- Removing time limits from Lexia Core5 Reading Passage Fluency activities to support students who need extra time to interact with content.
- Implementing closed captioning for all video content in Lexia PowerUp Literacy.
- Developing and supporting the availability of NIMAS versions of Lexia instructional resources via the NIMAC directory as a way to support schools producing Braille readers, digital audio, or other student-ready formats. These

include Lexia Lessons®, Lexia Skill Builders®, and other instructional materials in Lexia programs.

What improvements can users expect to see next? Lexia will continue to release incremental accessibility updates in Core5, PowerUp, and Lexia English, with the following important areas of active work upcoming:

- broader support for keyboard operability throughout the programs
- other expanded supports for screen readers, such as language of page and page titles
- audio descriptions for prerecorded video content in PowerUp
- improved screen reader support in PDF instructional resources

While we would like to be able to further quantify our goals toward meeting various WCAG 2.0 and 2.1 AA criteria, our products have been thoughtfully designed over many years and deliver research-proven instructional outcomes. So, we are careful in the approach we take as we implement changes and enhancements, to avoid unanticipated negative impacts to our products and functionality, which are used and relied on by our school and district customers nationwide.

We passionately support the ultimate goal of making all products as accessible as possible, and look forward to sharing more information as additional enhancements and/or new features are implemented.

© 2023 Lexia, a Cambium Learning Group company

Exhibit B

Lexia®

Because Literacy **Can** and **Should** be for ALL

Lexia's comprehensive suite of curriculum and professional development solutions are designed to meet the literacy needs of ALL students and the teachers who support them.

Poudre School District
2024 Programs & Pricing Guide

Customized Quotes Available On Request
Ariel Bobson – Account Executive
845.269.7613 | ariel.bobson@lexialearning.com

Lexia® Core5® Reading is an adaptive blended learning program that **accelerates the development of literacy skills** for K–5th grade students of all abilities, helping them make that critical shift from learning to read to reading to learn. Core5 Reading is approved under The Colorado READ Act as an evidence-based instructional program. Click here to learn more.

Lexia® PowerUp Literacy® accelerates literacy gains for students in grades 6–12 who are at risk of not meeting College- and Career-Ready Standards. Proven to be up to five times as effective as the average middle school reading intervention, PowerUp enables students to make multiple years of growth in a single academic year. Click here to learn more.

Lexia® English Language Development™ is an adaptive blended learning program that **supports Emergent Bilingual students' English language acquisition through academic conversations.** The program integrates speaking, listening, and grammar in the subjects of math, science, social studies, general knowledge, and biographies. Click here to learn more.

Lexia® Success Partnerships combine the power of our solutions with the expertise of our dedicated Customer Success Managers. **Our literacy experts collaborate with your leadership team to set goals that align with your instructional and staff needs,** then partner with you to develop and monitor a customized implementation plan designed to achieve the outcomes you need for both students and educators. We offer Success Partnerships for Core5, PowerUp, and Lexia English. Click here to learn more.

Core5/PowerUp Individual Student Subscription

	1 year	2 years	3 years	4 years	5 years
1-249	$44.00	$84.00	$123.00	$158.00	$198.00
250-499	$39.00	$74.00	$108.00	$140.00	$176.00
500+	$33.00	$63.00	$93.00	$119.00	$149.00

Core5/PowerUp Unlimited School Subscriptions

1 year	2 years	3 years	4 years	5 years
$10,500	$19,950	$29,100	$37,800	$47,250

Core5/PowerUp Unlimited School Subscription with School Success Partnership

1 year	2 years	3 years	4 years	5 years
$13,800	$26,200	$38,310	$49,700	$62,100

Lexia English Individual Student Subscription

	1 year	2 years	3 years	4 years	5 years
1-249	$100.00	$184.80	$255.60	$340.80	$426.00
250-499	$95.00	$175.50	$243.00	$324.00	$405.00
500+	$90.00	$166.80	$229.50	$306.00	$382.50

Lexia English Unlimited School Subscription

1 year	2 years	3 years	4 years	5 years
$12,900	$24,240	$34,830	$46,440	$58,050

Lexia English Unlimited School Subscription with School Success Partnership

1 year	2 years	3 years	4 years	5 years
$14,900	$28,020	$40,230	$53,640	$67,050

The *LETRS*® (Language Essentials for Teachers of Reading and Spelling) Suite is **professional learning that provides educators and administrators with deep knowledge to be literacy and language experts in the science of reading.** *LETRS* teaches the skills needed to master the fundamentals of reading instruction—phonological awareness, phonics, fluency, vocabulary, comprehension, writing, and language. LETRS is approved by the CDE as an Evidence-Based Reading Training and meets the Colorado READ Act training requirement for teachers. Click here to learn more.

Lexia® Aspire Professional Learning, grounded in the Science of Reading, is a **flexible, self-paced digital solution that empowers educators to accelerate literacy skills among students in grades 4-8,** and high school students reading significantly below grade level. Aspire equips educators with the knowledge and skills they need to apply science-based strategies to classrooms where the focus is on reading to learn. Click here to learn more.

LETRS Literacy Professional Development	Version	Price
LETRS Participant Bundle (Print, License & Online Training) Volume I (Units 1-4)	3rd Edition	$2,524
LETRS Participant Bundle (Print, License & Online Training) Volume II (Units 5-8)	3rd Edition	$2,524
LETRS Participant Bundle (Print, License & Online Training) Early Childhood	Early Childhood	$2,375
LETRS Participant Bundle (Print, License & Online Training) Administrators	Admin	$2,375
Online Course Extension	All	$99

Lexia Aspire Professional Learning – 1 Year License

1 Year Participant License	$600
1 Year Leader License	$600

Exhibit C

Lexia Accessibility Conformance Report

WCAG Edition

(Based on VPAT® Version 2.4Rev)

Name of Product/Version: Lexia® Core5® Reading

Report Date: April 2023

Product Description: Lexia Core5 Reading (Core5) is a technology-based, personalized reading program that provides explicit and systematic learning in six areas of reading instruction and delivers criterion- and norm-referenced performance data without interrupting the flow of instruction. Designed for students in Grades PreK through 5, Core5 provides an adaptive and individualized learning experience that enables students of all abilities to advance their reading skills in the areas of phonological awareness, phonics, structural analysis, fluency, vocabulary, and comprehension. This research-proven approach accelerates reading skill development, predicts students' year-end performance, and provides teachers with data-driven action plans to help differentiate instruction.

Contact Information: accessibility@lexialearning.com

Notes: Lexia Core5 Reading is constantly being developed, updated, and evaluated. Lexia's internal product design, development, and enhancement process incorporates considerations around accessibility throughout the product life cycle. Lexia is committed to continued support of evolving WCAG standards as part of its product roadmaps.

Evaluation Methods Used: Lexia Core5 Reading was evaluated by Lexia and third-party accessibility auditors using assistive technology and tools including JAWS, NVDA, VoiceOver, Color Contrast Analyzer, Chrome Browser, and AXE.

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

Applicable Standards/Guidelines

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

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

Terms

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

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

WCAG 2.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

Criteria	Conformance Level	Remarks and Explanations
1.1.1 Non-text Content (Level A)	Partially Supports	Lexia is actively working to address known issues with alternative text on a rolling basis, releasing updates as they are available. Our design practices promote support for alternative text whenever we publish new content. The application has some non-text content, such as images, that lack a text alternative.
1.2.1 Audio-only and Video-only (Prerecorded) (Level A)	Does not support	The application has some prerecorded audio-only and video-only content without an alternative.
1.2.2 Captions (Prerecorded) (Level A)	Does not support	The application has some prerecorded audio content in synchronized media without an alternative.
1.2.3 Audio Description or Media Alternative (Prerecorded) (Level A)	Partially supports	The application has some instructional animations that include audio that describes.
1.3.1 Info and Relationships (Level A)	Does not support	In some areas of the application, information, structure, and relationships conveyed through presentation cannot be programmatically determined.
1.3.2 Meaningful Sequence (Level A)	Supports	The application content exposed to user agents has a meaningful sequence.
1.3.3 Sensory Characteristics (Level A)	Does not support	The application includes some content where instructions rely solely on sensory characteristics of components such as shape, size, visual location, orientation, or sound.
1.4.1 Use of Color (Level A)	Does not support	The application includes some content where color is used as the only visual means of conveying information, indicating an action, prompting a response, or distinguishing a visual element.
1.4.2 Audio Control (Level A)	Partially supports	The application has a mechanism to control audio volume independently from the overall system volume level except in some non-instructional areas such as animations that introduce a new level.
2.1.1 Keyboard (Level A)	Does not support	Lexia has begun to make meaningful changes to enhance keyboard operability throughout the application, releasing updates on a rolling basis with the goal of supporting this

Criteria	Conformance Level	Remarks and Explanations
		criterion. Enhanced areas so far include: login sequence, all multiple choice activities. The application currently cannot be operated exclusively via a keyboard interface.
2.1.2 No Keyboard Trap (Level A)	Supports	The application does not have keyboard traps.
2.1.4 Character Key Shortcuts (Level A 2.1 only)	Supports	The application does not use character key shortcuts.
2.2.1 Timing Adjustable (Level A)	Partially supports	1 - The application does not include time limits with the exception of once-daily warmup activities, where there is no penalty for the number of correct or incorrect responses in the time provided. 2 - The application has a session timeout that can be extended by the user when prompted.
2.2.2 Pause, Stop, Hide (Level A)	Partially supports	The application supports pause, stop, hide with some exceptions, such as once-daily warmup activities and Sight Words activities.
2.3.1 Three Flashes or Below Threshold (Level A)	Supports	The application does not include content that flashes more than three (3) times per second.
2.4.1 Bypass Blocks (Level A)	Supports	The application does not have blocks of content that are repeated on multiple web pages. While there are blocks that may look similar, there is some page-specific content within them.
2.4.2 Page Titled (Level A)	Does not support	The application includes some pages without titles that describe the topic or purpose of the page.
2.4.3 Focus Order (Level A)	Supports	The application's focusable components receive focus in an order that preserves meaning and operability.
2.4.4 Link Purpose (In Context) (Level A)	Supports	The purpose of links in the application can be understood.
2.5.1 Pointer Gestures (Level A 2.1 only)	Supports	The application does not include multipoint or path-based gestures for operation.
2.5.2 Pointer Cancellation (Level A 2.1 only)	Supports	The application allows users to cancel pointer interactions except where completing the function on the down event is essential. Pointer events are cancellable by releasing the pointer outside the drop target area.
2.5.3 Label in Name (Level A 2.1 only)	Does not support	In some areas of the application, words that visually label a component are not also associated with the component programmatically.

Criteria	Conformance Level	Remarks and Explanations
2.5.4 Motion Actuation (Level A 2.1 only)	Supports	The application does not use motion actuation for user interaction.
3.1.1 Language of Page (Level A)	Supports	The application specifies the document language in the HTML markup.
3.2.1 On Focus (Level A)	Supports	When an application component receives focus, it does not initiate a change of context.
3.2.2 On Input (Level A)	Partially supports	The application changes context upon user interaction with some components.
3.3.1 Error Identification (Level A)	Does not support	In some areas of the application, if an input error is detected, the error is not described to the user in text.
3.3.2 Labels or Instructions (Level A)	Does not support	In some areas of the application, labels or instructions are not provided for user inputs.
4.1.1 Parsing (Level A)	Supports	The application provides start and end tags, is nested appropriately, does not contain duplicate attributes, and has unique IDs.
4.1.2 Name, Role, Value (Level A)	Does not support	The application does not always provide appropriate names, roles, and values for interactive elements.

Table 2: Success Criteria, Level AA

Criteria	Conformance Level	Remarks and Explanations
1.2.4 Captions (Live) (Level AA)	Supports	The application does not contain live synchronized media.
1.2.5 Audio Description (Prerecorded) (Level AA)	Partially supports	The application contains some prerecorded content in synchronized media that does not have audio description.
1.3.4 Orientation (Level AA 2.1 only)	Browser: Supports; iPad: Does Not Support	The application uses landscape display orientation to provide a consistent, predictable layout for school-age learners. On browser the window can be resized and repositioned.
1.3.5 Identify Input Purpose (Level AA 2.1 only)	Supports	The login screen contains the only user-oriented fields within the application. To ensure students are logging in with their unique username and password, autocomplete is not available on our login form.

Criterion	Conformance Level	Remarks and Explanations
1.4.3 Contrast (Minimum) (Level AA)	Does Not Support	Lexia has begun to make meaningful changes to enhance contrast throughout the application, releasing updates on a rolling basis with the goal of supporting this criterion. Enhanced areas so far include: program animations, warmups, student dashboard, educator mode, and settings. In some areas of the application, color contrast does not meet the specified minimum.
1.4.4 Resize text (Level AA)	Does Not Support	The application does not support the resizing of text without assistive technology up to 200 percent without loss of content or functionality.
1.4.5 Images of Text (Level AA)	Does Not Support	The application includes some images of text.
1.4.10 Reflow (Level AA 2.1 only)	Does Not Support	The application window can be resized larger to make content bigger, but text does not reflow when zooming. Scrolling is necessary in only one direction.
1.4.11 Non-text Contrast (Level AA 2.1 only)	Does Not Support	The application contains some UI components and graphical objects that do not meet the specified minimum color contrast.
1.4.12 Text Spacing (Level AA 2.1 only)	Supports	Content in the application is readable and operable when text spacing is altered by users.
1.4.13 Content on Hover or Focus (Level AA 2.1 only)	Supports	Content in the application that appears on pointer hover or keyboard focus is dismissible, hoverable, and persistent.
2.4.5 Multiple Ways (Level AA)	Supports	The application includes a series of user actions where each action is required in order to complete an activity.
2.4.6 Headings and Labels (Level AA)	Does Not Support	In some areas of the application, headings and labels are not provided to describe topic or purpose for assistive technology.
2.4.7 Focus Visible (Level AA)	Does Not Support	Lexia has begun to make meaningful changes to enhance focus indicators throughout the application, releasing updates on a rolling basis with the goal of supporting this criterion. In some areas of the application, focus indicators are not always visible for interactive elements.

