**THIRD AMENDMENT TO SOFTWARE SERVICES AGREEMENT
BETWEEN AMIRA LEARNING, INC.
AND POUDRE SCHOOL DISTRICT R-1**

This Third Amendment ("Amendment") dated the April 8,2025 ("Effective Date"), is attached to and forms part of the Software Services Agreement between Poudre School District R-1 (the "District") and Amira Learning, Inc. (the "Contractor"), executed May 2, 2022, the First Amendment to the contract executed December 13, 2023 and the Second Amendment to the contract executed March 7, 2024, each of which are attached and made part of this Third Amendment. To the extent that any of the terms or conditions contained in this Third Amendment may contradict with any of the terms or conditions of the attached Software Services Agreement, the First Amendment or the Second Amendment ("Agreement"), it is expressly understood and agreed that the terms of this Amendment shall take precedence and supersede the attached Agreement. The parties agree to amend the Contract by adding the following language:

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

2. **Term of Agreement.**

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

3. Entity **Name Change.**

   3.1. Effective June, 2024, Istation is a 100% wholly owned subsidiary of Amira Learning, Inc., as identified in the attached Exhibit E, a copy of which is attached and hereby made part of this Third Amendment.

   3.2. Effective as of April 8, 2025, Amira Learning, Inc. shall be further responsible for all terms and conditions as the Contractor of this Agreement and subsequent Amendments, including this Third Amendment.

4. **Special Provisions.**

   4.1. Exhibit A is deleted hereby in its entirety.

   4.2. Replace Exhibit A with Contractor's Poudre School District Student Data Information Request form and Amira Learning, Inc. Student Data Information Support email, hereby attached to this Third Amendment and made part of this Agreement.

   4.3. Exhibit B is deleted hereby in its entirety.

4.4. Replace Exhibit B with Contractor's Poudre School District Student Data Information Request form with pricing, hereby attached to this Third Amendment and made part of this Agreement.

4.5. Exhibit C is deleted hereby in its entirety.

4.6. Replace Exhibit C with Contractor's Istation Digital Instruction Accessibility Conformance Report VPAT Version 2.4, hereby attached to this Third Amendment and made part of this Agreement.

4.7. Section 10 is deleted hereby in its entirety.

4.8. Add Exhibit D with Poudre School District Tech Services with PII Insurance Coverage, hereby attached to this Third Amendment and made part of this Agreement.

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

5. **General Provisions.**

   5.1. **Entire Agreement.** The original Agreement, the First Amendment, Second Amendment and this Third Amendment constitute 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.

   THE REMAINDER OF THIS AGREEMENT WAS INTENTIONALLY LEFT BLANK

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

AMIRA LEARNING, INC.   POUDRE SCHOOL DISTRICT R-1

By: *Monika Flood*   By: Dave Montoya (Apr 17, 2025 14:47 MDT)

Monika Flood   R. David Montoya
Chief Financial Officer   Chief Finance Officer/
                                           Chief Operations Officer

                                           By: Julie Chaplain (Apr 17, 2025 13:16 MDT)

                                           Julie Chaplain, PhD
                                           Assistant Superintendent

Attachment 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.*

Istation offers educational software and assessments to help students improve their knowledge and skills in subjects such as Reading, Math, Spanish, and US and Texas History. Our software and assessments are also design to assist educators to pinpoint areas within each subject where a student needs assistance.

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

Please review the list of student data collected in the table below.

Student	Teacher	Admin	Meta Data
Student's first/last name	Teacher's first/last name	Campus Code	Date/time of session
Gender	Teacher's email address		IP address of login
Race/ ethnicity	classroom instr. type		History of user activity
Age/ Birthdate	District-assigned grade		Program Results
Disability Condition			

Student	Teacher	Admin	Meta Data
Economically Disadvantaged			
Special Ed. Status			
English Proficiency			
Disability Condition			
Gifted/Talented			
Unhoused			
Migrant			
State Student Date			

3. What is the purpose of collecting student data?

To offer school districts comprehensive reports. This data allows educators and administrators to gain valuable insights into how students are performing in specific subject matters. By analyzing this information, school districts can identify areas of improvement, tailor teaching strategies to individual needs, and implement targeted interventions to support student learning.

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

Amazon AWS (AWS.AMAZON.COM)
Clever (clever.com)
Oneroster (oneroster.com)

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

Web Hosting (Amazon AWS) and Class Rostering (Clever and Oneroster)

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

Pricing:

Amira Assess Student License: $7.50
Amira Instruct Student License: $12.50
Amira Tutor Student License: $15.00

Amira Reading Suite: $35.00

Irish Elementary has a current campus license with Istation and will have a separate agreement.

- Name and email for contract notices

Rebecca Augustine rebecca.augustine@amiralearning.com

- Name and title of person who will sign the contract

  Rebecca Augustine Regional Vice President of Sales

- Does the system allow integration for rostering?

  ⦿ Yes   ◯ No

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

  Clever and OneRoster

From:	istation Support Services
To:	Brown, Kristina - ITC
Cc:	kathleen.rief@istation.com; Software
Subject:	Istation Support: Welcome to Istation. Your role is key in getting started. [ref:!00D4007wOF.!500Ub0O0gw0:ref]
Date:	Thursday, March 13, 2025 10:15:54 AM
Attachments:	image002.png
	image003.png

Good morning Kristina,

Thank you for reaching out to the Amira Learning Support Team! My name is Calvin, and I'm here to assist you with your request.

Istation collects various student demographic data through **import processes** that schools can use to manage their data within the system. The requested data elements include **optional fields** such as **special education status, economically disadvantaged status, disability condition, migrant status, and homelessness information**. These fields are **not required** and are only included to allow for **more detailed reporting and analysis** if schools choose to provide them.

It's important to note that **the collection and sharing of this data adhere to the district's preferences and policies**. If your institution chooses not to provide this information, these optional fields do not need to be filled.

For more details on data import processes, you can refer to the following resource:
Import Job Types – Istation Help Center

Please let me know if you have any further questions!

Screenshot 2024-10-07 at 11.49.20?PM

Sincerely,

Calvin Xu
Phone: 214-237-9300
Email: support@istation.com
AmiraLearning.com

--------------- Original Message ---------------
From: Brown, Kristina - ITC [krbrown@psdschools.org]
Sent: 3/12/2025 5:38 PM
To: accounts@istation.com
Cc: kathleen.rief@istation.com; software@psdschools.org
Subject: RE: Welcome to Istation. Your role is key in getting started.

Hi Kathleen,

Thank you for sending the information over regarding Istation for our contract renewals. I'm wondering if you can help me understand the Data elements you entered on the Student Data Information Request form?

There is some sensitive data that you are requesting, and I wonder if you are asking us to share this information and/or if you are also collecting this information from schools/students? For example: Disability Condition, Economically Disadvantaged, Special Ed. Status, Migrant, Unhoused, etc…

Thank you for helping me to clarify this information for our team. I look forward to hearing from you.

Best Regards,

Kristina

From: Istation Accounts <accounts@istation.com>
Sent: Thursday, March 6, 2025 10:41 AM
To: Mozer, Lindsey - IRI <limozer@psdschools.org>; Brown, Kristina - ITC <krbrown@psdschools.org>
Cc: kathleen.rief@istation.com
Subject: Welcome to Istation. Your role is key in getting started.

Caution: This message was sent from outside of Poudre School District. Be sure you trust the sender before clicking links or opening attachments.

Thank you for choosing Istation! Your subscription is now active, and below, you'll find a list of campuses and subscriptions for your reference.

- **Istation Lectura**

Step 1: Please review these contacts to ensure a smooth implementation. Contact our [Support team](#) if you would like to make changes to your organization's Contacts.

- **Primary Implementation Contact: Lindsey Mozer**
  Ensures teachers, principals, and anyone designated at the school level is prepared to use Istation.
- **Technology Contact: Kristina Brown**
  Confirms the district and/or school technology is compatible with Istation's technical requirements.
- **Data Contact: Kristina Brown**
  Assists with rostering and uploads teacher and student data to Istation.

Step 2: Once your Contacts are confirmed, please review your campus and subscription details.

Campus Name	Istation Lectura
Irish Elementary School	✔

- **Student Start Date**: 7/1/2024 12:00:00 AM *
- **Student End Date**: 7/1/2025 12:00:00 AM

Note: Admins and educators will have immediate access to accounts after they complete the steps in this email.

Step 3: Click the button below to get started and complete the

setup process in Istation. Additionally, Istation supports the use of additional demographics during the rostering process to enhance user data management.

Users new to Istation have received an email with their login credentials. Contact our [Support team](#) if login assistance is needed!

Get Started

ref:!00D4007wOF.!500Ub0O0gw0:ref

Attachment B

STUDENT DATA INFORMATION REQUEST FOR SOFTWARE SERVICES

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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.
   - *x* *Descriptions should not include wording such as "most used" or "used by X number of schools."* *x* *Service descriptions should be detailed and free of sales language so it's clear what's being purchased.*

Istation offers educational software and assessments to help students improve their knowledge and skills in subjects such as Reading, Math, Spanish, and US and Texas History. Our software and assessments are also design to assist educators to pinpoint areas within each subject where a student needs assistance.

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Race/ ethnicity	classroom instr. type		History of user activity
Age/ Birthdate	District-assigned grade		Program Results
Disability Condition			

Student	Teacher	Admin	Meta Data
Economically Disadvantaged			
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English Proficiency			
Disability Condition			
Gifted/Talented			
Unhoused			
Migrant			
State Student Date			

3. What is the purpose of collecting student data?

To offer school districts comprehensive reports. This data allows educators and administrators to gain valuable insights into how students are performing in specific subject matters. By analyzing this information, school districts can identify areas of improvement, tailor teaching strategies to individual needs, and implement targeted interventions to support student learning.

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.*

Amazon AWS (AWS.AMAZON.COM)
Clever (clever.com)
Oneroster (oneroster.com)

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

Web Hosting (Amazon AWS) and Class Rostering (Clever and Oneroster)

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

   Pricing:

   Amira Assess Student License: $7.50
   Amira Instruct Student License: $12.50
   Amira Tutor Student License: $15.00

   Amira Reading Suite: $35.00

   Irish Elementary has a current campus license with Istation and will have a separate agreement.

- Name and email for contract notices

Rebecca Augustine rebecca.augustine@amiralearning.com

- Name and title of person who will sign the contract

  Rebecca Augustine Regional Vice President of Sales

- Does the system allow integration for rostering?

  ⦿ Yes ◯ No

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

  Clever and OneRoster

Attachment C

Istation Accessibility Conformance Report

Revised Section 508 Edition

(Based on VPAT® Version 2.4)

Name of Product/Version: Istation Digital Instruction

Report Date: February 2024

Product Description: Digital instruction products for reading, math, and Spanish literacy. Products are listed in the tables below as Elementary Reading (prekindergarten through grade 5), Middle School Reading (grades 6-8), Math (prekindergarten through grade 5), and Español (prekindergarten through grade 5).

Contact Information: accessibility@istation.com

Notes:

Evaluation Methods Used: Subject matter experts within Istation have evaluated each product against Section 508 standards and WCAG 2.0 Level AA.

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)
Revised Section 508 standards published January 18, 2017 and corrected January 22, 2018	(Yes)

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 2.0 Report

Tables 1 and 2 also document conformance with Revised Section 508:

- Chapter 5 – 501.1 Scope, 504.2 Content Creation or Editing
- Chapter 6 – 602.3 Electronic Support Documentation

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

Table 1: Success Criteria, Level A

Notes:

Criteria	Conformance Level	Remarks and Explanations
1.1.1 Non-Text Content (Level A) Also applies to: Revised Section 508 • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs)	**Elementary Reading:** Does Not Support **Middle School Reading:** Does Not Support **Math:** Does Not Support **Español:** Does Not Support	Alternative text is currently on the product backlog for future implementation.
1.2.1 Audio-Only and Video-Only (Prerecorded) (Level A) Also applies to: Revised Section 508 • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs)	**Elementary Reading:** Does Not Support **Middle School Reading:** Does Not Support **Math:** Does Not Support **Español:** Does Not Support	Research is in progress for future implementation of alternatives for audio-only and video-only content.
1.2.2 Captions (Prerecorded) (Level A) Also applies to: Revised Section 508 • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs)	**Elementary Reading:** Does Not Support **Middle School Reading:** Supports **Math:** Does Not Support **Español:** Does Not Support	**Elementary Reading:** Product teams are currently developing a captions system to be implemented in the near future for new content. **Middle School Reading:** Captions are provided and may be activated by an administrator. **Math:** Product teams are currently developing a captions system for new content to be implemented in the near future. **Español:** Product teams are currently developing a captions system to be implemented in the near

Criteria	Conformance Level	Remarks and Explanations
		future for new content.
1.2.3 Audio Description or Media Alternative (Prerecorded) (Level A) Also applies to: Revised Section 508 • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs)	**Elementary Reading:** Does Not Support **Middle School Reading:** Does Not Support **Math:** Does Not Support **Español:** Does Not Support	Research into audio description resources and media alternatives is currently in progress for all programs.
1.3.1 Info and Relationships (Level A) Also applies to: Revised Section 508 • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs)	**Elementary Reading:** Partially Supports **Middle School Reading:** Partially Supports **Math:** Partially Supports **Español:** Partially Supports	Within each product, some info and relationships are available in text, but not consistently. Development is in progress for system updates that allow this information to be programmatically determined.
1.3.2 Meaningful Sequence (Level A) Also applies to: Revised Section 508 • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs)	**Elementary Reading:** Does Not Support **Middle School Reading:** Does Not Support **Math:** Does Not Support **Español:** Does Not Support	Development is in progress for system updates that allow a meaningful sequence to be programmatically determined.
1.3.3 Sensory Characteristics (Level A) Also applies to: Revised Section 508 • 501 (Web)(Software) • 504.2 (Authoring Tool)	**Elementary Reading:** Partially Supports **Middle School Reading:** Partially Supports	Development teams are actively working to remediate this issue, and new content is thoroughly tested to ensure that instructions do not rely solely on sensory characteristics. However, this may occur occasionally in some existing content. Plans to replace this content are in active

Criteria	Conformance Level	Remarks and Explanations
• 602.3 (Support Docs)	**Math:** Partially Supports **Español:** Partially Supports	development.
1.4.1 Use of Color (Level A) Also applies to: Revised Section 508 • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs)	**Elementary Reading:** Partially Supports **Middle School Reading:** Partially Supports **Math:** Partially Supports **Español:** Partially Supports	Development teams are actively working to remediate this issue, and new content is thoroughly tested to ensure that color is not used as the only visual means of conveying information. However, this may occur occasionally in some existing content. Plans to replace this content are in active development.
1.4.2 Audio Control (Level A) Also applies to: Revised Section 508 • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs)	**Elementary Reading:** Does Not Support **Middle School Reading:** Does Not Support **Math:** Does Not Support **Español:** Does Not Support	Product teams are currently developing and updating audio features to give users more control.
2.1.1 Keyboard (Level A) Also applies to: Revised Section 508 • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs)	**Elementary Reading:** Does Not Support **Middle School Reading:** Does Not Support **Math:** Does Not Support **Español:** Does Not Support	Keyboard navigation is currently in development for implementation in the near future.
2.1.2 No Keyboard Trap (Level A) Also applies to: Revised Section 508 • 501 (Web)(Software)	**Elementary Reading:** Does Not Support **Middle School Reading:**	Keyboard navigation is currently in development for implementation in the near future.