Criterion	Support	Remarks and Explanations
3.1.2 Language of Parts (Level AA)	Does Not Support	The application content includes some words or phrases in a language other than the main language of the page that have not yet been tagged as such.
3.2.3 Consistent Navigation (Level AA)	Supports	The application provides clear and consistent navigation across pages.
3.2.4 Consistent Identification (Level AA)	Supports	The application consistently identifies components with the same functionality.
3.3.3 Error Suggestion (Level AA)	Supports	The application provides suggestions for resolving input errors except where it would jeopardize the security or purpose of the content.
3.3.4 Error Prevention (Legal, Financial, Data) (Level AA)	Supports	The application does not contain web pages that can cause legal commitments or financial transactions to occur. A mechanism is available for educators to reset student data, if needed.
4.1.3 Status Messages (Level AA 2.1 only)	Does Not Support	The application does not provide status messages that can be presented to the user of assistive technologies without receiving focus.

Legal Disclaimer

Statements contained in this document are based on current expectations, estimates, projections, opinions and beliefs of the Company. Actual results or outcomes may differ materially from those reflected or contemplated herein and are subject to known and unknown risks, uncertainties and other factors. No representation or warranty is given in respect of the information contained herein and the Company is under no obligation to (and expressly disclaims any obligation to) update any of the information provided in this document. There can be no assurance that the Company will undertake any of the transactions presented herein.

FIRST AMENDMENT TO SOFTWARE SERVICES AGREEMENT
BETWEEN LEXIA LEARNING SYSTEMS, LLC
AND POUDRE SCHOOL DISTRICT R-1

This First Amendment ("Amendment") effective May 15, 2025, is attached to and forms part of the Software Services Agreement between Poudre School District R-1 (the "District") and Lexia Learning Systems, LLC (the "Contractor") executed April 4, 2024 ("Agreement"), hereby attached and made part of this Amendment. To the extent that any of the terms or conditions contained in this Amendment may contradict with any of the terms or conditions of the attached Agreement, it is expressly understood and agreed that the terms of this Amendment shall take precedence and supersede the attached Agreement. The parties agree to amend the Agreement by adding the following language:

1. **Purpose of Amendment.** This Amendment shall constitute the Amendment to the Agreement between the District and the Contractor. The purpose of this Amendment is to amend the terms and deliverables between the District and Contractor.

2. **Term of Agreement.**

   2.1. At the conclusion of the term dated August 31, 2025, as outlined in section 1.1 of the Agreement, the District and Contractor elect to extend the term of the Agreement beginning on September 1, 2025 through August 31, 2026.

3. **Amended Responsibilities.**

   3.1. Exhibit A is deleted hereby in its entirety.

   3.2. Replace Exhibit A with Contractor's, Poudre School District's Student Data Information Request for Software Services, hereby attached to this First 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 Poudre School District 2025 Programs & Pricing Guide, hereby attached to this First Amendment and made part of this Agreement.

   3.5. Exhibit C is deleted hereby in its entirety.

   3.6. Replace Exhibit C with Contractor's, Lexia Core 5 Reading VPAT , Lexia English Language Development VPAT and Lexia PowerUp Literacy VPAT, hereby attached to this First Amendment and made part of this Agreement.

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

3.8. Add Exhibit D with Poudre School District's Tech Services with PII Insurance Requirements, hereby attached to this First Amendment and made part of this Agreement.

4. **Special Provisions.**

4.1. Section 6.1(d) shall be edited as follows: "(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, an/or make available for the District's download, such confidential student records and information to the District."

4.2. Section 14.1shall be edited as follows: "The Contractor shall not assign this Agreement or any of its rights, interests or obligations under this Agreement without (a) requiring and ensuring that such other company or third party assumes any and all requirements, restrictions, purpose and use limitations and other obligations agreed to by the Contractor hereunder with respect to the District records and personally identifiable information, and (b) notifying the District in writing and receive written approval from the District prior to providing any District records or personally identifiable information covered under the Agreement to its successors for any purpose other than the purpose hereunder."

4.3. Section 2.4 shall be edited as follows: "Contractor shall maintain compliance with federal, state and local laws as pertains to accessibility for persons with disabilities, including but not limited to Colorado House Bill 21-1110, for the length of the Agreement and all extensions. If the District receives any complaints or concerns regarding the accessibility of the Contractor's product and/or service, the Contractor agrees that it will promptly respond to and resolve those concerns of which it is made aware. Further, the Contractor agrees to indemnify and hold the District harmless from and against any third-party claims arising from the inaccessibility of its product and/or service."

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

5. **General Provisions.**

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

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

IN WITNESS WHEREOF, the District and the Contractor have signed this Amendment as of the Effective Date.

LEXIA LEARNING SYSTEMS, LLC   POUDRE SCHOOL DISTRICT R-1

By: _Nick Gaehde_____   By:_____

Nick Gaehde   R. David Montoya
President   Chief Finance Officer

                                                                    By:_____

                                                                    Traci Gile, PhD
                                                                    Assistant Superintendent

QUOTE

Lexia Learning Systems LLC
300 Baker Avenue, Suite 202
Concord, MA 01742 USA
Phone: (978) 405-6200
Fax: (978) 287-0062

Quote #: Q-672198-11
Created Date: 5/15/2025

Prepared By: Ariel Bobson
Email: ariel.bobson@lexialearning.com

Quote To:
Kristina Brown
Poudre School Dist R-1
2407 LaPorte Ave
Fort Collins, CO 80521 US

Bill To:
Poudre School Dist R-1
Financial Services
Attn: Accounts Payable
2407 LaPorte Ave
Fort Collins, CO 80521 US

Start Date	End Date	Quantity	Line Item Description	Sales Price	Total Price
9/1/2025	8/31/2026	75	Lexia Core5 Reading Student Subscription Renewal - Cache La Poudre	$35.00	$2,625.00
9/1/2025	8/31/2026	40	Lexia Core5 Reading Student Subscription Renewal - Bethke	$35.00	$1,400.00
9/1/2025	8/31/2026	196	Lexia Core5 Reading Student Subscription Renewal - Putnam	$35.00	$6,860.00
9/1/2025	8/31/2026	8	Lexia Core5 Reading Student Subscription Renewal - Bacon	$35.00	$280.00
9/1/2025	8/31/2026	100	Lexia Core5 Reading Student Subscription Renewal - Traut	$35.00	$3,500.00
9/1/2025	8/31/2026	92	Lexia Core5 Reading Student Subscription Renewal - Lopez	$35.00	$3,220.00
9/1/2025	8/31/2026	40	Lexia Core5 Reading Student Subscription Renewal - Werner	$35.00	$1,400.00
9/1/2025	8/31/2026	40	Lexia Core5 Reading Student Subscription Renewal - O'Dea	$35.00	$1,400.00
9/1/2025	8/31/2026	50	Lexia Core5 Reading Student Subscription Renewal - PSD Global Academy	$35.00	$1,750.00
9/1/2025	8/31/2026	135	Lexia Core5 Reading Student Subscription Renewal - Bamford	$35.00	$4,725.00
9/1/2025	8/31/2026	270	Lexia Core5 Reading Student Subscription Renewal - Olander	$35.00	$9,450.00
9/1/2025	8/31/2026	400	Lexia Core5 Reading Student Subscription Renewal - Integrated Services	$35.00	$14,000.00
9/1/2025	8/31/2026	85	Lexia Core5 Reading Student Subscription Renewal - Mountain Schools (Red Feather, Livermore, Stove Prairie)	$35.00	$2,975.00
9/1/2025	8/31/2026	20	Lexia Core5 Reading Student Subscription Renewal - Poudre Community Academy	$35.00	$700.00
9/1/2025	8/31/2026	10	Lexia Core5 Reading Student Subscription Renewal - Kruse	$35.00	$350.00

Start Date	End Date	Quantity	Line Item Description	Sales Price	Total Price
9/1/2025	8/31/2026	120	Lexia Core5 Reading Student Subscription Renewal - Polaris	$35.00	$4,200.00
9/1/2025	8/31/2026	153	Lexia Core5 Reading Student Subscription Renewal - Dunn	$35.00	$5,355.00
9/1/2025	8/31/2026	40	Lexia PowerUp Literacy Student Subscription Renewal - Fort Collins HS	$35.00	$1,400.00
9/1/2025	8/31/2026	20	Lexia PowerUp Literacy Student Subscription Renewal - Rocky Mountain HS	$35.00	$700.00

Total Price $66,290.00
Est. Tax $0.00
Total Due $66,290.00

If you are Tax-Exempt, please send a copy of your Tax-Exempt Certification with your PO. Please note that if you have previously provided this certificate to Voyager Sopris, we will need a new certificate issued to Lexia Learning Systems.

Fax or email Purchase Orders with quote number Q-672198-11 to the following:
Attn: Ariel Bobson
Email: ariel.bobson@lexialearning.com
Fax: 978-287-0062

PLEASE NOTE THE QUOTE NUMBER MUST APPEAR ON PURCHASE ORDER(S) IN ORDER TO PROCESS.

TERMS AND CONDITIONS
**Prices included herein are exclusive of all applicable taxes, including sales tax, VAT or other duties or levies imposed by any federal, state or local authority, which are the responsibility of Customer. Any taxes shown are estimates for informational purposes only. Customer will provide documentation in support of tax exempt status upon request. Pricing is valid 60 days. Lexia will invoice the total price set forth above upon Customer's acceptance. Payment is due net 30 days of invoice.

TERM
This quote serves as an Order Agreement and becomes effective upon its acceptance by both parties. The Product/Services purchased pursuant to this Agreement will begin on or about the start date set forth above and continue in effect for the Product/Service Term set forth above ("Subscription Period"). Unless otherwise set forth herein, all Product licenses shall have the same start and end dates, all Products are deemed delivered upon provisioning of license availability, and all Services must be used within the Subscription Period; unused Product licenses or Services are not eligible for refund or credit. Without prejudice to its other rights, Lexia may suspend delivery of the Product/Services in the event that Customer fails to make any payment when due.

ORDER PROCESS
To submit an order, please fax this quote along with the applicable Purchase Order to: (978) 287-0062, or send by email to your sales representative's email address listed above or to lexia_orders@lexialearning.com. To pay with credit card, please send your contact information and quote number to lexia_orders@lexialearning.com

NOTE: EACH PURCHASE ORDER MUST INCLUDE THE CORRECT QUOTE NUMBER PROVIDED ON THIS QUOTE, AND THE QUOTE SHOULD BE ATTACHED.

ACCEPTANCE
All Products and Services are offered subject to the Lexia K-12 Education Application License Agreement terms, available at https://lexialearning.com/privacy/eula (the "License"), as supplemented by the terms herein. By placing any order in response to this quote, Customer confirms its acceptance of the License Terms and the terms and fees in this quote, which together, constitute the entire agreement between Customer and Lexia regarding the Products and Services herein (the "Agreement"). Customer and Lexia agree that the terms and conditions of this Agreement supersede any additional or inconsistent terms or provisions in any Customer drafted purchase order, which shall be void and of no effect, or any communications, whether written or oral, between Customer and Lexia relating to the subject matter hereof. In the event of any conflict, the terms of this Agreement shall govern.

Exhibit A

Poudre School District

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.*

   Lexia® Core5® Reading (Pre-K–5) is a research-proven program that accelerates the development of literacy skills for students of all abilities, helping them make the critical shift from learning to read to reading to learn.

   Lexia® PowerUp Literacy® accelerates literacy gains for students in grades 6–12 who are at risk of not meeting College- and Career-Ready Standards. Rooted in the science of reading and proven to be up to five times as effective as the average middle school reading intervention, PowerUp enables students to make multiple years of growth in a single academic year.

   Lexia® English Language Development™ (K–6) is an adaptive blended learning program that supports Emergent Bilingual students' English language acquisition through academic conversations. The program integrates speaking, listening, and grammar in the subjects of math, science, social studies, general knowledge, and biographies.

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.*

   Refer to below:
   https://www.lexialearning.com/website-privacy-policy; https://legal.lexialearning.com/legal/application-privacy.html

Student	Teacher	Admin	Meta Data

3. What is the purpose of collecting student data?

The Lexia products gather various information, some of which includes personally identifiable information, based on the nature of the product interaction. See attached Student Data Processing Form.

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.*

Refer to below:
https://www.lexialearning.com/website-privacy-policy;
https://legal.lexialearning.com/legal/application-privacy.html

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

Refer to below:
https://www.lexialearning.com/website-privacy-policy;
https://legal.lexialearning.com/legal/application-privacy.html

6. Please provide:
   - Current quote (if available)

   Per attached quote Q-667054

   - Tiered pricing for future purchases

   See price sheet for specific information.

   - Name and email for contract notices

   Nick Gaehde
   contracts@lexialearning.com

   - Name and title of person who will sign the contract

   Nick Gaehde, President

   - Does the system allow integration for rostering?

     ◉ Yes   ○ No

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

   Lexia supports the rostering and maintenance of school, student, staff and class information using OneRoster 1.1 csv, Clever Secure Sync, Lexia's automated import via SFTP and csv, and on-demand spreadsheet import.

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.

Student Data Processing – Lexia

The Lexia products gather various information, some of which includes personally identifiable information, 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 and functionality. The Lexia products include additional functionalities that enable the school designated administrator, at his/her option, to select and input additional specified information fields, in order 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
Instructional Language	Required	Required to support product functionality
Student Middle Initial, Suffix	Optional*	*If selected by School Administrator
Student DOB	Optional*	*If selected by School Administrator
Student Gender	Optional*	*If selected by School Administrator
Student Race Demographics	Optional*	*If selected by School Administrator
Student Program Eligibility	Optional*	*If selected by School Administrator
Free/Reduced Lunch Eligibility	Optional*	*If selected by School Administrator
Economic Disadvantage	Optional*	*If selected by School Administrator
ELL (English Language Learner)	Optional*	*If selected by School Administrator
Title 1 Funds Eligibility	Optional*	*If selected by School Administrator
IDEA Eligibility	Optional*	*If selected by School Administrator
Teacher First and Last Name	Optional*	*If selected by School Administrator
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	Required to support product functionality
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
Lexia Internal user_id or student_id	Automatic	Required to support product functionality
Student API Calls	Automatic	Required to support product functionality

Information may be updated as necessary to maintain accuracy

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

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

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

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

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

Exhibit B

QUOTE

Lexia Learning Systems LLC
300 Baker Avenue, Suite 202
Concord, MA 01742 USA
Phone: (978) 405-6200
Fax: (978) 287-0062

Quote #:	Q-667054-1	**Prepared By:**	Ariel Bobson
Created Date:	1/13/2025	**Email:**	ariel.bobson@lexialearning.com

Quote To:
Ivy Sipes
Poudre School Dist R-1
2407 LaPorte Ave
Fort Collins, CO 80521 US

Bill To:
Poudre School Dist R-1
Financial Services
Attn: Accounts Payable
2407 LaPorte Ave
Fort Collins, CO 80521 US

Start Date	End Date	Quantity	Line Item Description	Sales Price	Total Price
9/1/2025	8/31/2026	3	Lexia Core5 Reading Unlimited School Subscription Renewal	$11,050.00	$33,150.00
9/1/2025	8/31/2026	1,792	Lexia Core5 Reading Student Subscription Renewal	$35.00	$62,720.00
9/1/2025	8/31/2026	10	Lexia Core5 Reading/PowerUp Literacy Student Subscription Renewal	$35.00	$350.00
9/1/2025	8/31/2026	215	Lexia PowerUp Literacy Student Subscription Renewal	$35.00	$7,525.00
9/1/2025	8/31/2026	65	Lexia English Student Subscription Renewal	$105.00	$6,825.00

Total Price $110,570.00
Est. Tax $0.00
Total Due $110,570.00

If you are Tax-Exempt, please send a copy of your Tax-Exempt Certification with your PO. Please note that if you have previously provided this certificate to Voyager Sopris, we will need a new certificate issued to Lexia Learning Systems.

Fax or email Purchase Orders with quote number <u>Q-667054-1</u> to the following:
Attn: Ariel Bobson
Email: ariel.bobson@lexialearning.com
Fax: 978-287-0062

PLEASE NOTE THE QUOTE NUMBER MUST APPEAR ON PURCHASE ORDER(S) IN ORDER TO PROCESS.

TERMS AND CONDITIONS
**Prices included herein are exclusive of all applicable taxes, including sales tax, VAT or other duties or levies imposed by any federal, state or local authority, which are the responsibility of Customer. Any taxes shown are estimates for informational purposes only. Customer will provide documentation in support of tax exempt status upon request. Pricing is valid 60 days. Lexia will invoice the total price set forth above upon Customer's acceptance. Payment is due net 30 days of invoice.

TERM

This quote serves as an Order Agreement and becomes effective upon its acceptance by both parties. The Product/Services purchased pursuant to this Agreement will begin on or about the start date set forth above and continue in effect for the Product/Service Term set forth above ("Subscription Period"). Unless otherwise set forth herein, all Product licenses shall have the same start and end dates, all Products are deemed delivered upon provisioning of license availability, and all Services must be used within the Subscription Period; unused Product licenses or Services are not eligible for refund or credit. Without prejudice to its other rights, Lexia may suspend delivery of the Product/Services in the event that Customer fails to make any payment when due.

ORDER PROCESS
To submit an order, please fax this quote along with the applicable Purchase Order to: (978) 287-0062, or send by email to your sales representative's email address listed above or to lexia_orders@lexialearning.com. To pay with credit card, please send your contact information and quote number to lexia_orders@lexialearning.com

NOTE: EACH PURCHASE ORDER MUST INCLUDE THE CORRECT QUOTE NUMBER PROVIDED ON THIS QUOTE, AND THE QUOTE SHOULD BE ATTACHED.

ACCEPTANCE
All Products and Services are offered subject to the Lexia K-12 Education Application License Agreement terms, available at https://lexialearning.com/privacy/eula (the "License"), as supplemented by the terms herein. By placing any order in response to this quote, Customer confirms its acceptance of the License Terms and the terms and fees in this quote, which together, constitute the entire agreement between Customer and Lexia regarding the Products and Services herein (the "Agreement"). Customer and Lexia agree that the terms and conditions of this Agreement supersede any additional or inconsistent terms or provisions in any Customer drafted purchase order, which shall be void and of no effect, or any communications, whether written or oral, between Customer and Lexia relating to the subject matter hereof. In the event of any conflict, the terms of this Agreement shall govern.

Lexia®

POUDRE SCHOOL DISTRICT

Because Literacy **Can** and **Should** be for ALL

Lexia's comprehensive suite of curriculum and professional development solutions are designed to meet the literacy needs of ALL students and the teachers who support them.

Poudre School District
2025 Programs & Pricing Guide

Customized Quotes Available Upon Request
Ariel Bobson – Lexia Literacy Partner
845.269.7613 | ariel.bobson@lexialearning.com

Lexia® Core5® Reading is an adaptive blended learning program that **accelerates the development of literacy skills for K–5th grade** students of all abilities, helping them make that critical shift from learning to read to reading to learn. Core5 Reading is approved under The Colorado READ Act as an evidence-based instructional program. Click here to learn more.

Lexia® PowerUp Literacy® **accelerates literacy gains for students in grades 6–12** who are at risk of not meeting College-and Career-Ready Standards. Proven to be up to five times as effective as the average middle school reading intervention, PowerUp enables students to make multiple years of growth in a single academic year. PowerUp can be used to support secondary READ Plans. Click here to learn more.

Lexia® English Language Development™ is an adaptive blended learning program that **supports Emergent Bilingual students' English language acquisition through academic conversations.** The program integrates speaking, listening, and grammar in the subjects of math, science, social studies, general knowledge, and biographies. Click here to learn more.

1-Year Core5 Reading or PowerUp Literacy Subscription

Subscription Type	Quantity/Price*
Individual Student License	1-249 licenses: $46.00 250-499 licenses: $41.00 500+ licenses: $35.00
Unlimited School Access	$11,050
Unlimited School Access w/ School Success Partnership	$14,400

1-Year Lexia English Subscription

Subscription Type	Quantity/Price*
Individual Student License	1-249 licenses: $105.00 250-499 licenses: $100.00 500+ licenses: $95.00
Unlimited School Access	$13,550
Unlimited School Access w/ School Success Partnership	$15,920

*Tiered pricing based on number of licenses purchased across District.

The *LETRS*® (Language Essentials for Teachers of Reading and Spelling) Suite is **professional learning that provides educators and administrators with deep knowledge to be literacy and language experts in the science of reading.** *LETRS* teaches the skills needed to master the fundamentals of reading instruction—phonological awareness, phonics, fluency, vocabulary, comprehension, writing, and language. LETRS is approved by the CDE as an Evidence-Based Reading Training and meets the Colorado READ Act training requirement for K-3 teachers. Click here to learn more.

Lexia® Aspire Professional Learning, grounded in the Science of Reading, is a **flexible, self-paced digital solution that empowers educators to accelerate literacy skills among students in grades 4-8,** and high school students reading significantly below grade level. Aspire equips educators with the knowledge and skills they need to apply research-proven reading strategies to classrooms where the focus is on reading to learn. Click here to learn more.

For more information on Professional Learning including pricing, please reach out to Ariel Bobson: ariel.bobson@lexialearning.com|845.269.7613

Exhibit C

Lexia Accessibility Conformance Report

WCAG Edition

(Based on VPAT® Version 2.4Rev)

Name of Product/Version: Lexia® Core5® Reading

Report Date: December 2024

Product Description: Lexia Core5 Reading (Core5) is a technology-based, personalized reading program that provides explicit and systematic learning in six areas of reading instruction and delivers criterion- and norm-referenced performance data without interrupting the flow of instruction. Designed for students in Grades PreK through 5, Core5 provides an adaptive and individualized learning experience that enables students of all abilities to advance their reading skills in the areas of phonological awareness, phonics, structural analysis, fluency, vocabulary, and comprehension. This research-proven approach accelerates reading skill development, predicts students' year-end performance, and provides teachers with data-driven action plans to help differentiate instruction.

Contact Information: accessibility@lexialearning.com

Notes: Lexia Core5 Reading is constantly being developed, updated, and evaluated. Lexia's internal product design, development, and enhancement process incorporates considerations around accessibility throughout the product life cycle. Lexia is committed to continued support of evolving WCAG standards as part of its product roadmaps.

Evaluation Methods Used: Lexia Core5 Reading was evaluated by Lexia and third-party accessibility auditors using assistive technology and tools including JAWS, NVDA, VoiceOver, Color Contrast Analyzer, Chrome Browser, and AXE.

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

Applicable Standards/Guidelines

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

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

Terms

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

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

WCAG 2.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

Criteria	Conformance Level	Remarks and Explanations
1.1.1 Non-text Content (Level A)	Supports	Non-text content in the application, such as images, has a text alternative.
1.2.1 Audio-only and Video-only (Prerecorded) (Level A)	Does not support	The application has some prerecorded audio-only and video-only content without an alternative.
1.2.2 Captions (Prerecorded) (Level A)	Does not support	The application has some prerecorded audio content in synchronized media without an alternative.
1.2.3 Audio Description or Media Alternative (Prerecorded) (Level A)	Partially supports	The application has some instructional animations without audio description or a media alternative.
1.3.1 Info and Relationships (Level A)	Does not support	In some areas of the application, information, structure, and relationships conveyed through presentation cannot be programmatically determined.
1.3.2 Meaningful Sequence (Level A)	Supports	The application content exposed to user agents has a meaningful sequence.
1.3.3 Sensory Characteristics (Level A)	Does not support	Lexia is making incremental changes within the application to address content or instructions that rely solely on sensory characteristics of components such as shape, size, visual location, orientation, or sound.
1.4.1 Use of Color (Level A)	Supports	Program content and art convey information in ways that are perceivable, regardless of users' ability to recognize or distinguish color.
1.4.2 Audio Control (Level A)	Partially supports	The application has a mechanism to control audio volume independently from the overall system volume level except in some non-instructional areas such as animations that introduce a new level.
2.1.1 Keyboard (Level A)	Does not support	Lexia is making incremental changes to enhance keyboard operability throughout the application, releasing updates on a rolling basis with the goal of supporting this criterion. Enhanced areas so far include: login sequence, main navigational buttons, and activities with multiple choice, multiselect, reading, typing, moving, and polling

Criteria	Conformance Level	Remarks and Explanations
		components. The application currently cannot be operated exclusively via a keyboard interface.
2.1.2 No Keyboard Trap (Level A)	Supports	The application does not have keyboard traps.
2.1.4 Character Key Shortcuts (Level A 2.1 only)	Supports	The application does not use character key shortcuts.
2.2.1 Timing Adjustable (Level A)	Partially supports	1 - The application does not include time limits with the exception of once-daily warmup activities, where there is no penalty for the number of correct or incorrect responses in the time provided. 2 - The application has a session timeout that can be extended by the user when prompted.
2.2.2 Pause, Stop, Hide (Level A)	Partially supports	The application supports pause, stop, hide with some exceptions, such as once-daily warmup activities and Sight Words activities.
2.3.1 Three Flashes or Below Threshold (Level A)	Supports	The application does not include content that flashes more than three (3) times per second.
2.4.1 Bypass Blocks (Level A)	Supports	The application does not have blocks of content that are repeated on multiple web pages. While there are blocks that may look similar, there is some page-specific content within them.
2.4.2 Page Titled (Level A)	Supports	The application has page titles.
2.4.3 Focus Order (Level A)	Supports	The application's focusable components receive focus in an order that preserves meaning and operability.
2.4.4 Link Purpose (In Context) (Level A)	Supports	The purpose of links in the application can be understood.
2.5.1 Pointer Gestures (Level A 2.1 only)	Supports	The application does not include multipoint or path-based gestures for operation.
2.5.2 Pointer Cancellation (Level A 2.1 only)	Supports	The application allows users to cancel pointer interactions except where completing the function on the down event is essential. Pointer events are cancellable by releasing the pointer outside the drop target area.
2.5.3 Label in Name (Level A 2.1 only)	Does not support	In some areas of the application, words that visually label a component are not also associated with the component programmatically.
2.5.4 Motion Actuation (Level A 2.1 only)	Supports	The application does not use motion actuation for user interaction.