Criteria	Conformance Level	Remarks and Explanations
• 504.2 (Authoring Tool) • 602.3 (Support Docs)	Does Not Support **Math:** Does Not Support **Español:** Does Not Support	
2.2.1 Timing Adjustable (Level A) Also applies to: Revised Section 508 • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs)	**Elementary Reading:** Does Not Support **Middle School Reading:** Does Not Support **Math:** Does Not Support **Español:** Does Not Support	Some student activities may be timed, though product teams are currently researching and developing methods for allowing users to adjust these timers when they are not essential to the activity's purpose.
2.2.2 Pause, Stop, Hide (Level A) Also applies to: Revised Section 508 • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs)	**Elementary Reading:** Does Not Support **Middle School Reading:** Does Not Support **Math:** Does Not Support **Español:** Does Not Support	Users cannot currently control automatically moving, blinking, or scrolling information. However, product teams are researching and developing methods to give users more control and keep automatic motion to a minimum.
2.3.1 Three Flashes or Below Threshold (Level A) Also applies to: Revised Section 508 • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs)	**Elementary Reading:** Partially Supports **Middle School Reading:** Supports **Math:** Partially Supports **Español:** Partially Supports	**Elementary Reading:** Any flashing content is minimal, though some issues may exist in some activities. Product teams are working to remediate this. **Middle School Reading:** The middle school reading product does not have flashing content. **Math:** Any flashing content is minimal, though some issues may exist in some activities. Product teams are working to remediate this.

Criteria	Conformance Level	Remarks and Explanations
		Español: Any flashing content is minimal, though some issues may exist in some activities. Product teams are working to remediate this.
2.4.1 Bypass Blocks (Level A) Also applies to: Revised Section 508 • 501 (Web)(Software) – Does not apply to non-web software • 504.2 (Authoring Tool) • 602.3 (Support Docs) – Does not apply to non-web docs	**Elementary Reading:** Does Not Support **Middle School Reading:** Does Not Support **Math:** Does Not Support **Español:** Does Not Support	While efforts have been made to greatly reduce unnecessary repetitive blocks of information, some instances may still occur, and users are currently unable to bypass this information.
2.4.2 Page Titled (Level A) Also applies to: Revised Section 508 • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs)	**Elementary Reading:** Partially Supports **Middle School Reading:** Partially Supports **Math:** Partially Supports **Español:** Partially Supports	Many new student activities are titled, but existing content may not be consistent. Scenes within the activity may not be individually titled.
2.4.3 Focus Order (Level A) Also applies to: Revised Section 508 • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs)	**Elementary Reading:** Does Not Support **Middle School Reading:** Does Not Support **Math:** Does Not Support **Español:** Does Not Support	Keyboard navigation, including focusable components, is currently in development for implementation in the near future.
2.4.4 Link Purpose (In Context) (Level A) Also applies to: Revised Section 508 • 501 (Web)(Software)	**Elementary Reading:** Not applicable **Middle School Reading:**	Student activities do not include hyperlinks.

Criteria	Conformance Level	Remarks and Explanations
• 504.2 (Authoring Tool) • 602.3 (Support Docs)	Not applicable **Math:** Not applicable **Español:** Not applicable	
3.1.1 Language of Page (Level A) Also applies to: Revised Section 508 • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs)	**Elementary Reading:** Does Not Support **Middle School Reading:** Does Not Support **Math:** Does Not Support **Español:** Does Not Support	Products do not currently indicate the default language.
3.2.1 On Focus (Level A) Also applies to: Revised Section 508 • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs)	**Elementary Reading:** Supports **Middle School Reading:** Supports **Math:** Supports **Español:** Supports	In all products, when user interface components receive focus, they do not initiate a change of context.
3.2.2 On Input (Level A) Also applies to: Revised Section 508 • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs)	**Elementary Reading:** Supports **Middle School Reading:** Supports **Math:** Supports **Español:** Supports	Context does not change automatically as a result of changing the settings of an interface component.
3.3.1 Error Identification (Level A) Also applies to: Revised Section 508 • 501 (Web)(Software) • 504.2 (Authoring Tool)	**Elementary Reading:** Not applicable **Middle School Reading:**	No form fields or similar input types are required within the content.

Criteria	Conformance Level	Remarks and Explanations
• 602.3 (Support Docs)	Not applicable **Math:** Not applicable **Español:** Not applicable	
3.3.2 Labels or Instructions (Level A) Also applies to: Revised Section 508 • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs)	**Elementary Reading:** Supports **Middle School Reading:** Supports **Math:** Supports **Español:** Supports	All types of user input are explained through instructions, modeling, and labeling.
4.1.1 Parsing (Level A) Also applies to: Revised Section 508 • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs)	**Elementary Reading:** Does Not Support **Middle School Reading:** Does Not Support **Math:** Does Not Support **Español:** Does Not Support	Product teams are currently working to tag elements and components with attributes for future compatibility with assistive technology.
4.1.2 Name, Role, Value (Level A) Also applies to: Revised Section 508 • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs)	**Elementary Reading:** Does Not Support **Middle School Reading:** Does Not Support **Math:** Does Not Support **Español:** Does Not Support	Product teams are currently working to tag elements and components with this information for future compatibility with assistive technology.

Table 2: Success Criteria, Level AA

Notes:

Criteria	Conformance Level	Remarks and Explanations
1.2.4 Captions (Live) (Level AA) Also applies to: Revised Section 508 • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs)	**Elementary Reading:** Not applicable **Middle School Reading:** Not applicable **Math:** Not applicable **Español:** Not applicable	No live content appears within these products.
1.2.5 Audio Description (Prerecorded) (Level AA) Also applies to: Revised Section 508 • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs)	**Elementary Reading:** Does Not Support **Middle School Reading:** Does Not Support **Math:** Does Not Support **Español:** Does Not Support	Audio description is currently on the product backlog for future implementation.
1.4.3 Contrast (Minimum) (Level AA) Also applies to: Revised Section 508 • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs)	**Elementary Reading:** Partially Supports **Middle School Reading:** Partially Supports **Math:** Partially Supports **Español:** Partially Supports	Development teams test all new text and images for the minimum contrast requirements. However, some existing content may not meet the requirement. Teams are actively working to remediate and replace this content.
1.4.4 Resize text (Level AA) Also applies to: Revised Section 508 • 501 (Web)(Software)	**Elementary Reading:** Partially Supports **Middle School Reading:**	Users may adjust the device magnification settings to increase the screen size, including text, to 200%. There may be limitations on some devices or when attempting to use keyboard navigation to

Criteria	Conformance Level	Remarks and Explanations
• 504.2 (Authoring Tool) • 602.3 (Support Docs)	Partially Supports **Math:** Partially Supports **Español:** Partially Supports	track the content on the screen.
1.4.5 Images of Text (Level AA) Also applies to: Revised Section 508 • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs)	**Elementary Reading:** Partially Supports **Middle School Reading:** Partially Supports **Math:** Partially Supports **Español:** Partially Supports	Development teams have put processes in place to ensure there are no images of text within new content. However, some existing content may still contain images of text. Teams are working to remediate or replace such content as it is located.
2.4.5 Multiple Ways (Level AA) Also applies to: Revised Section 508 • 501 (Web)(Software) – Does not apply to non-web software • 504.2 (Authoring Tool) • 602.3 (Support Docs) – Does not apply to non-web docs	**Elementary Reading:** Does Not Support **Middle School Reading:** Does Not Support **Math:** Does Not Support **Español:** Does Not Support	In most content, users are placed within a learning path that automatically moves the user from scene to scene. Development teams are currently building new systems to provide users with a choice in selecting content, which may provide multiple ways to access it.
2.4.6 Headings and Labels (Level AA) Also applies to: Revised Section 508 • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs)	**Elementary Reading:** Partially Supports **Middle School Reading:** Partially Supports **Math:** Partially Supports **Español:** Partially Supports	Headings and labels may be inconsistently applied, though development teams have implemented processes to better organize information and provide clear descriptions to the users.

Criteria	Conformance Level	Remarks and Explanations
2.4.7 Focus Visible (Level AA) Also applies to: Revised Section 508 • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs)	**Elementary Reading:** Does Not Support **Middle School Reading:** Does Not Support **Math:** Does Not Support **Español:** Does Not Support	Keyboard navigation, including a visible focus indicator, is currently in development for implementation in the near future.
3.1.2 Language of Parts (Level AA) Also applies to: Revised Section 508 • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs)	**Elementary Reading:** Does Not Support **Middle School Reading:** Does Not Support **Math:** Does Not Support **Español:** Does Not Support	Products do not currently indicate the default language of each passage or phrase in the content.
3.2.3 Consistent Navigation (Level AA) Also applies to: Revised Section 508 • 501 (Web)(Software) – Does not apply to non-web software • 504.2 (Authoring Tool) • 602.3 (Support Docs) – Does not apply to non-web docs	**Elementary Reading:** Supports **Middle School Reading:** Supports **Math:** Partially Supports **Español:** Supports	**Elementary Reading:** Navigation is consistent within sets of similar interfaces and activities. **Middle School Reading:** Navigation is consistent within sets of similar interfaces and activities. **Math:** Navigation is not always consistent within sets of similar interfaces and activities, though development teams are working to create better consistency. **Español:** Navigation is consistent within sets of similar interfaces and activities.
3.2.4 Consistent Identification (Level AA) Also applies to: Revised Section 508 • 501 (Web)(Software) – Does not apply to non-web	**Elementary Reading:** Partially Supports **Middle School Reading:**	**Elementary Reading:** Processes are being developed to consistently identify similar components in new content. However, some existing content may not have consistent

Criteria	Conformance Level	Remarks and Explanations
software • 504.2 (Authoring Tool) • 602.3 (Support Docs) – Does not apply to non-web docs	Supports **Math:** Partially Supports **Español:** Partially Supports	identification. **Middle School Reading:** Similar components are identified consistently throughout the product. **Math:** Processes are being developed to consistently identify similar components in new content. However, some existing content may not have consistent identification. **Español:** Processes are being developed to consistently identify similar components in new content. However, some existing content may not have consistent identification.
3.3.3 Error Suggestion (Level AA) Also applies to: Revised Section 508 • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs)	**Elementary Reading:** Not applicable **Middle School Reading:** Not applicable **Math:** Not applicable **Español:** Not applicable	No form fields or similar input types are required within the content.
3.3.4 Error Prevention (Legal, Financial, Data) (Level AA) Also applies to: Revised Section 508 • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs)	**Elementary Reading:** Not applicable **Middle School Reading:** Not applicable **Math:** Not applicable **Español:** Not applicable	No legal commitments or financial transactions are required in the content.

Revised Section 508 Report

Notes:

Chapter 3: Functional Performance Criteria (FPC)

Notes:

Criteria	Conformance Level	Remarks and Explanations
302.1 Without Vision	**Elementary Reading:** Does Not Support **Middle School Reading:** Does Not Support **Math:** Does Not Support **Español:** Does Not Support	Development teams are currently researching and building new methods for users with no vision to operate the products.
302.2 With Limited Vision	**Elementary Reading:** Partially Supports **Middle School Reading:** Partially Supports **Math:** Partially Supports **Español:** Partially Supports	Development teams are currently working to improve and expand modes of operation for users with low vision.
302.3 Without Perception of Color	**Elementary Reading:** Partially Supports **Middle School Reading:** Partially Supports **Math:** Partially Supports	In most instances, users are not required to perceive color to operate the interface. However, some existing content may cause limitations, and development teams are working to remediate or replace this content.

Criteria	Conformance Level	Remarks and Explanations
302.4 Without Hearing	**Español:** Partially Supports **Elementary Reading:** Partially Supports **Middle School Reading:** Partially Supports **Math:** Partially Supports **Español:** Partially Supports	A few instances may require user hearing to participate in the activities. However, the middle school reading content provides captions where appropriate and other products are soon to follow. In addition, development teams are working to remove this requirement where it is not educationally required.
302.5 With Limited Hearing	**Elementary Reading:** Partially Supports **Middle School Reading:** Partially Supports **Math:** Partially Supports **Español:** Partially Supports	A few instances may require user hearing to participate in the activities. However, the middle school reading content provides captions where appropriate and other products are soon to follow. In addition, development teams are working to remove this requirement where it is not educationally required and improve features such as volume control.
302.6 Without Speech	**Elementary Reading:** Supports **Middle School Reading:** Supports **Math:** Supports **Español:** Supports	Users are not required to use speech for input.
302.7 With Limited Manipulation	**Elementary Reading:** Partially Supports **Middle School Reading:** Partially Supports	In some instances, users are required to use fine motor control to complete an activity. However, teams are developing alternatives and will continue to remediate content where possible and educationally appropriate.

Criteria	Conformance Level	Remarks and Explanations
302.8 With Limited Reach and Strength	**Math:** Partially Supports **Español:** Partially Supports **Elementary Reading:** Partially Supports **Middle School Reading:** Partially Supports **Math:** Partially Supports **Español:** Partially Supports	Users are rarely required to use a manual mode of operation within the content, but some instances may occur. Development teams are working to provide alternatives in these cases.
302.9 With Limited Language, Cognitive, and Learning Abilities	**Elementary Reading:** Supports **Middle School Reading:** Supports **Math:** Supports **Español:** Supports	All content adapts to each user's individual learning level.

Chapter 4: <u>Hardware</u>

Notes: Istation does not offer or provide hardware to users.

Criteria	Conformance Level	Remarks and Explanations
402 Closed Functionality	Heading cell – no response required	Heading cell – no response required
402.1 General	Heading cell – no response required	Heading cell – no response required
402.2 Speech-Output Enabled	Heading cell – no response required	Heading cell – no response required
402.2.1 Information Displayed On-Screen	Not applicable	Not applicable
402.2.2 Transactional Outputs	Not applicable	Not applicable
402.2.3 Speech Delivery Type and Coordination	Not applicable	Not applicable
402.2.4 User Control	Not applicable	Not applicable

Criteria	Conformance Level	Remarks and Explanations
402.2.5 Braille Instructions	Not applicable	Not applicable
402.3 Volume	Heading cell – no response required	Heading cell – no response required
402.3.1 Private Listening	Not applicable	Not applicable
402.3.2 Non-private Listening	Not applicable	Not applicable
402.4 Characters on Display Screens	Not applicable	Not applicable
402.5 Characters on Variable Message Signs	Not applicable	Not applicable
403 Biometrics	Heading cell – no response required	Heading cell – no response required
403.1 General	Not applicable	Not applicable
404 Preservation of Information Provided for Accessibility	Heading cell – no response required	Heading cell – no response required
404.1 General	Not applicable	Not applicable
405 Privacy	Heading cell – no response required	Heading cell – no response required
405.1 General	Not applicable	Not applicable
406 Standard Connections	Heading cell – no response required	Heading cell – no response required
406.1 General	Not applicable	Not applicable
407 Operable Parts	Heading cell – no response required	Heading cell – no response required
407.2 Contrast	Not applicable	Not applicable
407.3 Input Controls	Heading cell – no response required	Heading cell – no response required
407.3.1 Tactilely Discernible	Not applicable	Not applicable
407.3.2 Alphabetic Keys	Not applicable	Not applicable
407.3.3 Numeric Keys	Not applicable	Not applicable
407.4 Key Repeat	Not applicable	Not applicable
407.5 Timed Response	Not applicable	Not applicable
407.6 Operation	Not applicable	Not applicable
407.7 Tickets, Fare Cards, and Keycards	Not applicable	Not applicable
407.8 Reach Height and Depth	Heading cell – no response required	Heading cell – no response required
407.8.1 Vertical Reference Plane	Not applicable	Not applicable
407.8.1.1 Vertical Plane for Side Reach	Not applicable	Not applicable
407.8.1.2 Vertical Plane for Forward Reach	Not applicable	Not applicable
407.8.2 Side Reach	Not applicable	Not applicable

Criteria	Conformance Level	Remarks and Explanations
407.8.2.1 Unobstructed Side Reach	Not applicable	Not applicable
407.8.2.2 Obstructed Side Reach	Not applicable	Not applicable
407.8.3 Forward Reach	Not applicable	Not applicable
407.8.3.1 Unobstructed Forward Reach	Not applicable	Not applicable
407.8.3.2 Obstructed Forward Reach	Not applicable	Not applicable
407.8.3.2.1 Operable Part Height for ICT with Obstructed Forward Reach	Not applicable	Not applicable
407.8.3.2.2 Knee and Toe Space under ICT with Obstructed Forward Reach	Not applicable	Not applicable
408 Display Screens	Heading cell – no response required	Heading cell – no response required
408.2 Visibility	Not applicable	Not applicable
408.3 Flashing	Not applicable	Not applicable
409 Status Indicators	Heading cell – no response required	Heading cell – no response required
409.1 General	Not applicable	Not applicable
410 Color Coding	Heading cell – no response required	Heading cell – no response required
410.1 General	Not applicable	Not applicable
411 Audible Signals	Heading cell – no response required	Heading cell – no response required
411.1 General	Not applicable	Not applicable
412 ICT with Two-Way Voice Communication	Heading cell – no response required	Heading cell – no response required
412.2 Volume Gain	Heading cell – no response required	Heading cell – no response required
412.2.1 Volume Gain for Wireline Telephones	Not applicable	Not applicable
412.2.2 Volume Gain for Non-Wireline ICT	Not applicable	Not applicable
412.3 Interference Reduction and Magnetic Coupling	Heading cell – no response required	Heading cell – no response required
412.3.1 Wireless Handsets	Not applicable	Not applicable
412.3.2 Wireline Handsets	Not applicable	Not applicable
412.4 Digital Encoding of Speech	Not applicable	Not applicable
412.5 Real-Time Text Functionality	**Reserved for future**	**Reserved for future**
412.6 Caller ID	Not applicable	Not applicable
412.7 Video Communication	Not applicable	Not applicable
412.8 Legacy TTY Support	Heading cell – no response required	Heading cell – no response required

Criteria	Conformance Level	Remarks and Explanations
412.8.1 TTY Connectability	Not applicable	Not applicable
412.8.2 Voice and Hearing Carry Over	Not applicable	Not applicable
412.8.3 Signal Compatibility	Not applicable	Not applicable
412.8.4 Voice Mail and Other Messaging Systems	Not applicable	Not applicable
413 Closed Caption Processing Technologies	Heading cell – no response required	Heading cell – no response required
413.1.1 Decoding and Display of Closed Captions	Not applicable	Not applicable
413.1.2 Pass-Through of Closed Caption Data	Not applicable	Not applicable
414 Audio Description Processing Technologies	Heading cell – no response required	Heading cell – no response required
414.1.1 Digital Television Tuners	Not applicable	Not applicable
414.1.2 Other ICT	Not applicable	Not applicable
415 User Controls for Captions and Audio Descriptions	Heading cell – no response required	Heading cell – no response required
415.1.1 Caption Controls	Not applicable	Not applicable
415.1.2 Audio Description Controls	Not applicable	Not applicable

Chapter 5: Software

Notes: Istation's programs do not fall under the definition of platform software or software with platform features.

Criteria	Conformance Level	Remarks and Explanations
501.1 Scope – Incorporation of WCAG 2.0 AA	See WCAG 2.0 section	See information in WCAG 2.0 section
502 Interoperability with Assistive Technology	Heading cell – no response required	Heading cell – no response required
502.2.1 User Control of Accessibility Features	Not applicable	Not applicable
502.2.2 No Disruption of Accessibility Features	Not applicable	Not applicable
502.3 Accessibility Services	Heading cell – no response required	Heading cell – no response required
502.3.1 Object Information	Not applicable	Not applicable
502.3.2 Modification of Object Information	Not applicable	Not applicable
502.3.3 Row, Column, and Headers	Not applicable	Not applicable
502.3.4 Values	Not applicable	Not applicable
502.3.5 Modification of Values	Not applicable	Not applicable
502.3.6 Label Relationships	Not applicable	Not applicable

Criteria	Conformance Level	Remarks and Explanations
502.3.7 Hierarchical Relationships	Not applicable	Not applicable
502.3.8 Text	Not applicable	Not applicable
502.3.9 Modification of Text	Not applicable	Not applicable
502.3.10 List of Actions	Not applicable	Not applicable
502.3.11 Actions on Objects	Not applicable	Not applicable
502.3.12 Focus Cursor	Not applicable	Not applicable
502.3.13 Modification of Focus Cursor	Not applicable	Not applicable
502.3.14 Event Notification	Not applicable	Not applicable
502.4 Platform Accessibility Features	Not applicable	Not applicable
503 Applications	Heading cell – no response required	Heading cell – no response required
503.2 User Preferences	**Elementary Reading:** Supports **Middle School Reading:** Supports **Math:** Supports **Español:** Supports	The application is designed to be isolated from its underlying platform software and therefore falls under the exception to this standard.
503.3 Alternative User Interfaces	**Elementary Reading:** Not applicable **Middle School Reading:** Not applicable **Math:** Not applicable **Español:** Not applicable	The application does not provide alternative user interfaces that function as assistive technology.
503.4 User Controls for Captions and Audio Description	Heading cell – no response required	Heading cell – no response required
503.4.1 Caption Controls	**Elementary Reading:** Does Not Support **Middle School Reading:** Does Not Support **Math:** Does Not Support **Español:** Does Not Support	While captions are provided in some content, controls are not located at the same menu level as the volume controls.

Criteria	Conformance Level	Remarks and Explanations
503.4.2 Audio Description Controls	**Elementary Reading:** Does Not Support **Middle School Reading:** Does Not Support **Math:** Does Not Support **Español:** Does Not Support	Audio descriptions are not currently provided within the content.
504 Authoring Tools	Heading cell – no response required	Heading cell – no response required
504.2 Content Creation or Editing (if not authoring tool, enter "not applicable")	See <u>WCAG 2.0</u> section	See information in WCAG 2.0 section
504.2.1 Preservation of Information Provided for Accessibility in Format Conversion	Not applicable	Not applicable
504.2.2 PDF Export	Not applicable	Not applicable
504.3 Prompts	Not applicable	Not applicable
504.4 Templates	Not applicable	Not applicable

Chapter 6: Support Documentation and Services

Notes:

Criteria	Conformance Level	Remarks and Explanations
601.1 Scope	Heading cell – no response required	Heading cell – no response required
602 Support Documentation	Heading cell – no response required	Heading cell – no response required
602.2 Accessibility and Compatibility Features	Supports	Support documentation for these products includes descriptions of accessibility and compatibility features.
602.3 Electronic Support Documentation	See <u>WCAG 2.0</u> section	See information in WCAG 2.0 section
602.4 Alternate Formats for Non-Electronic Support Documentation	Supports	All support documentation is provided in an electronic format.
603 Support Services	Heading cell – no response required	Heading cell – no response required
603.2 Information on Accessibility and Compatibility Features	Supports	Support documentation for these products includes descriptions of accessibility and compatibility features.

Criteria	Conformance Level	Remarks and Explanations
603.3 Accommodation of Communication Needs	Supports	Support services accommodate the communication needs of individuals with disabilities.

Attachment 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 10 shall not reduce the indemnification liability that Provider has assumed in section 11.

Provider shall furnish the District with certificates of the required insurance prior to the District's approval and signing of this Agreement, 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.

Attachment E

Effective June 2024, Istation is a 100% wholly owned subsidiary of Amira Learning, Inc. As part of our integration efforts and to enhance efficiency across our organization, we are integrating our financial and banking structures under a single Federal Employer Identification Number (FEIN).

Effective immediately, all transactions, invoices, and financial documentation should be processed using the following federal employer identification number and banking information:

Federal Employer Identification Number (FEIN): 82-2207220

Banking Information

ACH Payments (preferred):
      Bank Name: Western Alliance Bank
      ABA Routing Number: 121143260
      Bank Address: One East Washington Street Ste 2500 Phoenix, Arizona 85004 U.S.A

      Account Name: Amira Learning Inc
      Account Number: 8996514912
      Beneficiary Address: 5214f Diamond Heights Blvd # 3255 San Francisco, CA 94131

Check Payments:
      Amira Learning Inc
      PO BOX 92448
      Las Vegas, NV 89193-2448
      (Note: Please do not send check payments to the beneficiary address noted on the W-9. Check payments should be sent to Amira Learning, Inc.'s lockbox, which is administered by Western Alliance Bank. This address differs from the one listed on the W-9.)

To assist in updating your records, we have attached the following documents:
- Amira Learning, Inc. Form W-9
- Official Banking Letters confirming our updated banking details

Please update your records to reflect this change and ensure that all future payments and correspondence are directed accordingly.

If you have any questions or require additional information, please do not hesitate to reach out to AccountsReceivable@amiralearning.com.

We appreciate your partnership and cooperation.
Sincerely,

Monika Flood

Monika Flood, CFO
Amira Learning, Inc.

1 | **Amira Learning** | Every Child Deserves the Chance to Become a Reader
5214F Diamond Heights Blvd, #3255, San Francisco, CA 94131 | 866-883-7323 |
info@amiralearning.com

Form W-9
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer
Identification Number and Certification

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

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

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

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

Amira Learning, Inc.

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

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

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

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

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

☐ Other (see instructions) _____

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

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

Exempt payee code (if any) _____

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

(Applies to accounts maintained outside the United States.)