Criteria	Conformance Level	Remarks and Explanations
3.1.1 Language of Page (Level A)	Supports	The application specifies the document language in the HTML markup.
3.2.1 On Focus (Level A)	Supports	When an application component receives focus, it does not initiate a change of context.
3.2.2 On Input (Level A)	Supports	The application does not change context upon user interaction with components.
3.3.1 Error Identification (Level A)	Does not support	In some areas of the application, if an input error is detected, the error is not described to the user in text.
3.3.2 Labels or Instructions (Level A)	Does not support	In some areas of the application, labels or instructions are not provided for user inputs.
4.1.1 Parsing (Level A)	Supports	The application provides start and end tags, is nested appropriately, does not contain duplicate attributes, and has unique IDs.
4.1.2 Name, Role, Value (Level A)	Does not support	The application does not always provide appropriate names, roles, and values for interactive elements.

Table 2: Success Criteria, Level AA

Criteria	Conformance Level	Remarks and Explanations
1.2.4 Captions (Live) (Level AA)	Supports	The application does not contain live synchronized media.
1.2.5 Audio Description (Prerecorded) (Level AA)	Partially supports	The application contains some prerecorded content in synchronized media that does not have audio description.
1.3.4 Orientation (Level AA 2.1 only)	Browser: Supports; iPad: Does Not Support	The application uses landscape display orientation to provide a consistent, predictable layout for school-age learners. On browser the window can be resized and repositioned.
1.3.5 Identify Input Purpose (Level AA 2.1 only)	Supports	The login screen contains the only user-oriented fields within the application. To ensure students are logging in with their unique username and password, autocomplete is not available on our login form.
1.4.3 Contrast (Minimum) (Level AA)	Partially Supports	Lexia is making incremental changes to enhance contrast throughout the application, releasing updates on a rolling basis with the goal of supporting this criterion. Enhanced

Criteria	Conformance Level	Remarks
		areas so far include: program animations, warmups, student dashboard, educator mode, and settings. In areas of the application where adjustments would not significantly alter the overall style and theme consistency, text fonts have been darkened to meet the minimum contrast specifications.
1.4.4 Resize text (Level AA)	Does Not Support	The application does not support the resizing of text without assistive technology up to 200 percent without loss of content or functionality.
1.4.5 Images of Text (Level AA)	Supports	Alternative text is provided to support occasional instances of images of text.
1.4.10 Reflow (Level AA 2.1 only)	Does Not Support	The application window can be resized larger to make content bigger, but text does not reflow when zooming. Scrolling is necessary in only one direction.
1.4.11 Non-text Contrast (Level AA 2.1 only)	Does Not Support	The application contains some UI components and graphical objects that do not meet the specified minimum color contrast.
1.4.12 Text Spacing (Level AA 2.1 only)	Supports	Content in the application is readable and operable when text spacing is altered by users.
1.4.13 Content on Hover or Focus (Level AA 2.1 only)	Supports	Content in the application that appears on pointer hover or keyboard focus is dismissible, hoverable, and persistent.
2.4.5 Multiple Ways (Level AA)	Supports	The application includes a series of user actions where each action is required in order to complete an activity.
2.4.6 Headings and Labels (Level AA)	Does Not Support	In some areas of the application, headings and labels are not provided to describe topic or purpose for assistive technology.
2.4.7 Focus Visible (Level AA)	Does Not Support	Lexia has begun to make meaningful changes to enhance focus indicators throughout the application, releasing updates on a rolling basis with the goal of supporting this criterion. In some areas of the application, focus indicators are not always visible for interactive elements.

3.1.2 Language of Parts (Level AA)	Supports	Content in the application that includes words or phrases in a language other than the main language of the page has been tagged as such.
3.2.3 Consistent Navigation (Level AA)	Supports	The application provides clear and consistent navigation across pages.
3.2.4 Consistent Identification (Level AA)	Supports	The application consistently identifies components with the same functionality.
3.3.3 Error Suggestion (Level AA)	Supports	The application provides suggestions for resolving input errors except where it would jeopardize the security or purpose of the content.
3.3.4 Error Prevention (Legal, Financial, Data) (Level AA)	Supports	The application does not contain web pages that can cause legal commitments or financial transactions to occur. A mechanism is available for educators to reset student data, if needed.
4.1.3 Status Messages (Level AA 2.1 only)	Does Not Support	The application does not provide status messages that can be presented to the user of assistive technologies without receiving focus.

Legal Disclaimer

Statements contained in this document are based on current expectations, estimates, projections, opinions and beliefs of the Company. Actual results or outcomes may differ materially from those reflected or contemplated herein and are subject to known and unknown risks, uncertainties and other factors. No representation or warranty is given in respect of the information contained herein and the Company is under no obligation to (and expressly disclaims any obligation to) update any of the information provided in this document. There can be no assurance that the Company will undertake any of the transactions presented herein.

© 2024 Lexia, a Cambium Learning Group company.

Lexia Accessibility Conformance Report

WCAG Edition

(Based on VPAT® Version 2.4Rev)

Name of Product/Version: Lexia® English Language Development™

Report Date: December 2024

Product Description: Lexia English Language Development is an adaptive blended learning program designed to help emergent bilingual students in grades K–6 acquire higher language proficiency levels of English, integrating three key areas: speaking, listening, and grammar.

Contact Information: accessibility@lexialearning.com

Notes: Lexia English Language Development is constantly being developed, updated, and evaluated. Lexia's internal product design, development, and enhancement process incorporates considerations around accessibility throughout the product life cycle. Lexia is committed to continued support of evolving WCAG standards as part of its product roadmaps.

Evaluation Methods Used: Lexia English Language Development was evaluated by Lexia and third-party accessibility auditors using assistive technology and tools including JAWS, NVDA, VoiceOver, Color Contrast Analyzer, Chrome Browser, and AXE.

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

Page **1** of **8**

Applicable Standards/Guidelines

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

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

Terms

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

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

WCAG 2.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

Criteria	Conformance Level	Remarks and Explanations
1.1.1 Non-text Content (Level A)	Supports	Non-text content in the application, such as images, has a text alternative.
1.2.1 Audio-only and Video-only (Prerecorded) (Level A)	Does Not Support	The application has some prerecorded audio-only and video-only content without an alternative.
1.2.2 Captions (Prerecorded) (Level A)	Does Not Support	The application has some prerecorded audio content in synchronized media without an alternative.
1.2.3 Audio Description or Media Alternative (Prerecorded) (Level A)	Partially Supports	The application has some instructional animations that include audio that describes.
1.3.1 Info and Relationships (Level A)	Does Not Support	In some areas of the application, information, structure, and relationships conveyed through presentation cannot be programmatically determined.
1.3.2 Meaningful Sequence (Level A)	Does Not Support	In some areas, application content exposed to user agents may not have a meaningful sequence.
1.3.3 Sensory Characteristics (Level A)	Does Not Support	The application includes some content where instructions rely solely on sensory characteristics of components such as shape, size, visual location, orientation, or sound.
1.4.1 Use of Color (Level A)	Partially Supports	Wherever possible, the product uses color along with a secondary association, such as sound or another treatment.
1.4.2 Audio Control (Level A)	Does Not Support	For audio that plays automatically for more than 3 seconds, the application does not have a mechanism to pause or stop the audio or control it independently from the system volume.
2.1.1 Keyboard (Level A)	Partially Supports	Lexia is actively working to address known issues with keyboard operability on a rolling basis, releasing updates as they are available. Our design practices promote support for keyboard operability whenever we publish new content. The application currently cannot be operated exclusively via a keyboard interface.
2.1.2 No Keyboard Trap (Level A)	Supports	The application does not cause a keyboard trap.
2.1.4 Character Key Shortcuts (Level A 2.1 only)	Supports	The application does not use character key shortcuts.

2.2.1 Timing Adjustable (Level A)	Supports	The application does not include activities with time limits. The application has a session timeout that can be extended by the user when prompted.
2.2.2 Pause, Stop, Hide (Level A)	Supports	The application does not include moving, blinking, scrolling, or auto-updating information.
2.3.1 Three Flashes or Below Threshold (Level A)	Supports	The application does not include content that flashes more than three (3) times per second.
2.4.1 Bypass Blocks (Level A)	Supports	The application does not have large blocks of content that are repeated on multiple web pages. While there are blocks that may look similar, there is some page-specific content within them.
2.4.2 Page Titled (Level A)	Supports	The application has page titles.
2.4.3 Focus Order (Level A)	Partially Supports	Lexia is actively working to address known issues with focus order on a rolling basis, releasing updates as they are available. Our design practices promote support for focus order whenever we publish new content. In some areas exposed to user agents, components may receive focus in an order that can be improved for meaning and operability.
2.4.4 Link Purpose (In Context) (Level A)	Supports	The purpose of links in the application can be understood.
2.5.1 Pointer Gestures (Level A 2.1 only)	Supports	The application does not include multipoint or path-based gestures for operation.
2.5.2 Pointer Cancellation (Level A 2.1 only)	Supports	The application allows users to cancel pointer interactions except where completing the function on the down event is essential. Pointer events are cancellable by releasing the pointer outside the drop target area.
2.5.3 Label in Name (Level A 2.1 only)	Does Not Support	In some areas of the application, words that visually label a component are not also associated with the component programmatically.
2.5.4 Motion Actuation (Level A 2.1 only)	Supports	The application does not use motion actuation for user interaction.
3.1.1 Language of Page (Level A)	Supports	The application specifies the document language in the HTML markup.

3.2.1 On Focus (Level A)	Supports	When an application component receives focus, a change of context does not occur.
3.2.2 On Input (Level A)	Supports	The application does not change context upon user interaction with components.
3.3.1 Error Identification (Level A)	Partially Supports	Lexia is actively working to address known issues with error identification on a rolling basis, releasing updates as they are available. Our design practices promote support for error identification whenever we publish new content. In some areas of the application, if an input error is detected, the error is not described to the user in text.
3.3.2 Labels or Instructions (Level A)	Partially Supports	Lexia is actively working to address known issues with labels or instructions on a rolling basis, releasing updates as they are available. Our design practices promote support for labels or instructions whenever we publish new content. In some areas of the application, labels or instructions are not provided for user inputs.
4.1.1 Parsing (Level A)	Supports	The application provides start and end tags, is nested appropriately, does not contain duplicate attributes, and has unique IDs.
4.1.2 Name, Role, Value (Level A)	Partially Supports	Lexia is actively working to address known issues with name, role, value on a rolling basis, releasing updates as they are available. Our design practices promote support for this whenever we publish new content. The application does not always provide appropriate names, roles, and values for interactive elements.

Table 2: Success Criteria, Level AA

Criteria	Conformance Level	Remarks and Explanations
1.2.4 Captions (Live) (Level AA)	Supports	The application does not contain live synchronized media.
1.2.5 Audio Description (Prerecorded) (Level AA)	Partially Supports	The application contains some prerecorded content in synchronized media that does not have audio description
1.3.4 Orientation (Level AA 2.1 only)	Browser: Supports iPad: Does Not Support	The application uses landscape display orientation to provide a consistent, predictable layout for school-age learners. On browser the window can be resized and repositioned.
1.3.5 Identify Input Purpose (Level AA 2.1 only)	Supports	The login screen contains the only user-oriented fields within the application. To ensure students are logging in with their unique username and password, autocomplete is not available on our login form.
1.4.3 Contrast (Minimum) (Level AA)	Partially Supports	Lexia is actively working to address known issues with contrast on a rolling basis, releasing updates as they are available. Our design practices promote support for minimum contrast whenever we publish new content. In some areas of the application, color contrast does not meet the specified minimum.
1.4.4 Resize text (Level AA)	Does Not Support	The application does not support the resizing of text without assistive technology up to 200 percent without loss of content or functionality.
1.4.5 Images of Text (Level AA)	Supports	Alternative text is provided to support occasional instances of images of text.
1.4.10 Reflow (Level AA 2.1 only)	Does Not Support	The application window can be resized larger to make content bigger, but text does not reflow when zooming. Scrolling is necessary in only one direction.
1.4.11 Non-text Contrast (Level AA 2.1 only)	Partially Supports	The application contains some UI components and graphical objects that do not meet the specified minimum color contrast.
1.4.12 Text Spacing (Level AA 2.1 only)	Supports	Content in the application is readable and operable when text spacing is altered by users.

1.4.13 Content on Hover or Focus (Level AA 2.1 only)	Supports	Content in the application that appears on pointer hover or keyboard focus is dismissible, hoverable, and persistent.
2.4.5 Multiple Ways (Level AA)	Supports	The application includes a series of user actions where each action is required in order to complete an activity.
2.4.6 Headings and Labels (Level AA)	Does Not Support	In some areas of the application, headings and labels are not provided to describe topic or purpose for assistive technology.
2.4.7 Focus Visible (Level AA)	Partially Supports	Lexia is actively working to address known issues with focus indicators on a rolling basis, releasing updates as they are available. Our design practices promote support for focus indicators whenever we publish new content. In some areas of the application, focus indicators are not always visible for interactive elements.
3.1.2 Language of Parts (Level AA)	Supports	The application content includes some words or phrases in a language other than the main language of the page that have not yet been tagged as such.
3.2.3 Consistent Navigation (Level AA)	Supports	The application provides clear and consistent navigation across pages.
3.2.4 Consistent Identification (Level AA)	Supports	The application consistently identifies components with the same functionality.
3.3.3 Error Suggestion (Level AA)	Supports	The application provides suggestions for resolving input errors except where it would jeopardize the security or purpose of the content.
3.3.4 Error Prevention (Legal, Financial, Data) (Level AA)	Supports	The application does not contain web pages that can cause legal commitments or financial transactions to occur. A mechanism is available for educators to reset student data, if needed.
4.1.3 Status Messages (Level AA 2.1 only)	Does Not Support	The application does not provide status messages that can be presented to the user of assistive technologies without receiving focus.