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

5214F Diamond Heights Blvd #3255

6 City, state, and ZIP code

San Francisco, CA 94131

Requester's name and address (optional)

7 List account number(s) here (optional)

Remit to: P.O. Box 92425, Las Vegas, NV 89193-2425

Part I   Taxpayer Identification Number (TIN)

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

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

Social security number

☐☐☐ – ☐☐ – ☐☐☐☐

or

Employer identification number

8 2 – 2 2 0 7 2 2 0

Part II   Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and

2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and

3. I am a U.S. citizen or other U.S. person (defined below); and

4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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

Sign Here   Signature of U.S. person   *Monika Hood*   Date   January 14, 2025

General Instructions

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

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

What's New

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

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

Purpose of Form

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

Cat. No. 10231X

Form **W-9** (Rev. 3-2024)

WA | Bank®   Member FDIC

Divisions: Alliance Association Bank | Alliance Bank of Arizona | Bank of Nevada | Bridge Bank | First Independent Bank | Torrey Pines Bank
Subsidiaries: AmeriHome Mortgage | Digital Disbursements

BANK ACCOUNT VERIFICATION LETTER

2/18/2025

RE: Amira Learning Inc

To Whom It May Concern,

This letter is to inform you that **Amira Learning Inc** has an account with Western Alliance Bank.

The routing number: **122105980**

Account number: **8996514912**

We are pleased to confirm the account is in good standing and the information below for Incoming Wire Transfer and Incoming ACH Payments:

Beneficiary Bank Information

Bank Name: Western Alliance Bank
SWIFT Code: BBFXUS6S
ABA Routing #:   122105980
Bank Address: One East Washington Street Ste 2500
                    Phoenix, Arizona 85004 U.S.A

Beneficiary Information

Account Name: **Amira Learning Inc**
Account Number: **8996514912**
Beneficiary Address: **5214f Diamond Heights Blvd # 3255**
                    San Francisco, CA, 94131

The information is supplied solely for the purposes of reference, without any responsibility on the part of Western Alliance Bank, its agents, representatives, or affiliates for errors or omissions.

Sincerely,

Matthew Benidt

Head of Branch Banking

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer
Identification Number and Certification

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

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

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

Print or type.
See *Specific Instructions* on page 3.

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

Amira Learning, Inc.

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

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

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

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

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

☐ Other (see instructions)

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

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

Exempt payee code (if any) _____

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

(Applies to accounts maintained outside the United States.)

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

5214F Diamond Heights Blvd #3255

6 City, state, and ZIP code

San Francisco, CA 94131

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I   Taxpayer Identification Number (TIN)

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

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

Social security number

| | | | – | | | – | | | | |

or

Employer identification number

| 8 | 2 | – | 2 | 2 | 0 | 7 | 2 | 2 | 0 |

Part II   Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and

2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and

3. I am a U.S. citizen or other U.S. person (defined below); and

4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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

Sign Here   Signature of U.S. person   *Sara Erickson*   Date   May 7, 2024

General Instructions

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

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

What's New

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

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

Purpose of Form

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

Cat. No. 10231X

Form **W-9** (Rev. 3-2024)

SECOND AMENDMENT SOFTWARE SERVICES AGREEMENT
BETWEEN IMAGINATION STATION, INC.
AND POUDRE SCHOOL DISTRICT R-1

This Second Amendment ("Second Amendment") effective as of the 7th day of March 2024, is attached to and forms part of the Software Services Agreement between and Poudre School District R-1 (the "District") and Imagination Station, Inc. (the "Contractor") executed May 2, 2002 and the First Amendment to the Agreement executed December 13, 2023 ("Agreement"), both of which are attached and made part of this Second Amendment. To the extent that any of the terms or conditions contained in this Second Amendment may contradict with any of the terms or conditions of the attached Agreement, it is expressly understood and agreed that the terms of this Second Amendment shall take precedence and supersede the attached Agreement. The parties agree to amend the Contract by adding the following language:

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

2. **Term of Agreement.**

   2.1. At the conclusion of the term dated June 30, 2024, as outlined in section 1.1 of the Agreement, the District and Contractor elect to extend the term of the Agreement beginning on July 1, 2024 through June 30, 2025.

3. **Amended Responsibilities.**

   3.1. Exhibit A is deleted hereby in its entirety.

   3.2. Replace Exhibit A with Contractor's Data Collection and Pricing Guide 2024, hereby attached to this Second Amendment and made part of this Agreement.

   3.3. Exhibit B is deleted hereby in its entirety.

   3.4. Replace Exhibit B with Contractor's VPAT, WCAG Edition, Version 2.4 hereby attached as Exhibit B to this Second Amendment and made a part of this Agreement.

4. **Special Provisions.**

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

5. **General Provisions.**

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

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

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

IMAGINATION STATION, INC.   POUDRE SCHOOL DISTRICT R-1

By: _Monika Hood_____   By: _R David Montoya_____

                                             R. David Montoya
                                             Chief Financial Officer

                                             By: _Julie Chaplain_____

                                             Julie Chaplain
                                             Assistant Superintendent

Exhibit A

STUDENT DATA INFORMATION REQUEST FOR SOFTWARE SERVICES

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

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

Please provide the following information to facilitate the contracting process:

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

   Istation offers educational software and assessments to help students improve their knowledge and skills in subjects such as Reading, Math, Spanish, and US and Texas History. Our software and assessments are also design to assist educators to pinpoint areas within each subject where a student needs assistance.

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

   Please review the list of student data collected in the table below.

Student	Teacher	Admin	Meta Data
Student's first/last name	Teacher's first/last name	Campus Code	Date/time of session
Gender	Teacher's email address		IP address of login
Race/ ethnicity	classroom instr. type		History of user activity
Age/ Birthdate	District-assigned grade		Program Results
Disability Condition			

Student	Teacher	Admin	Meta Data
Economically Disadvantaged			
Special Ed. Status			
English Proficiency			
Disability Condition			
Gifted/Talented			
Unhoused			
Migrant			
State Student Date			

1

3. What is the purpose of collecting student data?

   To offer school districts comprehensive reports. This data allows educators and administrators to gain valuable insights into how students are performing in specific subject matters. By analyzing this information, school districts can identify areas of improvement, tailor teaching strategies to individual needs, and implement targeted interventions to support student learning.

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

   Amazon AWS (AWS.AMAZON.COM)
   Clever (clever.com)
   Oneroster (oneroster.com)

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

   Web Hosting (Amazon AWS) and Class Rostering (Clever and Oneroster)

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

   Full Program:
   - • Reading: $31 per student
   - • Spanish: $29 per student
   - • Math: $24 per student

   Assessment only:
   - • Reading (K-8): $9.50 per student (includes ORF and RAN)
   - • Reading (PreK): $6.75
   - • Spanish: $6.75 per student
   - • Math: $6.75 per student

- Tiered pricing for future purchases

Campus-tiered pricing is also available based on enrollment:

Reading :
100-199: $4340
200-399: $7500
400-599: $12,870
600+: $15,110

Spanish
100-199: $3320
200-399: $5430
400-599: $9350
600+: $11,610

Math
100-199: $2230
200-399: $3860
400-599: $6520
600+: $8300

- Name and email for contract notices

Rebecca Augustine raugustine@istation.com

- Name and title of person who will sign the contract

  Rebecca Augustine Regional Vice President of Sales

- Does the system allow integration for rostering?

  ⦿ Yes   ◯ No

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

  Clever and Oneroster

Exhibit B

Istation Accessibility Conformance Report

Revised Section 508 Edition

(Based on VPAT® Version 2.4)

Name of Product/Version: Istation Digital Instruction

Report Date: February 2024

Product Description: Digital instruction products for reading, math, and Spanish literacy. Products are listed in the tables below as Elementary Reading (prekindergarten through grade 5), Middle School Reading (grades 6–8), Math (prekindergarten through grade 5), and Español (prekindergarten through grade 5).

Contact Information: accessibility@istation.com

Notes:

Evaluation Methods Used: Subject matter experts within Istation have evaluated each product against Section 508 standards and WCAG 2.0 Level AA.

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)
Revised Section 508 standards published January 18, 2017 and corrected January 22, 2018	(Yes)

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 2.0 Report

Tables 1 and 2 also document conformance with Revised Section 508:

- Chapter 5 – 501.1 Scope, 504.2 Content Creation or Editing
- Chapter 6 – 602.3 Electronic Support Documentation

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

Table 1: Success Criteria, Level A

Notes:

Criteria	Conformance Level	Remarks and Explanations
1.1.1 Non-Text Content (Level A) Also applies to: Revised Section 508 • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs)	**Elementary Reading:** Does Not Support **Middle School Reading:** Does Not Support **Math:** Does Not Support **Español:** Does Not Support	Alternative text is currently on the product backlog for future implementation.
1.2.1 Audio-Only and Video-Only (Prerecorded) (Level A) Also applies to: Revised Section 508 • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs)	**Elementary Reading:** Does Not Support **Middle School Reading:** Does Not Support **Math:** Does Not Support **Español:** Does Not Support	Research is in progress for future implementation of alternatives for audio-only and video-only content.
1.2.2 Captions (Prerecorded) (Level A) Also applies to: Revised Section 508 • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs)	**Elementary Reading:** Does Not Support **Middle School Reading:** Supports **Math:** Does Not Support **Español:** Does Not Support	**Elementary Reading:** Product teams are currently developing a captions system to be implemented in the near future for new content. **Middle School Reading:** Captions are provided and may be activated by an administrator. **Math:** Product teams are currently developing a captions system for new content to be implemented in the near future. **Español:** Product teams are currently developing a captions system to be implemented in the near

Criteria	Conformance Level	Remarks and Explanations
		future for new content.
1.2.3 Audio Description or Media Alternative (Prerecorded) (Level A) Also applies to: Revised Section 508 • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs)	**Elementary Reading:** Does Not Support **Middle School Reading:** Does Not Support **Math:** Does Not Support **Español:** Does Not Support	Research into audio description resources and media alternatives is currently in progress for all programs.
1.3.1 Info and Relationships (Level A) Also applies to: Revised Section 508 • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs)	**Elementary Reading:** Partially Supports **Middle School Reading:** Partially Supports **Math:** Partially Supports **Español:** Partially Supports	Within each product, some info and relationships are available in text, but not consistently. Development is in progress for system updates that allow this information to be programmatically determined.
1.3.2 Meaningful Sequence (Level A) Also applies to: Revised Section 508 • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs)	**Elementary Reading:** Does Not Support **Middle School Reading:** Does Not Support **Math:** Does Not Support **Español:** Does Not Support	Development is in progress for system updates that allow a meaningful sequence to be programmatically determined.
1.3.3 Sensory Characteristics (Level A) Also applies to: Revised Section 508 • 501 (Web)(Software) • 504.2 (Authoring Tool)	**Elementary Reading:** Partially Supports **Middle School Reading:** Partially Supports	Development teams are actively working to remediate this issue, and new content is thoroughly tested to ensure that instructions do not rely solely on sensory characteristics. However, this may occur occasionally in some existing content. Plans to replace this content are in active

Criteria	Conformance Level	Remarks and Explanations
• 602.3 (Support Docs)	**Math:** Partially Supports **Español:** Partially Supports	development.
1.4.1 Use of Color (Level A) Also applies to: Revised Section 508 • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs)	**Elementary Reading:** Partially Supports **Middle School Reading:** Partially Supports **Math:** Partially Supports **Español:** Partially Supports	Development teams are actively working to remediate this issue, and new content is thoroughly tested to ensure that color is not used as the only visual means of conveying information. However, this may occur occasionally in some existing content. Plans to replace this content are in active development.
1.4.2 Audio Control (Level A) Also applies to: Revised Section 508 • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs)	**Elementary Reading:** Does Not Support **Middle School Reading:** Does Not Support **Math:** Does Not Support **Español:** Does Not Support	Product teams are currently developing and updating audio features to give users more control.
2.1.1 Keyboard (Level A) Also applies to: Revised Section 508 • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs)	**Elementary Reading:** Does Not Support **Middle School Reading:** Does Not Support **Math:** Does Not Support **Español:** Does Not Support	Keyboard navigation is currently in development for implementation in the near future.
2.1.2 No Keyboard Trap (Level A) Also applies to: Revised Section 508 • 501 (Web)(Software)	**Elementary Reading:** Does Not Support **Middle School Reading:**	Keyboard navigation is currently in development for implementation in the near future.

Criteria	Conformance Level	Remarks and Explanations
• 504.2 (Authoring Tool) • 602.3 (Support Docs)	Does Not Support **Math:** Does Not Support **Español:** Does Not Support	
2.2.1 Timing Adjustable (Level A) Also applies to: Revised Section 508 • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs)	**Elementary Reading:** Does Not Support **Middle School Reading:** Does Not Support **Math:** Does Not Support **Español:** Does Not Support	Some student activities may be timed, though product teams are currently researching and developing methods for allowing users to adjust these timers when they are not essential to the activity's purpose.
2.2.2 Pause, Stop, Hide (Level A) Also applies to: Revised Section 508 • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs)	**Elementary Reading:** Does Not Support **Middle School Reading:** Does Not Support **Math:** Does Not Support **Español:** Does Not Support	Users cannot currently control automatically moving, blinking, or scrolling information. However, product teams are researching and developing methods to give users more control and keep automatic motion to a minimum.
2.3.1 Three Flashes or Below Threshold (Level A) Also applies to: Revised Section 508 • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs)	**Elementary Reading:** Partially Supports **Middle School Reading:** Supports **Math:** Partially Supports **Español:** Partially Supports	**Elementary Reading:** Any flashing content is minimal, though some issues may exist in some activities. Product teams are working to remediate this. **Middle School Reading:** The middle school reading product does not have flashing content. **Math:** Any flashing content is minimal, though some issues may exist in some activities. Product teams are working to remediate this.

Criteria	Conformance Level	Remarks and Explanations
		Español: Any flashing content is minimal, though some issues may exist in some activities. Product teams are working to remediate this.
2.4.1 Bypass Blocks (Level A) Also applies to: Revised Section 508 • 501 (Web)(Software) – Does not apply to non-web software • 504.2 (Authoring Tool) • 602.3 (Support Docs) – Does not apply to non-web docs	**Elementary Reading:** Does Not Support **Middle School Reading:** Does Not Support **Math:** Does Not Support **Español:** Does Not Support	While efforts have been made to greatly reduce unnecessary repetitive blocks of information, some instances may still occur, and users are currently unable to bypass this information.
2.4.2 Page Titled (Level A) Also applies to: Revised Section 508 • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs)	**Elementary Reading:** Partially Supports **Middle School Reading:** Partially Supports **Math:** Partially Supports **Español:** Partially Supports	Many new student activities are titled, but existing content may not be consistent. Scenes within the activity may not be individually titled.
2.4.3 Focus Order (Level A) Also applies to: Revised Section 508 • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs)	**Elementary Reading:** Does Not Support **Middle School Reading:** Does Not Support **Math:** Does Not Support **Español:** Does Not Support	Keyboard navigation, including focusable components, is currently in development for implementation in the near future.
2.4.4 Link Purpose (In Context) (Level A) Also applies to: Revised Section 508 • 501 (Web)(Software)	**Elementary Reading:** Not applicable **Middle School Reading:**	Student activities do not include hyperlinks.

Criteria	Conformance Level	Remarks and Explanations
• 504.2 (Authoring Tool) • 602.3 (Support Docs)	Not applicable **Math:** Not applicable **Español:** Not applicable	
3.1.1 Language of Page (Level A) Also applies to: Revised Section 508 • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs)	**Elementary Reading:** Does Not Support **Middle School Reading:** Does Not Support **Math:** Does Not Support **Español:** Does Not Support	Products do not currently indicate the default language.
3.2.1 On Focus (Level A) Also applies to: Revised Section 508 • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs)	**Elementary Reading:** Supports **Middle School Reading:** Supports **Math:** Supports **Español:** Supports	In all products, when user interface components receive focus, they do not initiate a change of context.
3.2.2 On Input (Level A) Also applies to: Revised Section 508 • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs)	**Elementary Reading:** Supports **Middle School Reading:** Supports **Math:** Supports **Español:** Supports	Context does not change automatically as a result of changing the settings of an interface component.
3.3.1 Error Identification (Level A) Also applies to: Revised Section 508 • 501 (Web)(Software) • 504.2 (Authoring Tool)	**Elementary Reading:** Not applicable **Middle School Reading:**	No form fields or similar input types are required within the content.

Criteria	Conformance Level	Remarks and Explanations
• 602.3 (Support Docs)	Not applicable **Math:** Not applicable **Español:** Not applicable	
3.3.2 Labels or Instructions (Level A) Also applies to: Revised Section 508 • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs)	**Elementary Reading:** Supports **Middle School Reading:** Supports **Math:** Supports **Español:** Supports	All types of user input are explained through instructions, modeling, and labeling.
4.1.1 Parsing (Level A) Also applies to: Revised Section 508 • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs)	**Elementary Reading:** Does Not Support **Middle School Reading:** Does Not Support **Math:** Does Not Support **Español:** Does Not Support	Product teams are currently working to tag elements and components with attributes for future compatibility with assistive technology.
4.1.2 Name, Role, Value (Level A) Also applies to: Revised Section 508 • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs)	**Elementary Reading:** Does Not Support **Middle School Reading:** Does Not Support **Math:** Does Not Support **Español:** Does Not Support	Product teams are currently working to tag elements and components with this information for future compatibility with assistive technology.

Table 2: Success Criteria, Level AA

Notes:

Criteria	Conformance Level	Remarks and Explanations
1.2.4 Captions (Live) (Level AA) Also applies to: Revised Section 508 • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs)	**Elementary Reading:** Not applicable **Middle School Reading:** Not applicable **Math:** Not applicable **Español:** Not applicable	No live content appears within these products.
1.2.5 Audio Description (Prerecorded) (Level AA) Also applies to: Revised Section 508 • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs)	**Elementary Reading:** Does Not Support **Middle School Reading:** Does Not Support **Math:** Does Not Support **Español:** Does Not Support	Audio description is currently on the product backlog for future implementation.
1.4.3 Contrast (Minimum) (Level AA) Also applies to: Revised Section 508 • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs)	**Elementary Reading:** Partially Supports **Middle School Reading:** Partially Supports **Math:** Partially Supports **Español:** Partially Supports	Development teams test all new text and images for the minimum contrast requirements. However, some existing content may not meet the requirement. Teams are actively working to remediate and replace this content.
1.4.4 Resize text (Level AA) Also applies to: Revised Section 508 • 501 (Web)(Software)	**Elementary Reading:** Partially Supports **Middle School Reading:**	Users may adjust the device magnification settings to increase the screen size, including text, to 200%. There may be limitations on some devices or when attempting to use keyboard navigation to

Criteria	Conformance Level	Remarks and Explanations
• 504.2 (Authoring Tool) • 602.3 (Support Docs)	Partially Supports **Math:** Partially Supports **Español:** Partially Supports	track the content on the screen.
1.4.5 Images of Text (Level AA) Also applies to: Revised Section 508 • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs)	**Elementary Reading:** Partially Supports **Middle School Reading:** Partially Supports **Math:** Partially Supports **Español:** Partially Supports	Development teams have put processes in place to ensure there are no images of text within new content. However, some existing content may still contain images of text. Teams are working to remediate or replace such content as it is located.
2.4.5 Multiple Ways (Level AA) Also applies to: Revised Section 508 • 501 (Web)(Software) – Does not apply to non-web software • 504.2 (Authoring Tool) • 602.3 (Support Docs) – Does not apply to non-web docs	**Elementary Reading:** Does Not Support **Middle School Reading:** Does Not Support **Math:** Does Not Support **Español:** Does Not Support	In most content, users are placed within a learning path that automatically moves the user from scene to scene. Development teams are currently building new systems to provide users with a choice in selecting content, which may provide multiple ways to access it.
2.4.6 Headings and Labels (Level AA) Also applies to: Revised Section 508 • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs)	**Elementary Reading:** Partially Supports **Middle School Reading:** Partially Supports **Math:** Partially Supports **Español:** Partially Supports	Headings and labels may be inconsistently applied, though development teams have implemented processes to better organize information and provide clear descriptions to the users.

Criteria	Conformance Level	Remarks and Explanations
2.4.7 Focus Visible (Level AA) Also applies to: Revised Section 508 • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs)	**Elementary Reading:** Does Not Support **Middle School Reading:** Does Not Support **Math:** Does Not Support **Español:** Does Not Support	Keyboard navigation, including a visible focus indicator, is currently in development for implementation in the near future.
3.1.2 Language of Parts (Level AA) Also applies to: Revised Section 508 • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs)	**Elementary Reading:** Does Not Support **Middle School Reading:** Does Not Support **Math:** Does Not Support **Español:** Does Not Support	Products do not currently indicate the default language of each passage or phrase in the content.
3.2.3 Consistent Navigation (Level AA) Also applies to: Revised Section 508 • 501 (Web)(Software) – Does not apply to non-web software • 504.2 (Authoring Tool) • 602.3 (Support Docs) – Does not apply to non-web docs	**Elementary Reading:** Supports **Middle School Reading:** Supports **Math:** Partially Supports **Español:** Supports	**Elementary Reading:** Navigation is consistent within sets of similar interfaces and activities. **Middle School Reading:** Navigation is consistent within sets of similar interfaces and activities. **Math:** Navigation is not always consistent within sets of similar interfaces and activities, though development teams are working to create better consistency. **Español:** Navigation is consistent within sets of similar interfaces and activities.
3.2.4 Consistent Identification (Level AA) Also applies to: Revised Section 508 • 501 (Web)(Software) – Does not apply to non-web	**Elementary Reading:** Partially Supports **Middle School Reading:**	**Elementary Reading:** Processes are being developed to consistently identify similar components in new content. However, some existing content may not have consistent

Criteria	Conformance Level	Remarks and Explanations
software • 504.2 (Authoring Tool) • 602.3 (Support Docs) – Does not apply to non-web docs	Supports **Math:** Partially Supports **Español:** Partially Supports	identification. **Middle School Reading:** Similar components are identified consistently throughout the product. **Math:** Processes are being developed to consistently identify similar components in new content. However, some existing content may not have consistent identification. **Español:** Processes are being developed to consistently identify similar components in new content. However, some existing content may not have consistent identification.
3.3.3 Error Suggestion (Level AA) Also applies to: Revised Section 508 • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs)	**Elementary Reading:** Not applicable **Middle School Reading:** Not applicable **Math:** Not applicable **Español:** Not applicable	No form fields or similar input types are required within the content.
3.3.4 Error Prevention (Legal, Financial, Data) (Level AA) Also applies to: Revised Section 508 • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs)	**Elementary Reading:** Not applicable **Middle School Reading:** Not applicable **Math:** Not applicable **Español:** Not applicable	No legal commitments or financial transactions are required in the content.

Revised Section 508 Report

Notes:

Chapter 3: Functional Performance Criteria (FPC)

Notes:

Criteria	Conformance Level	Remarks and Explanations
302.1 Without Vision	**Elementary Reading:** Does Not Support **Middle School Reading:** Does Not Support **Math:** Does Not Support **Español:** Does Not Support	Development teams are currently researching and building new methods for users with no vision to operate the products.
302.2 With Limited Vision	**Elementary Reading:** Partially Supports **Middle School Reading:** Partially Supports **Math:** Partially Supports **Español:** Partially Supports	Development teams are currently working to improve and expand modes of operation for users with low vision.
302.3 Without Perception of Color	**Elementary Reading:** Partially Supports **Middle School Reading:** Partially Supports **Math:** Partially Supports	In most instances, users are not required to perceive color to operate the interface. However, some existing content may cause limitations, and development teams are working to remediate or replace this content.

Criteria	Conformance Level	Remarks and Explanations
302.4 Without Hearing	**Español:** Partially Supports **Elementary Reading:** Partially Supports **Middle School Reading:** Partially Supports **Math:** Partially Supports **Español:** Partially Supports	A few instances may require user hearing to participate in the activities. However, the middle school reading content provides captions where appropriate and other products are soon to follow. In addition, development teams are working to remove this requirement where it is not educationally required.
302.5 With Limited Hearing	**Elementary Reading:** Partially Supports **Middle School Reading:** Partially Supports **Math:** Partially Supports **Español:** Partially Supports	A few instances may require user hearing to participate in the activities. However, the middle school reading content provides captions where appropriate and other products are soon to follow. In addition, development teams are working to remove this requirement where it is not educationally required and improve features such as volume control.
302.6 Without Speech	**Elementary Reading:** Supports **Middle School Reading:** Supports **Math:** Supports **Español:** Supports	Users are not required to use speech for input.
302.7 With Limited Manipulation	**Elementary Reading:** Partially Supports **Middle School Reading:** Partially Supports	In some instances, users are required to use fine motor control to complete an activity. However, teams are developing alternatives and will continue to remediate content where possible and educationally appropriate.

Criteria	Conformance Level	Remarks and Explanations
302.8 With Limited Reach and Strength	**Math:** Partially Supports **Español:** Partially Supports **Elementary Reading:** Partially Supports **Middle School Reading:** Partially Supports **Math:** Partially Supports **Español:** Partially Supports	Users are rarely required to use a manual mode of operation within the content, but some instances may occur. Development teams are working to provide alternatives in these cases.
302.9 With Limited Language, Cognitive, and Learning Abilities	**Elementary Reading:** Supports **Middle School Reading:** Supports **Math:** Supports **Español:** Supports	All content adapts to each user's individual learning level.

Chapter 4: Hardware

Notes: Istation does not offer or provide hardware to users.

Criteria	Conformance Level	Remarks and Explanations
402 Closed Functionality	Heading cell – no response required	Heading cell – no response required
402.1 General	Heading cell – no response required	Heading cell – no response required
402.2 Speech-Output Enabled	Heading cell – no response required	Heading cell – no response required
402.2.1 Information Displayed On-Screen	Not applicable	Not applicable
402.2.2 Transactional Outputs	Not applicable	Not applicable
402.2.3 Speech Delivery Type and Coordination	Not applicable	Not applicable
402.2.4 User Control	Not applicable	Not applicable

Criteria	Conformance Level	Remarks and Explanations
402.2.5 Braille Instructions	Not applicable	Not applicable
402.3 Volume	Heading cell – no response required	Heading cell – no response required
402.3.1 Private Listening	Not applicable	Not applicable
402.3.2 Non-private Listening	Not applicable	Not applicable
402.4 Characters on Display Screens	Not applicable	Not applicable
402.5 Characters on Variable Message Signs	Not applicable	Not applicable
403 Biometrics	Heading cell – no response required	Heading cell – no response required
403.1 General	Not applicable	Not applicable
404 Preservation of Information Provided for Accessibility	Heading cell – no response required	Heading cell – no response required
404.1 General	Not applicable	Not applicable
405 Privacy	Heading cell – no response required	Heading cell – no response required
405.1 General	Not applicable	Not applicable
406 Standard Connections	Heading cell – no response required	Heading cell – no response required
406.1 General	Not applicable	Not applicable
407 Operable Parts	Heading cell – no response required	Heading cell – no response required
407.2 Contrast	Not applicable	Not applicable
407.3 Input Controls	Heading cell – no response required	Heading cell – no response required
407.3.1 Tactilely Discernible	Not applicable	Not applicable
407.3.2 Alphabetic Keys	Not applicable	Not applicable
407.3.3 Numeric Keys	Not applicable	Not applicable
407.4 Key Repeat	Not applicable	Not applicable
407.5 Timed Response	Not applicable	Not applicable
407.6 Operation	Not applicable	Not applicable
407.7 Tickets, Fare Cards, and Keycards	Not applicable	Not applicable
407.8 Reach Height and Depth	Heading cell – no response required	Heading cell – no response required
407.8.1 Vertical Reference Plane	Not applicable	Not applicable
407.8.1.1 Vertical Plane for Side Reach	Not applicable	Not applicable
407.8.1.2 Vertical Plane for Forward Reach	Not applicable	Not applicable
407.8.2 Side Reach	Not applicable	Not applicable