Legal Disclaimer

Statements contained in this document are based on current expectations, estimates, projections, opinions and beliefs of the Company. Actual results or outcomes may differ materially from those reflected or contemplated herein and are subject to known and unknown risks, uncertainties and other factors. No representation or warranty is given in respect of the information contained herein and the Company is under no obligation to (and expressly disclaims any obligation to) update any of the information provided in this document. There can be no assurance that the Company will undertake any of the transactions presented herein.

Lexia Accessibility Conformance Report

WCAG Edition

(Based on VPAT® Version 2.4Rev)

Name of Product/Version: Lexia® PowerUp Literacy®

Report Date: December 2024

Product Description: Lexia PowerUp Literacy (PowerUp), Grades 6+, is designed to accelerate literacy gains for struggling and non-proficient readers. Blending browser-based online student-driven instruction with offline educator-delivered lessons and independent skill-based activities, PowerUp accelerates the development of both fundamental literacy skills and higher order thinking skills through personalized learning paths.

Contact Information: accessibility@lexialearning.com

Notes: Lexia PowerUp Literacy is constantly being developed, updated, and evaluated. Lexia's internal product design, development, and enhancement process incorporates considerations around accessibility throughout the product life cycle. Lexia is committed to continued support of evolving WCAG standards as part of its product roadmaps.

Evaluation Methods Used: Lexia PowerUp Literacy was evaluated by Lexia and third-party accessibility auditors using assistive technology and tools including JAWS, NVDA, VoiceOver, Color Contrast Analyzer, Chrome Browser, and AXE.

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

Applicable Standards/Guidelines

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

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

Terms

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

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

WCAG 2.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

Criteria	Conformance Level	Remarks and Explanations
1.1.1 Non-text Content (Level A)	Supports	Non-text content in the application, such as images, has a text alternative.
1.2.1 Audio-only and Video-only (Prerecorded) (Level A)	Does Not Support	The application has some prerecorded audio-only and video-only content without an alternative.
1.2.2 Captions (Prerecorded) (Level A)	Partially Supports	The application provides closed captions for video content. The application has some prerecorded audio content in synchronized media without an alternative.
1.2.3 Audio Description or Media Alternative (Prerecorded) (Level A)	Supports	As of August 2024, the application provides audio descriptions for video content. Audio descriptions occur in between audio of the main track and can be toggled on and off.
1.3.1 Info and Relationships (Level A)	Does Not Support	In some areas of the application, information, structure, and relationships conveyed through presentation cannot be programmatically determined.
1.3.2 Meaningful Sequence (Level A)	Does Not Support	In some areas, application content exposed to user agents may not have a meaningful sequence.
1.3.3 Sensory Characteristics (Level A)	Does Not Support	The application includes some content where instructions rely solely on sensory characteristics of components such as shape, size, visual location, orientation, or sound.
1.4.1 Use of Color (Level A)	Partially Supports	In some areas of the application, when color is used, text is available to provide context. An example is My Progress where students can see their work in the three strands of the program. While each strand is color-coded, there are also descriptions of each strand on the colored sections.
1.4.2 Audio Control (Level A)	Supports	For audio that plays automatically for more than 3 seconds, the application has a mechanism to control it independently from the system volume.
2.1.1 Keyboard (Level A)	Partially Supports	Lexia is actively working to address known issues with keyboard operability on a rolling basis, releasing updates as they are available. Our design practices promote support for keyboard operability whenever we add new

Criteria	Conformance Level	Remarks and Explanations
		functionality. The application currently cannot be operated exclusively via a keyboard interface.
2.1.2 No Keyboard Trap (Level A)	Supports	The application does not have keyboard traps.
2.1.4 Character Key Shortcuts (Level A 2.1 only)	Supports	The application does not use character key shortcuts.
2.2.1 Timing Adjustable (Level A)	Partially Supports	1 - The application does not include time limits with the exception of Word Study: Fluency Challenge 1-3; Letters, Patterns, Sounds & Meaning; Spelling Patterns; Latin Roots 2; Greek Combining Forms 2 & 4; and Grammar: Parts of Speech. In these, there is no penalty for the number of correct or incorrect responses in the time provided. 2 - The application has a session timeout that can be extended by the user when prompted.
2.2.2 Pause, Stop, Hide (Level A)	Partially Supports	The application supports pause, stop, hide with some exceptions, such as Word Study: Fluency Challenge 1-3; Letters, Patterns, Sounds & Meaning; Spelling Patterns; Latin Roots 2; Greek Combining Forms 2 & 4; and Grammar: Parts of Speech.
2.3.1 Three Flashes or Below Threshold (Level A)	Supports	The application does not include content that flashes more than three (3) times per second.
2.4.1 Bypass Blocks (Level A)	Supports	The application does not have blocks of content that are repeated on multiple web pages. While there are blocks that may look similar, there is some page-specific content within them.
2.4.2 Page Titled (Level A)	Supports	The application includes titles that describe the topic or purpose of the page.
2.4.3 Focus Order (Level A)	Partially Supports	Lexia is actively working to address known issues with focus order on a rolling basis, releasing updates as they are available. In some areas exposed to user agents, components may receive focus in an order that can be improved for meaning and operability.
2.4.4 Link Purpose (In Context) (Level A)	Supports	The purpose of links in the application can be understood.
2.5.1 Pointer Gestures (Level A 2.1 only)	Supports	The application does not include multipoint or path-based gestures for operation.

Criteria	Conformance Level	Remarks and Explanations
2.5.2 Pointer Cancellation (Level A 2.1 only)	Supports	The application allows users to cancel pointer interactions except where completing the function on the down event is essential. Pointer events are cancellable by releasing the pointer outside the drop target area.
2.5.3 Label in Name (Level A 2.1 only)	Partially Supports	In some areas of the application, words that visually label a component are not also associated with the component programmatically.
2.5.4 Motion Actuation (Level A 2.1 only)	Supports	The application does not use motion actuation for user interaction.
3.1.1 Language of Page (Level A)	Supports	The application specifies the document language in the HTML markup.
3.2.1 On Focus (Level A)	Partially Supports	Lexia is actively working to address known issues with focus order on a rolling basis, releasing updates as they are available. In some areas, when an application component receives focus, it may initiate a change of context.
3.2.2 On Input (Level A)	Supports	The application does not change context upon user interaction with components.
3.3.1 Error Identification (Level A)	Does Not Support	In some areas of the application, if an input error is detected, the error is not described to the user in text.
3.3.2 Labels or Instructions (Level A)	Does Not Support	In some areas of the application, labels or instructions are not provided for user inputs.
4.1.1 Parsing (Level A)	Supports	The application provides start and end tags, is nested appropriately, does not contain duplicate attributes, and has unique IDs.
4.1.2 Name, Role, Value (Level A)	Does Not Support	The application does not always provide appropriate names, roles, and values for interactive elements.

Table 2: Success Criteria, Level AA

Criteria	Conformance Level	Remarks and Explanations
1.2.4 Captions (Live) (Level AA)	Supports	The application does not contain live synchronized media.
1.2.5 Audio Description (Prerecorded) (Level AA)	Partially Supports	The application contains some prerecorded content in synchronized media that does not have audio description.

Criteria	Conformance Level	Remarks and Explanations
1.3.4 Orientation (Level AA 2.1 only)	Browser: Supports iPad: Does Not Support	The application uses landscape display orientation to provide a consistent, predictable layout for school-age learners. On browser the window can be resized and repositioned.
1.3.5 Identify Input Purpose (Level AA 2.1 only)	Supports	The login screen contains the only user-oriented fields within the application. To ensure students are logging in with their unique username and password, autocomplete is not available on our login form.
1.4.3 Contrast (Minimum) (Level AA)	Partially Supports	Lexia is actively working to address known issues with contrast on a rolling basis, releasing updates as they are available. Our design practices promote support for minimum contrast whenever we publish new content. In some areas of the application, color contrast does not meet the specified minimum.
1.4.4 Resize text (Level AA)	Does Not Support	The application does not support the resizing of text without assistive technology up to 200 percent without loss of content or functionality.
1.4.5 Images of Text (Level AA)	Supports	Alternative text is provided to support occasional instances of images of text.
1.4.10 Reflow (Level AA 2.1 only)	Does Not Support	The application window can be resized larger to make content bigger, but text does not reflow when zooming. Scrolling is necessary in only one direction.
1.4.11 Non-text Contrast (Level AA 2.1 only)	Partially Supports	The application contains some UI components and graphical objects that do not meet the specified minimum color contrast.
1.4.12 Text Spacing (Level AA 2.1 only)	Supports	Content in the application is readable and operable when text spacing is altered by users.
1.4.13 Content on Hover or Focus (Level AA 2.1 only)	Supports	Content in the application that appears on pointer hover or keyboard focus is dismissible, hoverable, and persistent.
2.4.5 Multiple Ways (Level AA)	Supports	The application includes a series of user actions where each action is required in order to complete an activity.

Criterion	Conformance	Remarks
2.4.6 Headings and Labels (Level AA)	Does Not Support	In some areas of the application, headings and labels are not provided to describe topic or purpose for assistive technology.
2.4.7 Focus Visible (Level AA)	Partially Supports	Lexia is actively working to address known issues with focus on a rolling basis, releasing updates as they are available. Our design practices promote support for focus indicators whenever we add new content or functionality. In some areas of the application, focus indicators are not always visible for interactive elements.
3.1.2 Language of Parts (Level AA)	Supports	The application allows for the human language of each passage or phrase in the content to be programmatically determined.
3.2.3 Consistent Navigation (Level AA)	Supports	The application provides clear and consistent navigation across pages.
3.2.4 Consistent Identification (Level AA)	Supports	The application consistently identifies components with the same functionality.
3.3.3 Error Suggestion (Level AA)	Supports	The application provides suggestions for resolving input errors except where it would jeopardize the security or purpose of the content.
3.3.4 Error Prevention (Legal, Financial, Data) (Level AA)	Supports	The application does not contain web pages that can cause legal commitments or financial transactions to occur. A mechanism is available for educators to reset student data, if needed.
4.1.3 Status Messages (Level AA 2.1 only)	Does Not Support	The application does not provide status messages that can be presented to the user of assistive technologies without receiving focus.

Legal Disclaimer

Statements contained in this document are based on current expectations, estimates, projections, opinions and beliefs of the Company. Actual results or outcomes may differ materially from those reflected or contemplated herein and are subject to known and unknown risks, uncertainties and other factors. No representation or warranty is given in respect of the information contained herein and the Company is under no obligation to (and expressly disclaims any obligation to) update any of the information provided in this document. There can be no assurance that the Company will undertake any of the transactions presented herein.

Exhibit D

Poudre School District Tech Services with PII

Insurance. Provider, at its expense, shall purchase and maintain in effect at all times throughout the duration of the Agreement, all insurance requirements and limits as set forth below. Policies providing such limits of coverage via a primary policy plus an umbrella or following form excess policy will be satisfactory. All insurance shall be written by a carrier legally authorized to write such insurance in the state of Colorado provided the carrier has a current A.M. Best rating of A- VII or higher. All policies shall be primary and non-contributory with any insurance maintained by additional insureds. Insurance and/or self-insurance carried by the District is excess of the coverage extended to the District by Provider. Provider shall provide at least thirty (30) days' advance written notice to the District prior to cancellation, change of coverage, or non-renewal. The insurance requirements specified in this section 12 shall not reduce the indemnification liability that Provider has assumed in section 13.

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

Commercial General Liability

Minimum Limits

- Each Occurrence Bodily Injury & Property Damage $1,000,000
- General Aggregate $2,000,000
- Coverage must be written on an "occurrence" basis.
- Poudre School District R-1 and its elected officials, employees, agents, and volunteers shall be named as an additional insured or covered as an additional insured by way of a blanket endorsement and shall be insured to the full limits of liability purchased by the Provider even if those limits of liability are in excess of those required by this Agreement.

Technology Errors & Omissions and Network Security & Privacy

Minimum Limits

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

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

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

**SOFTWARE SERVICES AGREEMENT
BETWEEN LEXIA LEARNING SYSTEMS, LLC
AND POUDRE SCHOOL DISTRICT R-1**

This Software Services Agreement ("Agreement") is entered into this 5th day of April 2024, by and between Poudre School District R-1 (the "District") and Lexia Learning Systems, LLC (the "Contractor"). The District and the Contractor are collectively referenced herein as the "parties." In consideration of the mutual covenants and promises contained in this Agreement, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Term of Agreement.

1.1. This Agreement shall commence on September 1, 2024, and continue through and including August 31, 2025. The Agreement, at the option of the District, may be extended for up to four (4) additional one-year terms, upon a written mutually agreed upon amendment for each one-year term.

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

1.3. **Termination For Cause.** Notwithstanding the provisions of section 1.1 and 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.

The Contractor shall make its software available for use in the District, in accordance with the scope of work set forth in the attached Exhibit B (hereinafter the "Services").

2.1. The pricing for all Services under this Agreement shall not exceed that as set forth in the attached Exhibit B, due and payable thirty (30) days from receipt of Contractor's invoice.

2.1.1. Additional Services purchases shall not exceed the pricing outlined in Exhibit B.

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

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

2.4.   Contractor shall maintain compliance with federal, state and local laws as pertains to accessibility for persons with disabilities, including but not limited to Colorado House Bill 21-1110, for the length of the Agreement and all extensions.

2.5.   **Invoicing.** The District utilizes an online vendor portal to collect, validate, and manage vendor information, including but not limited to tax identification verification, sanction monitoring, receipt of W9 and other required forms. Prior to the issuance of a purchase order or payment, the Contractor will be required to complete the online registration process through the online vendor portal, which shall include the Contractor providing all required documentation, and receiving approval of the submission of all documentation, including but not limited to, taxpayer identification number and bank account verification.