Criteria	Conformance Level	Remarks and Explanations
407.8.2.1 Unobstructed Side Reach	Not applicable	Not applicable
407.8.2.2 Obstructed Side Reach	Not applicable	Not applicable
407.8.3 Forward Reach	Not applicable	Not applicable
407.8.3.1 Unobstructed Forward Reach	Not applicable	Not applicable
407.8.3.2 Obstructed Forward Reach	Not applicable	Not applicable
407.8.3.2.1 Operable Part Height for ICT with Obstructed Forward Reach	Not applicable	Not applicable
407.8.3.2.2 Knee and Toe Space under ICT with Obstructed Forward Reach	Not applicable	Not applicable
408 Display Screens	Heading cell – no response required	Heading cell – no response required
408.2 Visibility	Not applicable	Not applicable
408.3 Flashing	Not applicable	Not applicable
409 Status Indicators	Heading cell – no response required	Heading cell – no response required
409.1 General	Not applicable	Not applicable
410 Color Coding	Heading cell – no response required	Heading cell – no response required
410.1 General	Not applicable	Not applicable
411 Audible Signals	Heading cell – no response required	Heading cell – no response required
411.1 General	Not applicable	Not applicable
412 ICT with Two-Way Voice Communication	Heading cell – no response required	Heading cell – no response required
412.2 Volume Gain	Heading cell – no response required	Heading cell – no response required
412.2.1 Volume Gain for Wireline Telephones	Not applicable	Not applicable
412.2.2 Volume Gain for Non-Wireline ICT	Not applicable	Not applicable
412.3 Interference Reduction and Magnetic Coupling	Heading cell – no response required	Heading cell – no response required
412.3.1 Wireless Handsets	Not applicable	Not applicable
412.3.2 Wireline Handsets	Not applicable	Not applicable
412.4 Digital Encoding of Speech	Not applicable	Not applicable
412.5 Real-Time Text Functionality	**Reserved for future**	**Reserved for future**
412.6 Caller ID	Not applicable	Not applicable
412.7 Video Communication	Not applicable	Not applicable
412.8 Legacy TTY Support	Heading cell – no response required	Heading cell – no response required

Criteria	Conformance Level	Remarks and Explanations
412.8.1 TTY Connectability	Not applicable	Not applicable
412.8.2 Voice and Hearing Carry Over	Not applicable	Not applicable
412.8.3 Signal Compatibility	Not applicable	Not applicable
412.8.4 Voice Mail and Other Messaging Systems	Not applicable	Not applicable
413 Closed Caption Processing Technologies	Heading cell – no response required	Heading cell – no response required
413.1.1 Decoding and Display of Closed Captions	Not applicable	Not applicable
413.1.2 Pass-Through of Closed Caption Data	Not applicable	Not applicable
414 Audio Description Processing Technologies	Heading cell – no response required	Heading cell – no response required
414.1.1 Digital Television Tuners	Not applicable	Not applicable
414.1.2 Other ICT	Not applicable	Not applicable
415 User Controls for Captions and Audio Descriptions	Heading cell – no response required	Heading cell – no response required
415.1.1 Caption Controls	Not applicable	Not applicable
415.1.2 Audio Description Controls	Not applicable	Not applicable

Chapter 5: Software

Notes: Istation's programs do not fall under the definition of platform software or software with platform features.

Criteria	Conformance Level	Remarks and Explanations
501.1 Scope – Incorporation of WCAG 2.0 AA	See WCAG 2.0 section	See information in WCAG 2.0 section
502 Interoperability with Assistive Technology	Heading cell – no response required	Heading cell – no response required
502.2.1 User Control of Accessibility Features	Not applicable	Not applicable
502.2.2 No Disruption of Accessibility Features	Not applicable	Not applicable
502.3 Accessibility Services	Heading cell – no response required	Heading cell – no response required
502.3.1 Object Information	Not applicable	Not applicable
502.3.2 Modification of Object Information	Not applicable	Not applicable
502.3.3 Row, Column, and Headers	Not applicable	Not applicable
502.3.4 Values	Not applicable	Not applicable
502.3.5 Modification of Values	Not applicable	Not applicable
502.3.6 Label Relationships	Not applicable	Not applicable

Criteria	Conformance Level	Remarks and Explanations
502.3.7 Hierarchical Relationships	Not applicable	Not applicable
502.3.8 Text	Not applicable	Not applicable
502.3.9 Modification of Text	Not applicable	Not applicable
502.3.10 List of Actions	Not applicable	Not applicable
502.3.11 Actions on Objects	Not applicable	Not applicable
502.3.12 Focus Cursor	Not applicable	Not applicable
502.3.13 Modification of Focus Cursor	Not applicable	Not applicable
502.3.14 Event Notification	Not applicable	Not applicable
502.4 Platform Accessibility Features	Not applicable	Not applicable
503 Applications	Heading cell – no response required	Heading cell – no response required
503.2 User Preferences	**Elementary Reading:** Supports **Middle School Reading:** Supports **Math:** Supports **Español:** Supports	The application is designed to be isolated from its underlying platform software and therefore falls under the exception to this standard.
503.3 Alternative User Interfaces	**Elementary Reading:** Not applicable **Middle School Reading:** Not applicable **Math:** Not applicable **Español:** Not applicable	The application does not provide alternative user interfaces that function as assistive technology.
503.4 User Controls for Captions and Audio Description	Heading cell – no response required	Heading cell – no response required
503.4.1 Caption Controls	**Elementary Reading:** Does Not Support **Middle School Reading:** Does Not Support **Math:** Does Not Support **Español:** Does Not Support	While captions are provided in some content, controls are not located at the same menu level as the volume controls.

Criteria	Conformance Level	Remarks and Explanations
503.4.2 Audio Description Controls	**Elementary Reading:** Does Not Support **Middle School Reading:** Does Not Support **Math:** Does Not Support **Español:** Does Not Support	Audio descriptions are not currently provided within the content.
504 Authoring Tools	Heading cell – no response required	Heading cell – no response required
504.2 Content Creation or Editing (if not authoring tool, enter "not applicable")	See WCAG 2.0 section	See information in WCAG 2.0 section
504.2.1 Preservation of Information Provided for Accessibility in Format Conversion	Not applicable	Not applicable
504.2.2 PDF Export	Not applicable	Not applicable
504.3 Prompts	Not applicable	Not applicable
504.4 Templates	Not applicable	Not applicable

Chapter 6: Support Documentation and Services

Notes:

Criteria	Conformance Level	Remarks and Explanations
601.1 Scope	Heading cell – no response required	Heading cell – no response required
602 Support Documentation	Heading cell – no response required	Heading cell – no response required
602.2 Accessibility and Compatibility Features	Supports	Support documentation for these products includes descriptions of accessibility and compatibility features.
602.3 Electronic Support Documentation	See WCAG 2.0 section	See information in WCAG 2.0 section
602.4 Alternate Formats for Non-Electronic Support Documentation	Supports	All support documentation is provided in an electronic format.
603 Support Services	Heading cell – no response required	Heading cell – no response required
603.2 Information on Accessibility and Compatibility Features	Supports	Support documentation for these products includes descriptions of accessibility and compatibility features.

Criteria	Conformance Level	Remarks and Explanations
603.3 Accommodation of Communication Needs	Supports	Support services accommodate the communication needs of individuals with disabilities.

FIRST AMENDMENT TO SOFTWARE SERVICES AGREEMENT
BETWEEN IMAGINATION STATION, INC. AND POUDRE SCHOOL DISTRICT R-1

This First Amendment ("Amendment") effective December 13th, 2023 is attached to and forms part of the Software Services Agreement between Poudre School District R-1 (the "District") and Imagination Station, Inc. (the "Contractor") executed May 2, 2002 ("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 June 30, 2023, as outlined in section 1.1 of the Agreement, the District and Contractor elect to extend the term of the Agreement beginning on July 1. 2023 through June 30, 2024.

3. **Amended Responsibilities.**

   3.1. Exhibit B is deleted hereby in its entirety.

   3.2. Replace Exhibit B with Contractor's Istation Colorado Department of Education Approvals, hereby attached to this First Amendment and made part of this Agreement.

   3.3. Within section 9.0, delete the language which has a strikethrough and replace with the following language which is underlined:

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

Special Provisions.

    4.1. **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.

4. **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.

IMAGINATION STATION, INC. DBA
ISTATION

POUDRE SCHOOL DISTRICT R-1

By: *Monika Flood*

Monika Flood
Chief Financial Officer

By: *R David Montoya*
R David Montoya (Dec 14, 2023 10:08 MST)

R. David Montoya
Chief Finance Officer

By: *Julie Chaplain*
Julie Chaplain (Dec 14, 2023 10:07 MST)

Julie Chaplin
Assistant Superintendent

Exhibit B

Colorado Department of Education Approvals:

- Approved vendor for Early Literacy Assessment Tool Grant (Reading/Spanish K-3)
- Approved vendor for Turnaround Schools
- Approved interim assessment provider
- State-approved READ Act assessment vendor
- Approved for Colorado READ Act's Advisory List of Instructional Programming (supplemental and intervention categories)

Product Overview Descriptions (click to learn more):

- Istation Program Overview
- Istation Reading
- Istation Spanish
- Istation Math
- Formative Assessments
- Dual Language
- Early Childhood
- Middle School Reading
- School to Home Connection

Istation Pricing (annual subscription):

Full Program:

- Reading: $31 per student
- Spanish: $29 per student
- Math: $24 per student

*** We also offer site-based subscriptions – reach out to learn more!

Assessment only:

- Reading (K-8): $7.50 per student

- Reading (PreK): $6.25
- Spanish: $6.25 per student
- Math: $6.25 per student

*** We offer free pilots to explore our program – please reach out to learn more!

Istation Product Components document:

I have included a document below that provides an overview of what resources are included in Istation Reading, Math, Spanish programs and PD training.

Istation Product Components
Overview of Istation's Reading, Math and Español Programs

What Is Included in the Istation Program?
A one-year license for the **Istation Reading**, **Istation Math** and **Istation Español** solutions includes unlimited use of the following:

- Access to Istation Reading, Istation Math, and Istation Español at school and at home (or other locations away from school)
- Universal screener, progress monitor and benchmark for reading and math
- Monthly assessment and unlimited on-demand progress monitoring
- Automatic differentiated instruction through adaptive reading and math curriculum
- Free real-time reporting with a collection of robust, prebuilt reports
- Writing instruction in English for 3rd through 8th grade (6+1 traits of writing)
- Single sign-on capabilities

- Teacher-Directed Lessons (TDLs) that support blended intervention instruction
- Teacher Station—a collection of tools to aid with whole-class or small-group instruction
- Assignments feature, which allows teachers to assign specific lessons to individuals or small groups
- All software updates and upgrades throughout the license period
- Online professional development options (videos, manuals, FAQs and more)
- Vendor-provided data hosting
- Access on PCs, Macs, iPads, Chromebooks and Android devices
- Ongoing support throughout the license period

What Is Included with ISIP (Assessment) Only?
A one-year license for the **ISIP Reading**, **ISIP Math** and **ISIP Español** solutions includes unlimited use of the following:

- Universal screener, progress monitor and benchmark for reading
- Monthly assessment and unlimited on-demand progress monitoring
- Free real-time reporting with a collection of robust, prebuilt reports
- Ongoing support throughout the license period
- Single sign-on capabilities

- Teacher-Directed Lessons (TDLs) support blended intervention instruction
- All software updates and upgrades throughout the license period
- Online professional development options (videos, manuals, FAQs and more)
- Vendor-provided data hosting
- Access on PCs, Macs, iPads, Chromebooks and Android devices

What Is Included in Professional Development?

The faculty and staff will become well versed with all Istation components and given strategies for improving reading skills with the help of Istation's highly qualified professional development team.

Each unit of **onsite professional development** includes:

- Travel expenses for one trainer (transportation, food, etc.)

- Onsite training for up to 50 attendees (onsite training is typically one 5-6 hour day) in a district hosted computer lab

- Training customized for the attendees: implementation training, report training, TDL training, administration training and more

- Accompanying handouts for review

Each unit of **online professional development** (via webinar) includes:

- No travel costs for the trainer or the attendees

- Online training for up to 1,000 attendees (each webinar typically lasts 1-2 hours) in each attendee's choice of internet-connected location

- Training customized for the attendees: implementation training, report training, TDL training, administration training and more

- Accompanying handouts for review

Additional Costs

There are **absolutely no other costs** for Istation products. The program costs are inclusive of implementation, support, maintenance, hosting, shipping and the like.

SOFTWARE SERVICES AGREEMENT
BETWEEN IMAGINATION STATION, INC. DBA ISTATION
AND POUDRE SCHOOL DISTRICT R-1

This Software Services Agreement ("Agreement") is effective as of the 2nd day of May 2022, by and between Poudre School District R-1 ("District") and Imagination Station, Inc. dba Istation ("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 July 1, 2022 and continue through and including June 30, 2023, unless earlier terminated as provided herein. The Agreement, at the option of the District, may be extended for up to four (4) additional one-year terms.

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

    1.3.   Notwithstanding the planned term of an Agreement and/or any extensions thereof as provided in section 1.1 and 1.2 above, the District may terminate an Agreement at any time in its sole discretion for any reason, with or without cause, upon written notice served on the Contractor no less than thirty (30) days prior to the date of termination. In the event of such early termination by the District, the Contractor shall be paid up to the date of termination for services performed under and in accordance with this Agreement.