2.1.1. Contractor will provide invoices for the Services at the rate specified in 2.1. Invoices for Services provided shall be submitted directly to the District's accounts payable department within thirty (30) days of completion of Services. Invoices for such Services shall include (a) date on which Services were provided, (b) the District Location for which the Service were provided, (c) details of Products delivered, (d) and if issued, a purchase order number.

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

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

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

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

      2.1.6.   The District is a political subdivision of the State of Colorado and considered a governmental entity for tax classification purposes. The District is exempt from city, county, and state sales tax. The District's state tax exempt number is 98-03335 and the District's Federal Tax Identification Number (TIN) is 84-6013733.

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

2.6.   The Contractor grants the District a non-exclusive, non-transferable, non-sublicenseable license to access and use, and permit authorized users to access and use the Services solely in the United States during the term of the Agreement.

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

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

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

3.   **Definitions.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5

securely destroy all confidential student records and information in their possession, custody or control, or return such confidential student records and information to the District.

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

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

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

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

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

      8.   The Contractor shall comply with and the Services provided under this agreement shall be in compliance with all applicable provisions of §§24-85-101, *et seq.*, C.R.S., and the *Accessibility Standards for Individuals with a Disability,* as established by the State of

Colorado's Governor's Office of Information Technology pursuant to Section §24-85-103 (2.5), C.R.S. The Contractor shall also comply with all State of Colorado technology standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards.

       7.3.   The Contractor shall ensure compliance by providing a Voluntary Product Accessibility Template (VPAT) using the current template available here: https://www.section508.gov/sell/vpat/

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

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

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

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

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

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

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

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

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

Poudre School District R-1   Fort Collins, CO 80521
Attn: Contract Administrator   E-mail: contracts@psdschools.org
2407 LaPorte Avenue

Lexia Learning Systems, LLC Attn: Nick Gaehde   Concord, MA 01742
300 Baker Ave Ste 320   Email: contracts@lexialearning.com

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

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

Any insurance and/or self-insurance carried by the District is excess of the coverage extended to the District by Contractor. Contractor shall provide at least thirty (30) days' advance written notice to the District prior to cancellation, change of coverage, or non-renewal. The insurance requirements specified in this section 11 shall not reduce the indemnification liability that Contractor has assumed in section 12.

Commercial General Liability

Minimum Limits
    a.   Each Occurrence Bodily Injury & Property Damage $2,000,000
    b.   General Aggregate $3,000,000
    c.   Products/Completed Operations Aggregate $2,000,000
    d.   Personal/Advertising Injury $2,000,000
    e.   Coverage must be written on an "occurrence" basis.

    f.   Poudre School District R-1 and its elected officials, employees, agents, and volunteers shall be named as an additional insured or covered as an additional insured by way of a blanket endorsement and shall be insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Agreement.

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

8

Minimum Limits

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

The insurance shall provide coverage for:

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

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

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

15.   **General Provisions.**

    14.1.   **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.

    14.2.   **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.

    14.3.   **Press Contacts/News Releases.** The Contractor shall not initiate any press, media, or social media, contact nor respond to press, media or social media requests

regarding this Agreement and/or any related matters concerning the District without the prior written approval of the District.

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

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

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

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

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

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

14.10. **Severability Clause**. Should any provision of this Agreement be determined to be void, invalid, unenforceable or illegal for whatever reason, such provision(s) shall be null and void; provided, however, that the remaining provisions of this Agreement shall be unaffected thereby and shall continue to be valid and enforceable.

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

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

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

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

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

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

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

LEXIA LEARNING SYSTEMS, LLC   POUDRE SCHOOL DISTRICT R-1

DocuSigned by:

By *Nick Gaehde*
4C1C4333FB5D4AE...

Full Name: Nick Gaehde

Title: President

4/29/2024

By: *R David Montoya*
R David Montoya (May 15, 2024 10:37 MDT)

R. David Montoya
Chief Finance Officer

By: *Traci Gile*
Traci Gile (May 15, 2024 10:31 MDT)

Traci Gile
Assistant Superintendent

Exhibit A

Poudre School District

Clear Form

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.*

   Lexia Reading® Core5® for Grades PreK-5
   Core5 is a technology-based, personalized reading program that provides explicit and systematic learning in six areas of reading instruction and delivers norm-referenced performance data without interrupting the flow of instruction.
   https://www.lexialearning.com/core5

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.*

   Refer to below:
   https://www.lexialearning.com/website-privacy-policy; https://legal.lexialearning.com/legal/application-privacy.html

Student	Teacher	Admin	Meta Data

3. What is the purpose of collecting student data?

The Lexia products gather various information, some of which includes personally identifiable information, based on the nature of the product interaction. See attached Student Data Processing Form.

4. What third parties does the company partner with who may receive student data in any format?
   - *This includes storage and vendors receiving encrypted data.*

See attached Third Party Vendors document.

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

See attached student records privacy statement and the attached Lexia Learning Privacy Policy.

6. Please provide:
   - Current quote (if available)

   Per attached quote: Q-592642-2

   - Tiered pricing for future purchases

   See price sheet for specific information.

   - Name and email for contract notices

   Nick Gaehde
   contracts@lexialearning.com

   - Name and title of person who will sign the contract

   Nick Gaehde, President

   - Does the system allow integration for rostering?

      ⦿ Yes   ◯ No

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

   Lexia supports the rostering and maintenance of school, student, staff and class information using OneRoster 1.1 csv, Clever Secure Sync, Lexia's automated import via SFTP and csv, and on-demand spreadsheet import.

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

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

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

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

3

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

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

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

Website Privacy Policy

Lexia Learning Systems LLC, a Cambium Learning® Group company ("Lexia") is the developer of the Lexia® technology-based learning solutions. We take the privacy of our customers seriously. We are committed to safeguarding your privacy while providing a personalized and valuable service.

1. Overview

This Privacy Policy explains the data processing practices of Lexia, and how Lexia collects and uses your personal information when you visit or access www.Lexialearning.com or our other commercial websites ("Websites"), or when you interact with us in other on-line and off-line sales or marketing activities. This privacy policy also describes how Lexia shares and secures your personal information, as well as your choices regarding the use, access and correction of your personal information. For our privacy policies concerning the collection and use of personal information of school or district students or staffs that is collected within and through use of our online subscription products and related services, including www.mylexia.com and the MyLexia mobile application, please refer to our Application Data Privacy Policy. If you have any requests concerning your personal information or any questions about these practices please contact our Privacy Officer by e-mail at privacy@lexialearning.com.

Information provided by you may be requested from one of our Websites or those of our affiliates under the Lexia, the Cambium Learning Group or one of the Cambium Learning Group brands, or from one of our reputable co-marketing partner sites that represent our brands on their own websites under their company and/or brand name. In the event that you provide us with personal information for the purposes of free registration and you later make a purchase, whether directly from us or facilitated by one of our e-commerce partners, we will collect and use your personal information according to our stated policies that are posted and available for your review at the time of purchase.

As described in this Privacy Policy, we use your personal information to provide and improve our services. By visiting our Website or using our

services, you agree to the collection and use of information in accordance with this Privacy Policy.

We encourage you to periodically review this privacy policy as it may change at any time at our sole discretion. Our Website may contain links to third party sites, which are not subject to this privacy policy. Lexia does not endorse and is not responsible for the privacy practices or content on these sites. We recommend that you read the privacy policy of any such sites that you visit.

2. Information Collected

Personal information is collected by Lexia. We collect personal information about you (your "Personal Information") through:

- The use of inquiry and registration forms
- The purchase process when you buy any of our products or services
- The provision of your details to us either online or offline

The elements of your Personal Information that we collect under this policy may include:

- Name
- Job title
- Company name
- Personal or professional contact and demographic information, shipping and billing addresses, phone and fax number
- Mobile telephone number
- E-mail address
- IP address, device information, activity information and browser information
- Payment details such as credit card information and transaction history
- Market research data such as customer usage patterns

3. Use and Disclosure of Personal Information

We use Personal Information under this privacy policy for various business purposes which may include:

- Providing our customers with a personalized service and support.
- Engaging in transactions and communications with our customers.
- Processing orders, registrations and inquiries.
- Conducting market research and surveys.
- Running competitions.
- Measuring interest in and improving our website, products, and services.
- Providing our customers with information about products and services we offer. You may stop the delivery of marketing emails by following the instructions accompanying a particular communication or by contacting us at privacy@lexialearning.com.
- Protecting rights or fulfilling obligations required by law, regulation or contract.
- Resolving disputes, collecting fees, protecting against fraud, and troubleshooting problems

We use the information you provide when placing an order to complete that order and to service your account. We do not share this information with outside parties except: 1. to the extent necessary to complete that order or to provide you with services by way of our service providers or contracted partners (e.g., payment processing, sales partners servicing your account, third-party shipping, cloud computing infrastructure and hosting providers, business analytics, customer support); or 2. to successors in title to our business; or 3. in accordance with legal and regulatory requirements or to respond to a government subpoena or other government request; or 4. as necessary, in Lexia's sole discretion, to protect the perceived rights, safety and property of Lexia, users of our Websites or services, and the public; or 5. with the parent organization, affiliate or subsidiary entities of Lexia to manage the personal information as joint controllers. We may also disclose your personal information to any other third party with your prior consent.

You may sign-up to receive email or newsletter or other marketing communications from us. If you would like to discontinue receiving this

information, you may update your email preferences by using the "Unsubscribe" link found in emails we send to you or at your member profile on our website or by contacting us at privacy@lexialearning.com.

Other than as set out above, you will be notified when personal information about you will be shared with third parties, and you will have an opportunity to choose not to have us share such information.

We also use information in aggregate form (so that no individual user is identified):

- To build up marketing profiles
- To aid strategic development
- To audit usage of the Website

4. Use of Cookies and Other Tracking Devices

We use cookies or similar tracking devices to help personalize your use of our Websites. A cookie is a small piece of information which is sent to your computer's hard drive by the web server so that the website can remember who you are. This information may include information relating to your use of our Websites, information about your computer such as the computer's IP address and browser type, demographic data, Internet service provider (ISP), referring/exit pages, the files viewed on our site (e.g., HTML pages, graphics, etc.), operating system, date/time stamp, and/or clickstream data and, if you arrived at our Website via a link from a third party site, the URL of the linking page. We do not use tracking devices to track your usage of the Internet on other sites not operated by Lexia.

We use cookies and other tracking devices to analyze trends, administer the Website, understand and analyze our users' movements around the Website, and to gather demographic information about our user base as a whole.

We also use information from cookies for purposes, which may include:

- Identifying returning users and registrants
- Enabling users to move more easily around our Websites

- Tracking how our users use of our Websites to better develop our sites in accordance with user requirements
- Building up a demographic profile of our Website users

If you do not want to help us learn how to improve our Websites, products, offers and marketing strategy, you may indicate your preference on the cookies preference center on the Website, and/or you may choose to set your Web browser to not accept certain cookies. Similar preference settings options may be available on your mobile device. You can control the use of certain cookies at the individual browser level, but if you choose to disable cookies, it may limit your use of certain features or functions on our Website or service. Further information on how to prevent cookies from being stored on your computer can be found on http://www.allaboutcookies.org under the 'manage cookies' section. Alternatively, go to the help menu within your Internet browser.

From time to time we may permit third party companies to set cookies on Lexia Websites for purposes which may include market research, revenue tracking or to improve functionality of the site.

From time to time we may permit third party companies to set cookies on Lexia Websites for purposes which may include market research, revenue tracking or to improve functionality of the site.

We may place or recognize technology on your browser or device when you visit our Sites for purposes of serving you targeted advertising (also referred to as "online behavioral advertising"). We also work with third party advertising companies who place their own cookies or similar technology on your browser or device when you visit our Sites and other websites to serve customized advertisements to you as you browse the Internet. As noted above, you can set your device or browser to accept or reject most cookies, or at least notify you in most situations that the technology is offered. As an additional step, these advertising companies may participate in one of the following self-regulatory programs for online behavioral advertising, with corresponding user opt-outs:

- Networking Advertising Initiative (http://www.networkadvertising.org/choices/) (US Only)

- Digital Advertising Alliance (http://www.aboutads.info/choices/) (US Only)
- European Interactive Digital Advertising Alliance (http://www.youronlinechoices.eu/) (EU Only)
- Digital Advertising Alliance – Canada (http://youradchoices.ca/choices) (Canada Only)
- DAA App Choices Mobile App (Mobile Devices Only) – For mobile devices (e.g., smartphone, tablets), you may consider downloading the DAA AppChoices Mobile App to manage such technology.

Please note that even if you reject such technology, you may continue to receive advertisements, but the advertisements will not be tailored to your browsing activities and interests.

5. Security

Lexia has implemented an Information Security Program and security measures designed to help ensure that our users' Personal Information is protected against unauthorized access or use, alteration, unlawful or accidental destruction, or accidental loss. Although we make reasonable efforts to protect your Personal Information from loss, misuse, or alteration by third parties, you should be aware that there is always some risk involved in transmitting information over the Internet. There is also some risk that thieves could find a way to thwart our security systems. If you have any questions about the security of your personal information, you can contact us at privacy@lexialearning.com.

6. Transfer of Personal Information

The Internet is a global environment. Websites, software, services and programs delivered and accessed through the Internet necessarily involve the transmission and processing of personal data, sometimes on an international basis, depending, for example, on where the user is located. When personal information is provided to Lexia through the Websites, the information will be processed from and stored on servers located in the United States and

globally, and by using the Websites, you acknowledge and give Lexia authorization to such transfer, processing and storage.