2.   **Deliverables and Purchase Price.**

    2.1.   The Contractor shall make its supplemental learning system for reading for use in the District's Kruse Elementary School, in accordance with the scope of work set forth in the attached Exhibit A (hereinafter the "Services").

    2.2.   The cost for Services as set forth in Exhibit B is One Thousand, Two Hundred and Thirty-Seven Dollars and Fifty Cents ($1,237.50), due and payable by the District thirty (30) days after receipt of Contractor's invoice.

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

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

2.4.1. Site-based credit cards and/or site-based restricted checks shall not be permitted for payment, unless approved by the District contact listed in section 9.

2.4.2. Schools shall receive a quote for Services conforming to the pricing, which shall be payable by the District thirty (30) days after receipt of Contractor's invoice.

2.4.3. Services provided by Contractor without conforming to section 2.5 of the Agreement shall be considered unauthorized and payment shall not be issued by the District.

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

2.5. 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.

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

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

2.8. The District understands and agrees that its students' access to and use of the Contractor's web-based system under this Agreement requires that it disclose confidential student records and information, as that term is defined below, to the Contractor. The Contractor

understands and agrees that if it fails to comply with any of the requirements under sections 4, 5, 6 or 7 below at any time during or after the term of this Agreement the District may, as applicable, terminate the Agreement and/or disqualify the Contractor from future agreements with the District.

3. **Definitions.**

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

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

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

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

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

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

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

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

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

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

   6.2.   Contractor may to the extent necessary to perform its obligations under the Agreement disclose confidential student records and information to subcontractors as identified in 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.** Contractor is a "school service contract provider" under the Colorado Student Data Transparency and Security Act (the "Act"). Under the Act, a "school service contract provider" is defined as an entity (other than the Colorado Department of Education, a K-12 public education entity or an institution of higher education) that enters into a formal, negotiated contract with the District to provide a "school service." Under the Act, a "school service" is defined as an Internet website, online service, online application or mobile application that: (a) is designed and marketed primarily for use in a preschool, elementary school or secondary school; (b) is used at the direction of District teachers or other District employees; and (c) collects, maintains or uses confidential student records and information.

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

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

8. **Remedies.** If Contractor or Subcontractors fail to comply with any of the foregoing requirements in sections 4, 5, 6 or 7 at any time during or after the term of the Agreement the District may, as applicable, terminate the Agreement and/or disqualify Contractor and any one or more of Subcontractors from future contracts and subcontracts with the District. Excluding any data breach, the District may allow an opportunity to cure a breach within thirty (30) days of written notice.

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

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

Imagination Station, Inc. dba Istation
Attn: Monika Flood
8150 North Central Expressway
Suite 2000
Dallas, TX 75206
Email: proposals@istation.com

10. **Insurance.** Contractor shall procure and maintain the required insurance specified below for the duration of this Agreement, which insurance shall be written for not less than the amounts specified or greater if required by law. 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 10 shall not reduce the indemnification liability that Contractor has assumed in section 11.

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)

<u>Minimum Limits</u>

    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.

    11.   **<u>Indemnification.</u>** The Contractor shall indemnify and hold harmless the District and the District's Board members, employees, representatives and agents from and against any and all liability arising from any suit, action, third party claims, grievance, or proceeding, including all attorneys' fees, costs and expenses, incurred as a result of any negligent or

intentional act or omission by Contractor, or its employees, agents, Subcontractors, or assignees related to the terms of this Agreement and any Services provided under this Agreement.

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

13. **General Provisions.**

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

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

13.3. **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

13.4. **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.

13.5. **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.

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

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

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

13.9. **Attorney Fees and Costs.** In the event it becomes necessary for either party to institute litigation 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.

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

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

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

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

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

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

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

IMAGINATION STATION, INC.
DBA ISTATION

POUDRE SCHOOL DISTRICT R-1

By _____
Monika Flood
Chief Financial Officer

By: _davem@psdschools.org davem@psdschools.org_
davem@psdschools.org davem@psdschools.org (May 10, 2022 15:24 MDT)

R. David Montoya
Executive Director of Finance

By: _K Samples_
K Samples (May 5, 2022 11:12 MDT)

Kirk Samples
Principal, Kruse Elementary School

Exhibit A

Istation and Poudre School District, CO

Provide a full price quote broken out for the full length of the requested time of use.	See Attached
Provide a detailed specific description of the product and scope of work to be completed. Descriptions should not include wording such as "most used" or "used by x amount of schools". *Service descriptions should be in detail and free of sales language, so that it is clear to the common person- "What are we buying?"*	Istation Reading is a **supplemental learning system** that adapts and individualizes learning content for students. Upon sign-in to Istation students are administered Istation's Indicators of Progress (ISIP) reading assessment. ISIP uses Computer Adaptive Testing to identify students' strengths and deficits and to classify those individuals at risk for not meeting end of year goals. Student's begin with an assigned set of grade-based assessments with more or less challenging subtests added based on each student's estimated overall reading ability score. Immediately following ISIP students are placed on individualized learning paths that provide explicit and direct lessons for targeted intervention and instruction that identifies needs and adjusts to each students' abilities. Teachers benefit from Istation through web-based technology that: • Provides critical interventions • Identifies students for small-group instruction • Selects from targeted teacher-led lessons • Compiles student skill strengths and weaknesses
What Student Data is collected through the use of the system? *List all Student Data that is collected, maintained, generated, or inferred through use of service.* *This includes information created or collected by the company*	See below
Student first & last name	Used to create unique user accounts
Campus codes	Used to create unique user accounts and identify school where student is enrolled
Security Information	Username, passwords, password hints used to create unique user accounts

Any identification numbers issued by the school	Used to create unique user accounts
District assigned grade	Used to create unique user accounts
Resource-related responses including but not limited to correct/incorrect responses to assessment	used to group students according to risk level and skill need and for teacher data collection
Resource-related responses including but not limited to correct/incorrect responses to assessment	Used to provide instructional guidance to teachers
date/time of user session	used for teacher data collection
IP address where login occurs	Used to provide technical support and improve experience
Logons	used to monitor and audit access and prevent unauthorized access
Transactions	used to monitor and audit access and prevent unauthorized access, to improve experience and provide technical support
Minutes used	used to monitor and audit access and prevent unauthorized access and for teacher data collection.
Data accessed such as pages visited, downloads, or searches requested	used to monitor and audit access and prevent unauthorized access
Session timeouts	used to monitor and audit access and prevent unauthorized access
Gender	Optional – may be used to enhance reporting
Race	Optional – may be used to enhance reporting
Special education status	Optional – may be used to enhance reporting
Classroom instructional type (ESL; Bilingual)	Optional – may be used to enhance reporting
Economically disadvantaged	Optional – may be used to enhance reporting
English proficiency	Optional – may be used to enhance reporting
Disability condition	Optional – may be used to enhance reporting
Gifted/Talented	Optional – may be used to enhance reporting
Homeless	Optional – may be used to enhance reporting
Migrant	Optional – may be used to enhance reporting
Ethnicity	Optional – may be used to enhance reporting
Birthday	Optional – may be used to enhance reporting
Browser Information	Used to provide technical support and improve experience
Skill Growth	Used to show each skill assessed and progress made by student by performance level and/ or tier level
Assessment Completion	Used to show which students have completed assessment for reporting period
Lexile level	Shows students' Lexile score
Student Progress	Used to show student progress through Istation Reading cycles of instruction by reading areas
Student Performance	Used to show student performance data from most recently completed ISIP

What is the purpose for collecting Student Data?	The purpose of collecting data is to create unique user accounts and to obtain student assessment and instruction results to provide teachers with formative insight to guide instructional decision-making and intervention strategies.
What third-parties does the vendor partner with, who may receive Student Data in any format? *This includes storage and vendors receiving encrypted data.*	Rackspace Amazon AWS Clever OneRoster Salesforce
What is the purpose of these third-party partners?	Rackspace – Web Hosting Amazon AWS- Web Hosting Clever- Student rostering OneRoster- Student rostering Salesforce- Sales Reps/Managers
Please provide: - W9 - Name and email for contract notices - Name and title of the person who will signing the contract.	See attached W9 Contract notices and requests for signatures should be addressed to: Monika Flood, Chief Financial Officer Email: proposals@istation.com

What is the purpose for collecting Student Data?	Student data gathered from ISIP **assists in the identification of students** who need additional support or different forms of support in order to achieve reading goals. Data confirms student progress, guides proactive learning interventions, and documents those interventions.
What third-parties does the vendor partner with, who may receive Student Data in any format? *This includes storage and vendors receiving encrypted data.*	Rackspace Amazon AWS Clever OneRoster Salesforce
What is the purpose of these third-party partners?	Rackspace – Web Hosting Amazon AWS- Web Hosting Clever- Student rostering OneRoster- Student rostering Salesforce- Sales Reps/Managers
Please provide: • W9 • Name and email for contract notices • Name and title of the person who will signing the contract.	See attached W9 Contract notices and requests for signatures should be addressed to: Monika Flood, Chief Financial Officer Email: proposals@istation.com

Exhibit B

Quote Q-42333-1

Prepared For:
Kruse Elementary School
4400 Mcmurry Ave
Fort Collins, CO
80525-3431

Your Istation Partner:
Eric Longoria
Account Executive
elongoria@istation.com
+1 3039636955

8150 North Central Expressway, Suite 2000
Dallas, TX 75206
Phone: 1-866-883-READ (7323)
Email: orders@istation.com

Quote: Q-42333-1
Prepared For: Kruse Elementary School
Expires On: 7/31/2022

DISCLAIMER: Pricing is as quoted and subject to change with any edits to bundle configurations, enrollment updates, or other revisions. Taxes in particular, if applicable, should be verified before issuing any PO.

ISIP™ Advanced Reading Student Assessment

QTY	PRODUCT	Start Date	Months	End Date	CAMPUS	PRICE
165	ISIP™ Advanced Reading Student Assessment	7/1/2022	12	6/30/2023	Kruse Elementary School	$1,237.50
				ISIP™ Advanced Reading Student Assessment TOTAL:		$1,237.50

SUBTOTAL:	$1,237.50
TAX (if applicable):	
CUSTOMER TOTAL:	$1,237.50

8150 North Central Expressway, Suite 2000
Dallas, TX 75206
Phone: 1-866-883-READ (7323)
Email: orders@istation.com

Quote: Q-42333-1
Prepared For: Kruse Elementary School
Expires On: 7/31/2022

DISCLAIMER: Pricing is as quoted and subject to change with any edits to bundle configurations, enrollment updates, or other revisions. Taxes in particular, if applicable, should be verified before issuing any PO.

Additional Options (to be paid in full). Totals do not include tax (if applicable):

Choose 1, 2, or 3 year Subscription

		1 YEAR SUBSCRIPTION		2 YEAR SUBSCRIPTION		3 YEAR SUBSCRIPTION
Additional Discount Amount:		*Quoted Price*		($74.25)		($222.75)
% Discount:		*Quoted Price*		3.00%		6.00%
Your Total Cost:		$1,237.50		$2,400.75		$3,489.75

Subscription Start Date: 7/1/2022   Subscription Term: 12   Subscription End Date: 6/30/2023

Please email or fax the following items to 214-291-5534 or orders@istation.com.   Failure to provide the below will cause a delay in processing your order.
   •   Signed Purchase Order that includes the quote number
   •   Signature page of this Quote (choose subscription length)

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and delivered by their respective authorized representatives whose signatures appear below.

Istation

Signature: *Monika Flood*

Printed Name: Monika Flood

Title: Chief Financial Officer

Dated: 12.14.2023

Kruse Elementary School

Signature: _____

Printed Name: _____

Title: _____

Dated: _____

PO # (if available): _____

To ensure timely fulfillment, please provide the requested contact information below:

Primary Implementation Contact

Name: _____

Email: _____

Phone: _____

Accounts Payable / Billing Contact

Name: _____

Email: _____

Phone: _____

District Technology Contact

Name: _____

Email: _____

District Data Contact

Name: _____

Email: _____

Phone: _____   Phone: _____

8150 North Central Expressway, Suite 2000
Dallas, TX 75206
Phone: 1-866-883-READ (7323)
Email: orders@istation.com

Quote: Q-42333-1
Prepared For: Kruse Elementary School
Expires On: 7/31/2022

TERMS OF USE:

The following Terms of Use and Service (these "Terms") are important. Please read carefully.

Istation provides customers with a variety of resources, including, but not limited to, (i) one or more of Istation's interactive educational-based applications (collectively the "**Licensed Applications**"), (ii) Istation's Internet Web site (the "**Web Site**"), currently located at www.istation.com, (iii) account information regarding the Licensed Applications and the Web Site, (iv) materials and documentation (including, but not limited to, preprinted forms, form letters, resource materials, lesson plans, books, images of Istation characters, and so-called "Black Line Masters" coloring-book style pictures) available from the Web Site (collectively the "**Downloadable Materials**"), (v) reports, calculated results, scoring, graphs and any other materials derived from Istation's algorithmic software features (collectively the "Scoring and Reporting Resources"), (vi) Processed Data, as defined hereinafter, and (vii) news and information about Istation, the Licensed Applications, and the Web Site. Any and all of the foregoing resources (including, but not limited to, the Licensed Applications, the Web Site, and the Downloadable Materials), together with any other resources made available by Istation, are collectively the "**Resources**".

For purposes of these Terms, references to "**You**" or "**Your**" mean (i) you in your individual capacity, (ii) your company ("**Your Company**"), which may be a school or school district, and (iii) authorized users of Your Company, who are students, employees, representatives, and agents of Your Company that are registered with Istation and that have a valid security identification and password to access and use the Resources (collectively the "**Authorized Users**").