Lexia has implemented appropriate cross-border transfer solutions, notably in accordance with Article 49 of the General Data Protection Regulation, to provide adequate protection for transfers of certain personal data, including notably from EEA and the UK to the U.S. To the extent permitted or required by applicable law, your use of this site constitutes your consent to the transfer of your personal data to Lexia in the United States.

7. Access to Personal Information & Request Process

Upon request and as provided herein, Lexia will provide you with information about whether we hold any of your personal information. You may access, correct, or request deletion of your personal information by contacting us. We will respond to your request within a reasonable timeframe.

Where required by applicable law, and notably by the **General Data Protection Regulation (GDPR)** for residents of the UK and European Union, you have the right to obtain confirmation of the existence of certain Personal Data relating to you, to verify its content, origin, and accuracy, as well as the right to access, review, port, delete, or to block or withdraw consent to the processing of certain Personal Data (without affecting the lawfulness of processing based on consent before its withdrawal), by contacting us as detailed below. **In particular, you have the right to object to our use of Personal Data for any direct marketing and in certain other situations at any time.** Please note that certain Personal Data may be retained as required or permitted by applicable law.

We may charge the allowable fee under applicable law for provision of this information. We will respond to your request within a reasonable timeframe. Please note that additional information may be required to confirm and enable us to assist with your request. The timeframe to address the request may vary depending on the nature of the request, however, we will endeavor to address the request as promptly as possible, typically within thirty (30) days and as may be required by law.

Notice to California Consumers

If you reside in California, we are required to provide additional information to you about how we use and disclose your information, and you may have additional rights with regard to how we use your information. We have included this California-specific information below.

- **CA Personal Information**. Consistent with Section 2 of this *Lexia Website Properties Privacy Policy*, we collect certain categories and specific pieces of information about individuals that are considered "Personal Information" in California ("**CA Personal Information**"), specifically:
  - *Personal and Other Identifiers or Characteristics*: *such as first name and last name, personal or professional contacting information, mailing address, telephone number, e-mail address, unique personal identifier, IP, device, and online activity information, age, date of birth, gender, demographics, username and password to our Websites or services;*
  - *Commercial Information*: *such as payment details, credit card information and purchase or transaction history.*
  - *Sources*. We may collect certain categories of CA Personal Information from you and other third parties as described in Sections 2 and 4 of this *Lexia Website Properties Privacy Policy*.
- **Use of CA Personal Information**. Consistent with Section 3 of this *Lexia Website Properties Privacy Policy*, we may use CA Personal Information for business or commercial purposes. Please see Section 3 for more details.
- **CA Personal Information Sold or Disclosed For Business Purposes**.
  - In the preceding twelve months, we may have shared CA Personal Information for business purposes, or we may have

"sold" (as defined under CCPA) some categories of CA Personal Information.

- **California Consumer Rights**. Subject to certain exceptions, as a California resident, you may have the following rights to your CA Personal Information: (i) Access. Request access to your CA Personal Information that we collect, use, disclose, or sell; (ii) *Deletion*. Request deletion of your CA Personal Information; and (iii) *CA Personal Information Sold or Disclosed For Business Purposes*. Request information about the CA Personal Information we have "sold" (as defined under CCPA) or disclosed for business purposes within the preceding 12 months. To the extent permitted by applicable law, we may be required to retain some of your CA Personal Information and certain CA Personal Information is strictly necessary in order for us to fulfill the purposes described in this Privacy Policy.

- **Exercising California consumer rights**. If you are a California resident and wish to exercise any of these rights, please: (a) submit your request using our California webform available here; (b) log into your account to make any updates or submit a request; (c) contact us as described in this ***Lexia Website Properties Privacy Policy***, or (d) call the following toll-free number 800-507-2772. When submitting your request, you may be asked to provide certain information, which may include additional proof of identification, so that we can verify your identity and validate the request. We are not responsible for requests that are not sent or submitted properly, or that do not have complete information. Please note that you are limited by law in the number of requests you may submit per year. We will not discriminate against you by offering you different pricing or products, or by providing you with a different level or quality of products, based solely upon you exercising your rights to your CA Personal Information.

- **Do Not Sell My Personal Information**. If we "sell" (as defined by CCPA) your CA Personal Information to a third party, as a California Resident, you have the right to opt-out of the sale of your CA Personal Information. If you wish to exercise this right, please click here, contact us as described in this *Lexia Website Properties Privacy Policy*, or call the following toll-free number 800-507-2772. To the extent that you elect to designate an authorized agent to make a request on your behalf, they must identify that they are contacting us as agent and will be required to provide appropriate documentation including written signed authorization by you, proof of your identity, and verification of their identity; or a valid, designated power of attorney as required under the California Probate Code. We may require additional proof of authority or may need to contact you directly to validate the request. If you are under the age of 16, we will not sell your CA Personal Information without proper consent.

If you have questions or concerns regarding your privacy, please contact us by contacting the Privacy Officer at privacy@lexialearning.com or writing to:

Privacy Officer
Lexia Learning Systems LLC
300 Baker Avenue, Suite 320
Concord Massachusetts 01742
Email: privacy@lexialearning.com
Phone: (978) 405-6200

8. Personal Information – Retention

We may retain your Personal Information for as long as your account is active or as needed to provide you with our services, comply with our legal and regulatory obligations, verify performance, resolve disputes and enforce our rights and agreements.

9. Children Under 13

We do not intentionally collect any information on children under 13 years of age from our Websites. We will undertake to delete any details of such users where a parent, guardian or authorized school official has notified us that any such details have been obtained.

10. Changes to this Policy

This policy is effective as of the date indicated below. We will review and may update this privacy policy from time to time to reflect changes to our privacy practices and in accordance with changes in legislation, best practice or Website enhancements. We will notify you about material changes to this privacy policy by posting the new privacy policy on this page with the "Last Updated" date indicated, by sending a notice to the email address you provided to us, or by placing a prominent notice on our Website.

Last reviewed: February 2, 2022

Last updated and effective as of: February 2, 2022

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

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. Table 2 lists 3rd party service provider data processing solutions we use to support our products and services.

Table 2

Service	Purpose/Function for Lexia Product
SalesForce.com	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
Amazon Web Services	Cloud Database and Hosting Services solution
Google enterprise solutions	Supports general business administration, file management, administrative and functional communications, web and application page traffic, volume, and load balancing, network optimization and reporting, and secure file maintenance and transfer.
Logrocket	Supports customer support through application and system error reporting.
Canvas LMS	Supports the **Lexia® Academy** solution for customer staff professional development services.
Qualtrics	Supports customer staff professional learning and learner engagement.
WebEx	Supports customer staff professional learning remote sessions.
Zoom	Supports customer staff professional learning remote sessions.

Student Data Processing – Lexia

The Lexia products gather various information, some of which includes personally identifiable information, 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 and functionality. The Lexia products include additional functionalities that enable the school designated administrator, at his/her option, to select and input additional specified information fields, in order 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
Instructional Language	Required	Required to support product functionality
Student Middle Initial, Suffix	Optional*	*If selected by School Administrator
Student DOB	Optional*	*If selected by School Administrator
Student Gender	Optional*	*If selected by School Administrator
Student Race Demographics	Optional*	*If selected by School Administrator
Student Program Eligibility	Optional*	*If selected by School Administrator
Free/Reduced Lunch Eligibility	Optional*	*If selected by School Administrator
Economic Disadvantage	Optional*	*If selected by School Administrator
ELL (English Language Learner)	Optional*	*If selected by School Administrator
Title 1 Funds Eligibility	Optional*	*If selected by School Administrator
IDEA Eligibility	Optional*	*If selected by School Administrator
Teacher First and Last Name	Optional*	*If selected by School Administrator
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	Required to support product functionality
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
Lexia Internal user_id or student_id	Automatic	Required to support product functionality
Student API Calls	Automatic	Required to support product functionality

Information may be updated as necessary to maintain accuracy

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 language-learning, literacy and/or assessment 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 and supporting our educational products, services and 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/or upon receipt of written direction from the Education Customer, we will take steps to remove and destroy, or if agreed, return the Student Records in our possession to the Education Customer within a commercially reasonable period of time. Upon completion of the remove 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. For clarity, consistent with applicable law, data or data elements within Student Records generated by use of our products or services that are in aggregate form or that are de-identified or anonymized (i.e., where personally identifiable information and individually identifying attributes that would associate the data or element with an individual student or user have been removed), may be retained and used for benchmarking, development of best practices, improvement or development of our K-12 educational products and services, and/or for educational research and statistical purposes. We will not attempt to re-identify de-identified data and will not authorize others to do so on behalf.

This Student Records Security Plan is effective as of May 22, 2020. 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:

For Lexia Learning LLC: Privacy@lexialearning.com

VER05.22.2020

How does Lexia address accessibility standards?

Literacy can and should be for all.

Lexia is committed to improving literacy for all students through research-proven, technology-based programs. This commitment inspires us to work continuously toward enhancing the accessibility of our products to serve the needs of learners with disabilities.

Lexia is taking concrete steps toward the goal of achieving alignment of our products and services with accessibility standards, including Section 508 and WCAG 2.0 and 2.1 A and AA criteria. Technologies and requirements are continually evolving, and compliance with accessibility standards is an ongoing process—not a simple, static, one-and-done exercise. As with all educational technology services and providers, some criteria in some accessibility standards may not be applicable to or currently supported within all of our educational products and services.

Lexia's internal product design, development, and enhancement process incorporates considerations around accessibility throughout the product life cycle. Our current multi-year product roadmaps for Lexia® Core5® Reading, Lexia® PowerUp Literacy®, and Lexia® English Language Development™ include incremental enhancements to keyboard operability, alternative text for images and other screen reader supports, captioning, color contrast and usage, and more.

Some of our actions to enhance accessibility include:

- Establishment of a Lexia accessibility task force which is responsible for enhancing alignment with accessibility standards.
- Augmentations to existing product review and design roadmaps to amplify focus on accessibility.
- Engagement with respected industry partners to better understand and prioritize development needs.
- Ongoing testing and review of our curriculum products.

Examples of recent accessibility improvements include:

- Adding alternative text for images in Core5, PowerUp, and Lexia English on a rolling basis.
- Enhancing keyboard operability in Core5, PowerUp, and Lexia English on a rolling basis.
- Enhancing usage of color and improved color contrast in Core5, PowerUp, and Lexia English on a rolling basis.
- Removing time limits from Lexia Core5 Reading Passage Fluency activities to support students who need extra time to interact with content.
- Implementing closed captioning for all video content in Lexia PowerUp Literacy.
- Developing and supporting the availability of NIMAS versions of Lexia instructional resources via the NIMAC directory as a way to support schools producing Braille readers, digital audio, or other student-ready formats. These

include Lexia Lessons®, Lexia Skill Builders®, and other instructional materials in Lexia programs.

What improvements can users expect to see next? Lexia will continue to release incremental accessibility updates in Core5, PowerUp, and Lexia English, with the following important areas of active work upcoming:

- broader support for keyboard operability throughout the programs
- other expanded supports for screen readers, such as language of page and page titles
- audio descriptions for prerecorded video content in PowerUp
- improved screen reader support in PDF instructional resources

While we would like to be able to further quantify our goals toward meeting various WCAG 2.0 and 2.1 AA criteria, our products have been thoughtfully designed over many years and deliver research-proven instructional outcomes. So, we are careful in the approach we take as we implement changes and enhancements, to avoid unanticipated negative impacts to our products and functionality, which are used and relied on by our school and district customers nationwide.
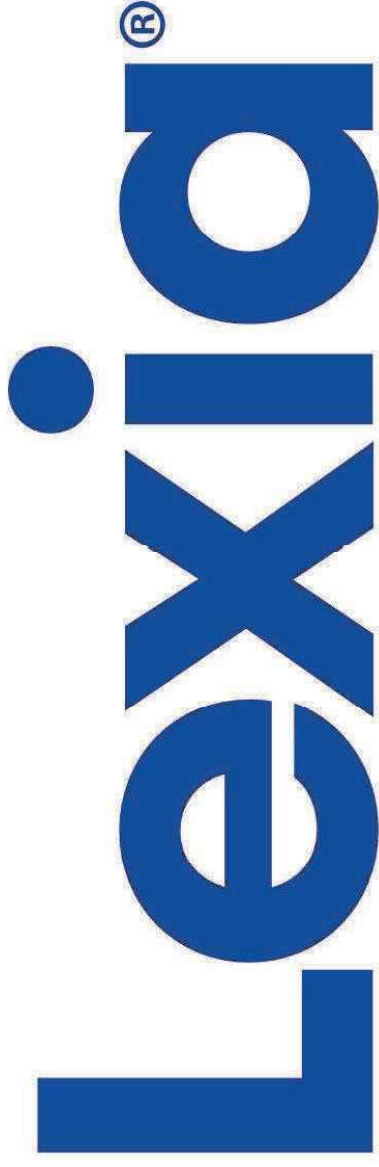
We passionately support the ultimate goal of making all products as accessible as possible, and look forward to sharing more information as additional enhancements and/or new features are implemented.

© 2023 Lexia, a Cambium Learning Group company

Exhibit B

Lexia®

Because Literacy **Can** and **Should** be for ALL

Lexia's comprehensive suite of curriculum and professional development solutions are designed to meet the literacy needs of ALL students and the teachers who support them.

Poudre School District
2024 Programs & Pricing Guide

Customized Quotes Available On Request
Ariel Bobson – Account Executive
845.269.7613 | ariel.bobson@lexialearning.com

Lexia® Core5® Reading is an adaptive blended learning program that **accelerates the development of literacy skills** for K–5th grade students of all abilities, helping them make that critical shift from learning to read to reading to learn. Core5 Reading is approved under The Colorado READ Act as an evidence-based instructional program. Click here to learn more.

Lexia® PowerUp Literacy® accelerates literacy gains for students in grades 6–12 who are at risk of not meeting College- and Career-Ready Standards. Proven to be up to five times as effective as the average middle school reading intervention, PowerUp enables students to make multiple years of growth in a single academic year. Click here to learn more.

Lexia® English Language Development™ is an adaptive blended learning program that **supports Emergent Bilingual students' English language acquisition through academic conversations.** The program integrates speaking, listening, and grammar in the subjects of math, science, social studies, general knowledge, and biographies. Click here to learn more.

Lexia® Success Partnerships combine the power of our solutions with the expertise of our dedicated Customer Success Managers. **Our literacy experts collaborate with your leadership team to set goals that align with your instructional and staff needs,** then partner with you to develop and monitor a customized implementation plan designed to achieve the outcomes you need for both students and educators. We offer Success Partnerships for Core5, PowerUp, and Lexia English. Click here to learn more.

Core5/PowerUp Individual Student Subscription

	1 year	2 years	3 years	4 years	5 years
1-249	$44.00	$84.00	$123.00	$158.00	$198.00
250-499	$39.00	$74.00	$108.00	$140.00	$176.00
500+	$33.00	$63.00	$93.00	$119.00	$149.00

Core5/PowerUp Unlimited School Subscriptions

1 year	2 years	3 years	4 years	5 years
$10,500	$19,950	$29,100	$37,800	$47,250

Core5/PowerUp Unlimited School Subscription with School Success Partnership

1 year	2 years	3 years	4 years	5 years
$13,800	$26,200	$38,310	$49,700	$62,100

Lexia English Individual Student Subscription

	1 year	2 years	3 years	4 years	5 years
1-249	$100.00	$184.80	$255.60	$340.80	$426.00
250-499	$95.00	$175.50	$243.00	$324.00	$405.00
500+	$90.00	$166.80	$229.50	$306.00	$382.50

Lexia English Unlimited School Subscription

1 year	2 years	3 years	4 years	5 years
$12,900	$24,240	$34,830	$46,440	$58,050

Lexia English Unlimited School Subscription with School Success Partnership

1 year	2 years	3 years	4 years	5 years
$14,900	$28,020	$40,230	$53,640	$67,050

Lexia LETRS

The *LETRS*® (Language Essentials for Teachers of Reading and Spelling) Suite is **professional learning that provides educators and administrators with deep knowledge to be literacy and language experts in the science of reading.** *LETRS* teaches the skills needed to master the fundamentals of reading instruction—phonological awareness, phonics, fluency, vocabulary, comprehension, writing, and language. LETRS is approved by the CDE as an Evidence-Based Reading Training and meets the Colorado READ Act training requirement for teachers. Click here to learn more.

Lexia ASPIRE PROFESSIONAL LEARNING

Lexia® Aspire Professional Learning, grounded in the Science of Reading, is a **flexible, self-paced digital solution that empowers educators to accelerate literacy skills among students in grades 4-8,** and high school students reading significantly below grade level. Aspire equips educators with the knowledge and skills they need to apply science-based strategies to classrooms where the focus is on reading to learn. Click here to learn more.

LETRS Literacy Professional Development	Version	Price
LETRS Participant Bundle (Print, License & Online Training) Volume I (Units 1-4)	3rd Edition	$2,524
LETRS Participant Bundle (Print, License & Online Training) Volume II (Units 5-8)	3rd Edition	$2,524
LETRS Participant Bundle (Print, License & Online Training) Early Childhood	Early Childhood	$2,375
LETRS Participant Bundle (Print, License & Online Training) Administrators	Admin	$2,375
Online Course Extension	All	$99

Lexia Aspire Professional Learning – 1 Year License

1 Year Participant License	$600
1 Year Leader License	$600

Exhibit C

Lexia Accessibility Conformance Report

WCAG Edition

(Based on VPAT® Version 2.4Rev)

Name of Product/Version: Lexia® Core5® Reading

Report Date: April 2023

Product Description: Lexia Core5 Reading (Core5) is a technology-based, personalized reading program that provides explicit and systematic learning in six areas of reading instruction and delivers criterion- and norm-referenced performance data without interrupting the flow of instruction. Designed for students in Grades PreK through 5, Core5 provides an adaptive and individualized learning experience that enables students of all abilities to advance their reading skills in the areas of phonological awareness, phonics, structural analysis, fluency, vocabulary, and comprehension. This research-proven approach accelerates reading skill development, predicts students' year-end performance, and provides teachers with data-driven action plans to help differentiate instruction.

Contact Information: accessibility@lexialearning.com

Notes: Lexia Core5 Reading is constantly being developed, updated, and evaluated. Lexia's internal product design, development, and enhancement process incorporates considerations around accessibility throughout the product life cycle. Lexia is committed to continued support of evolving WCAG standards as part of its product roadmaps.

Evaluation Methods Used: Lexia Core5 Reading was evaluated by Lexia and third-party accessibility auditors using assistive technology and tools including JAWS, NVDA, VoiceOver, Color Contrast Analyzer, Chrome Browser, and AXE.

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

Applicable Standards/Guidelines

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

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

Terms

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

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

WCAG 2.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

Criteria	Conformance Level	Remarks and Explanations
1.1.1 Non-text Content (Level A)	Partially Supports	Lexia is actively working to address known issues with alternative text on a rolling basis, releasing updates as they are available. Our design practices promote support for alternative text whenever we publish new content. The application has some non-text content, such as images, that lack a text alternative.
1.2.1 Audio-only and Video-only (Prerecorded) (Level A)	Does not support	The application has some prerecorded audio-only and video-only content without an alternative.
1.2.2 Captions (Prerecorded) (Level A)	Does not support	The application has some prerecorded audio content in synchronized media without an alternative.
1.2.3 Audio Description or Media Alternative (Prerecorded) (Level A)	Partially supports	The application has some instructional animations that include audio that describes.
1.3.1 Info and Relationships (Level A)	Does not support	In some areas of the application, information, structure, and relationships conveyed through presentation cannot be programmatically determined.
1.3.2 Meaningful Sequence (Level A)	Supports	The application content exposed to user agents has a meaningful sequence.
1.3.3 Sensory Characteristics (Level A)	Does not support	The application includes some content where instructions rely solely on sensory characteristics of components such as shape, size, visual location, orientation, or sound.
1.4.1 Use of Color (Level A)	Does not support	The application includes some content where color is used as the only visual means of conveying information, indicating an action, prompting a response, or distinguishing a visual element.
1.4.2 Audio Control (Level A)	Partially supports	The application has a mechanism to control audio volume independently from the overall system volume level except in some non-instructional areas such as animations that introduce a new level.
2.1.1 Keyboard (Level A)	Does not support	Lexia has begun to make meaningful changes to enhance keyboard operability throughout the application, releasing updates on a rolling basis with the goal of supporting this

Criteria	Conformance Level	Remarks and Explanations
		criterion. Enhanced areas so far include: login sequence, all multiple choice activities. The application currently cannot be operated exclusively via a keyboard interface.
2.1.2 No Keyboard Trap (Level A)	Supports	The application does not have keyboard traps.
2.1.4 Character Key Shortcuts (Level A 2.1 only)	Supports	The application does not use character key shortcuts.
2.2.1 Timing Adjustable (Level A)	Partially supports	1 – The application does not include time limits with the exception of once-daily warmup activities, where there is no penalty for the number of correct or incorrect responses in the time provided. 2 – The application has a session timeout that can be extended by the user when prompted.
2.2.2 Pause, Stop, Hide (Level A)	Partially supports	The application supports pause, stop, hide with some exceptions, such as once-daily warmup activities and Sight Words activities.
2.3.1 Three Flashes or Below Threshold (Level A)	Supports	The application does not include content that flashes more than three (3) times per second.
2.4.1 Bypass Blocks (Level A)	Supports	The application does not have blocks of content that are repeated on multiple web pages. While there are blocks that may look similar, there is some page-specific content within them.
2.4.2 Page Titled (Level A)	Does not support	The application includes some pages without titles that describe the topic or purpose of the page.
2.4.3 Focus Order (Level A)	Supports	The application's focusable components receive focus in an order that preserves meaning and operability.
2.4.4 Link Purpose (In Context) (Level A)	Supports	The purpose of links in the application can be understood.
2.5.1 Pointer Gestures (Level A 2.1 only)	Supports	The application does not include multipoint or path-based gestures for operation.
2.5.2 Pointer Cancellation (Level A 2.1 only)	Supports	The application allows users to cancel pointer interactions except where completing the function on the down event is essential. Pointer events are cancellable by releasing the pointer outside the drop target area.
2.5.3 Label in Name (Level A 2.1 only)	Does not support	In some areas of the application, words that visually label a component are not also associated with the component programmatically.

Criteria	Conformance Level	Remarks and Explanations
2.5.4 Motion Actuation (Level A 2.1 only)	Supports	The application does not use motion actuation for user interaction.
3.1.1 Language of Page (Level A)	Supports	The application specifies the document language in the HTML markup.
3.2.1 On Focus (Level A)	Supports	When an application component receives focus, it does not initiate a change of context.
3.2.2 On Input (Level A)	Partially supports	The application changes context upon user interaction with some components.
3.3.1 Error Identification (Level A)	Does not support	In some areas of the application, if an input error is detected, the error is not described to the user in text.
3.3.2 Labels or Instructions (Level A)	Does not support	In some areas of the application, labels or instructions are not provided for user inputs.
4.1.1 Parsing (Level A)	Supports	The application provides start and end tags, is nested appropriately, does not contain duplicate attributes, and has unique IDs.
4.1.2 Name, Role, Value (Level A)	Does not support	The application does not always provide appropriate names, roles, and values for interactive elements.

Table 2: Success Criteria, Level AA

Criteria	Conformance Level	Remarks and Explanations
1.2.4 Captions (Live) (Level AA)	Supports	The application does not contain live synchronized media.
1.2.5 Audio Description (Prerecorded) (Level AA)	Partially supports	The application contains some prerecorded content in synchronized media that does not have audio description.
1.3.4 Orientation (Level AA 2.1 only)	Browser: Supports; iPad: Does Not Support	The application uses landscape display orientation to provide a consistent, predictable layout for school-age learners. On browser the window can be resized and repositioned.
1.3.5 Identify Input Purpose (Level AA 2.1 only)	Supports	The login screen contains the only user-oriented fields within the application. To ensure students are logging in with their unique username and password, autocomplete is not available on our login form.

Criterion	Conformance Level	Remarks and Explanations
1.4.3 Contrast (Minimum) (Level AA)	Does Not Support	Lexia has begun to make meaningful changes to enhance contrast throughout the application, releasing updates on a rolling basis with the goal of supporting this criterion. Enhanced areas so far include: program animations, warmups, student dashboard, educator mode, and settings. In some areas of the application, color contrast does not meet the specified minimum.
1.4.4 Resize text (Level AA)	Does Not Support	The application does not support the resizing of text without assistive technology up to 200 percent without loss of content or functionality.
1.4.5 Images of Text (Level AA)	Does Not Support	The application includes some images of text.
1.4.10 Reflow (Level AA 2.1 only)	Does Not Support	The application window can be resized larger to make content bigger, but text does not reflow when zooming. Scrolling is necessary in only one direction.
1.4.11 Non-text Contrast (Level AA 2.1 only)	Does Not Support	The application contains some UI components and graphical objects that do not meet the specified minimum color contrast.
1.4.12 Text Spacing (Level AA 2.1 only)	Supports	Content in the application is readable and operable when text spacing is altered by users.
1.4.13 Content on Hover or Focus (Level AA 2.1 only)	Supports	Content in the application that appears on pointer hover or keyboard focus is dismissible, hoverable, and persistent.
2.4.5 Multiple Ways (Level AA)	Supports	The application includes a series of user actions where each action is required in order to complete an activity.
2.4.6 Headings and Labels (Level AA)	Does Not Support	In some areas of the application, headings and labels are not provided to describe topic or purpose for assistive technology.
2.4.7 Focus Visible (Level AA)	Does Not Support	Lexia has begun to make meaningful changes to enhance focus indicators throughout the application, releasing updates on a rolling basis with the goal of supporting this criterion. In some areas of the application, focus indicators are not always visible for interactive elements.

3.1.2 Language of Parts (Level AA)	Does Not Support	The application content includes some words or phrases in a language other than the main language of the page that have not yet been tagged as such.
3.2.3 Consistent Navigation (Level AA)	Supports	The application provides clear and consistent navigation across pages.
3.2.4 Consistent Identification (Level AA)	Supports	The application consistently identifies components with the same functionality.
3.3.3 Error Suggestion (Level AA)	Supports	The application provides suggestions for resolving input errors except where it would jeopardize the security or purpose of the content.
3.3.4 Error Prevention (Legal, Financial, Data) (Level AA)	Supports	The application does not contain web pages that can cause legal commitments or financial transactions to occur. A mechanism is available for educators to reset student data, if needed.
4.1.3 Status Messages (Level AA 2.1 only)	Does Not Support	The application does not provide status messages that can be presented to the user of assistive technologies without receiving focus.

Legal Disclaimer

Statements contained in this document are based on current expectations, estimates, projections, opinions and beliefs of the Company. Actual results or outcomes may differ materially from those reflected or contemplated herein and are subject to known and unknown risks, uncertainties and other factors. No representation or warranty is given in respect of the information contained herein and the Company is under no obligation to (and expressly disclaims any obligation to) update any of the information provided in this document. There can be no assurance that the Company will undertake any of the transactions presented herein.