Each of the Resources is provided to You conditioned on Your acceptance, without modification, of these Terms, which constitute a legally binding agreement between Istation and You. YOUR ACCESS OR USE OF ANY RESOURCE CONSTITUTES YOUR AGREEMENT TO BE BOUND BY THESE TERMS FOR ALL RESOURCES. IF YOU DO NOT AGREE TO THESE TERMS, YOU MAY NOT ACCESS OR USE ANY RESOURCE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THESE TERMS SHALL BE BINDING ON YOU UPON THE EARLIER TO OCCUR OF (i) YOUR EXECUTION OF THESE TERMS, (ii) THE DATE THAT YOU DOWNLOAD ANY LICENSED APPLICATION OR DOWNLOADABLE MATERIAL FROM Istation, (iii) THE DATE OF DELIVERY OF ANY LICENSED APPLICATION OR DOWNLOADABLE MATERIAL BY Istation TO YOU, AND (iv) THE DATE ON WHICH YOU ACCESS OR USE ANY OF THE RESOURCES THROUGH THE WEB SITE.

1. **Changes to Terms.** Istation may, from time to time and at Istation's sole discretion, modify these Terms without individual notice to You. So long as the Web Site remains operational, the current version of these Terms will be posted on the Web Site, which You can review by clicking on the "Terms of Use" link located on the Web Site. The modified Terms will be effective immediately upon posting on the Web Site. You agree to the new posted Terms by continuing Your use of the Resources. You agree to review the Terms periodically on the Web Site. If You do not agree with the modified Terms posted on the Web Site, Your only remedy is to discontinue using the Resources.

2. **Privacy Statement.** Istation's Privacy Statement (the "**Privacy Statement**") is incorporated into, and made a part of, these Terms. The Privacy Statement relates to Istation's collection and use of Your personal information. You consent to the terms and conditions of the Privacy Statement.

3. **Subscription.**
   1. Most (if not all) of the Resources require You to purchase a subscription from Istation before You may use or access them (a "**Subscription**"). You may purchase a Subscription to one or more Resources (the "**Purchased Resources**") by paying the then-current subscription fee to Istation (the "**Subscription Fee**") for such Purchased Resources, as such Subscription Fee is determined by Istation. Each Subscription Fee shall cover a specified period of time for the Purchased Resources (the "**Subscription Period**"). Upon expiration of the Subscription Period for a Purchased Resource, Your access and use of the Purchased Resources shall expire, and You shall no longer be entitled to access or use such Purchased Resources, unless You renew Your Subscription to such Purchased Resources by paying the then-current Subscription Fee for such Purchased Resources. Any Professional Development purchases including Onsite Training, Webinars, and Implementation services must also be used within the current Subscription Period and may not be rolled over into later Subscription Periods. Istation may, from time to time and at Istation's sole discretion, modify the Subscription Fees for any and all Resources without individual notice to You.
   2. In the event You purchase a Subscription to a Purchased Resource, You will be required to register (the "**Registration**") and obtain a user account (a "**User Account**") for each Authorized User's access to, and use of, such Purchased Resource provided, however, that each Purchased Resource may, as determined by Istation, (i) be limited to a maximum number of Authorized Users (such as students) and (ii) have other restrictions applicable to such Purchased Resource. During Registration for each and every Purchased Resource, You agree to submit accurate, current, and complete information about You (including, but not limited to, Your Company and the Authorized Users) and promptly update such information. Should Istation suspect that any such Registration information is untrue, inaccurate, not current, or incomplete, Istation has the right to suspend or terminate use of any and all Resources and User Accounts. Upon Registration, each Authorized User will be assigned a personal, nontransferable password tied to a specific User Account. You are solely responsible for (i) any and all activities that occur under the User Accounts and (ii) ensuring that Authorized Users exit or log off from User Accounts at the end of each session of use. Users Accounts cannot be shared and may be used only by the Authorized User to whom the User Account is registered. User Accounts cannot be assigned to any third party vendors or other entities seeking to use the Purchased Resources for use in their products and/or for commercial use or monetary gain. You shall notify Istation immediately of any unauthorized use of the Authorized Users' passwords or the User Accounts or any other breach of security that is known or suspected by You. Where the number of Authorized Users for a Purchased Resource falls below the maximum number permitted under Your Subscription for such Purchased Resource, You may designate other students as replacement Authorized Users with respect to such Purchased Resource. You are responsible for Registration of all Authorized Users and all acts and omissions (whether authorized or unauthorized) of the Authorized Users.

4. **Intellectual Property.**
   1. Istation Intellectual Property. All Resources (including, but not limited to, the Licensed Applications, the Web Site, the Downloadable Materials, and the Scoring and Reporting Resources), and all materials displayed on, or contained within, the Resources (including, but not limited to, the Licensed Applications, the Web Site, and the Downloadable Materials, Scoring and Reporting Resources), such as the

design, "look and feel", text, editorial materials, informational text, photographs, illustrations, artwork and other graphic materials, audio, video, names, logos, trademarks, and service marks of or on the Resources (collectively the "**Resource Materials**"), whether publicly posted or privately transmitted, as well as all derivative works of the Resources and the Resource Materials, are the exclusive property of, and exclusively owned by, Istation and Istation's licensors and are protected by copyright, trademark, trade secret, and other intellectual property laws. The Istation name, designs, and related marks contained within the Resources and the Resource Materials are trademarks of Istation and Istation's licensors. You do not acquire any ownership rights in or to the Resources or any Resource Materials through Your access to, or use of, the Resources, and You possess only those limited rights expressly granted to You in these Terms. Istation reserves all right, title, and interest in and to the Resources and the Resource Materials.

2. Your Data. As between You and Istation, You are and will remain the owner of all right, title, and interest in and to all of Your Data. For purposes of these Terms, "**Your Data**" means information, data, and other content that is collected, downloaded, or otherwise received, directly or indirectly from You or an Authorized User by or through the Purchased Resources. Notwithstanding the foregoing, Your Data shall not include any information, data and other content that incorporates or is otherwise derived from the processing of such information, data, and content by or through the Purchased Resources (the "Processed Data").

5. **License.** Subject to compliance with the Subscription and Registration terms and conditions contained in Section 3 (Subscription), including, but not limited to, possessing a valid User Account and related password and restricting access and use to Authorized Users, Istation grants to You a personal, limited, nonexclusive, nontransferable, and revocable license to access and use the Purchased Resources and related Resource Materials, but only during the Subscription Period applicable to each such Purchased Resource, solely for Your educational purposes and subject to these Terms.

6. **Restrictions.**
    1. Any copies that You make of the Resources or the Resource Materials must retain all proprietary, copyright, trademark, or service mark legends and other notices.
    2. Access and use of the Resources and the Resource Materials is permitted only as expressly provided in these Terms.
    3. You may not (i) upload, post, publish, transmit, distribute, disseminate, display, perform, disclose, rent, lease, modify, loan, broadcast, or circulate any Resource or any Resource Material, (ii) operate or make available any Resources or any Resource Material in a service bureau, time-sharing, or other managed services environment, (iii) participate in the transfer, sublicense, assignment, or sale of any Resource or any Resource Material, (iv) access or use any Resource or Resource Material for purposes of competitive analysis of the Resource, Resource Materials, or Purchased Resources, or use or provide third-party access to Your Data or Processed Data, either directly or indirectly, for the development, provision, advertising, marketing, or use of a competing software service or product or any other purpose that is to the Istation's detriment or commercial disadvantage, or (v) modify or create any derivative work of any Resource or any Resource Material or in any way exploit any Resource or any Resource Material provided, however, that You may download and use the Downloadable Materials in furtherance of Your education of the Authorized Users who are students, subject to any instructions or limitations provided with, or as part of, such Downloadable Materials.
    4. You may not use any of the trademarks of Istation, or Istation's licensors, suppliers, or service providers, contained in any Resource or any Resource Material. No portion of the Resources or the Resource Materials may be stored in a computer except for educational and noncommercial use.
    5. You may not copy the Resource or the Resource Materials provided, however, that You may copy the Downloadable Materials in furtherance of Your education of the Authorized Users who are students, subject to any instructions or limitations provided with, or as part of, such Downloadable Materials.
    6. You may not disassemble, decompile, or reverse engineer any Resource or any Resource Material or otherwise attempt to determine the makeup or source code of any Resource.
    7. You may not upload any data, including any and all of Your Data, to, or otherwise access or use, any Resource or Resource Material in any manner that would materially impact the operation of such Resource or Resource Material.
    8. You may not allow access to, disclose or otherwise provide Processed Data to any third-party except for use in connection with and for the benefit of Your internal business purposes i.e. research. In no manner shall you allow or assign access to any of the Purchased Resources or Resource Materials, including but not limited to, the Reporting and Scoring Resources or Processed Data, for any third party vendors entities or other persons seeking to use for their own products or services, for commercial use or monetary gain, or otherwise.
    9. Any deviations from any of these Terms require prior written consent from Istation.

7. **Conduct.**
    1. You agree not to (or permit anyone else to) (i) upload, transmit, post, e-mail, or otherwise make available through the Resources any content or other material in any format that (a) is illegal, false, inaccurate, unlawful, harmful, hateful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, profane, offensive, pornographic, invasive of another's privacy, libelous, or otherwise objectionable or inappropriate or (b) contains any viruses, worms, Trojan horses, corrupted files, or any other similar software or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment; (ii) alter, remove, or falsify any attributions or other proprietary designations of origin or source of any other content appearing in or on the Resources or the Resource Materials; (iii) take any action that imposes an unreasonable or disproportionately large load on Istation's infrastructure; (iv) use any automated means to download data from any of the Resources' databases or engage in any data gathering, mining, harvesting, or extraction methods from any Resource for any purpose; (v) impersonate another person or entity or use any fake name or identity; (vi) allow any other person or entity to use Your identification or User Account for any purpose; or (vii) violate any applicable law, rule, regulation, or right, including, but not limited to, intellectual property and privacy rights. The use of any device, software, or routine that interferes or attempts to interfere with the proper working of any Resource is expressly prohibited.
    2. By posting, uploading, inputting, providing, or submitting information, data (including, but not limited to, Your Data, student data or student information, such as personally identifiable information about students and writings prepared by students), or materials to or through any Resource (including, but not limited to, through the Web Site) (collectively the "**Submissions**"), You are granting Istation, Istation's affiliated companies, and necessary sublicensees, subject to the Privacy Statement, irrevocable permission to use in perpetuity, without compensation and without restriction (including, but not limited to, a worldwide, transferable, perpetual, royalty-free, fully paid-up license), Your Submissions, including, but not limited to, the rights to copy, distribute, transmit, publish, publicly display, use, publicly perform, reproduce, edit, translate, reformat, modify, and prepare derivative works of Your Submissions. No compensation will be paid with respect to the use of Your Submissions. Istation is under no obligation to post or use any Submission You may provide. By posting, uploading, inputting, providing, or submitting Your Submissions, You represent and warrant that (i) You own or otherwise control all of the rights to Your Submissions as described in these Terms, (ii) such Submissions comply with these Terms, including Section 7(a) of these Terms, (iii) You have all necessary right and authority (including, but not limited to, all third-party consents) to post, upload, input, provide, and submit the Submissions, and (iv) with respect to Submissions of personal information of a child under 13 years of age, You have requested and received parental consent of such Submissions in compliance with, and such Submissions otherwise in compliance with, the Children's Online Privacy Protection Act of 1998 ("**COPPA**") and COPPA's rules and regulations.

8. **Security.**
    1. Istation will take commercially reasonable precautions to secure the Web Site against (i) unauthorized access by third parties and by unauthorized Istation employees, (ii) damage, disruption, and other activity aimed at Resource availability, and (iii) trespass or illegal actions. Istation reserves the right to temporarily deny and cancel access privileges for anyone suspected of attempting to work outside parameters that threaten the security of the Resource, the Resource Materials, Your Submissions (including, but not limited to, data submitted by You), or Istation's providing the Resources.
    2. NOTWITHSTANDING SECTION 8a, YOU ACCEPT SOLE RESPONSIBILITY FOR THE ACCURACY, ADEQUACY, AND LEGALITY OF, AND LIABILITIES ASSOCIATED WITH, YOUR SUBMISSIONS (INCLUDING, BUT NOT LIMITED TO, DATA SUBMITTED BY YOU AND WRITINGS PREPARED BY STUDENTS) AND FOR ALL RESULTS OBTAINED THEREFROM. You are liable for any and all expenses, losses, damage to the reputation of Istation, and damages to the Resources, the Resource Materials, or components thereof arising out of, or caused by, the negligent or willful misconduct of You or Your agents. Istation assumes no liability for any damages You may suffer as a result of interception, alteration, or misuse of any information transmitted over the Internet.

1. **No Control over Submissions.**
    1. Istation HAS NO CONTROL OVER YOUR SUBMISSIONS AND IS NOT RESPONSIBLE FOR ANY SUBMISSIONS (SUCH AS STUDENT DATA OR WRITINGS PREPARED BY STUDENTS), INCLUDING, BUT NOT LIMITED TO, SUBMISSIONS THAT (i) ARE DISCOVERED TO BE INACCURATE OR MISSING, (ii) ARE CORRUPTED DUE TO TECHNOLOGICAL OR OTHER CAUSES BEYOND THE REASONABLE CONTROL OF Istation, AND (iii) CONTAIN OFFENSIVE OR INAPPROPRIATE LANGUAGE OR THREATS OR ACTS OF VIOLENCE.
    2. Istation reserves the right to take archiving and other measures that Istation deems necessary in order to ensure high-quality server performance and maintenance of Istation's servers.
2. **No Endorsement of Third-Party Sites.**
    1. The Web Site may reference or contain links to third-party Web sites, resources, and advertisers (collectively "**Third-Party Sites**"). Your linking to such Third-Party Sites is at Your own risk. Istation is not responsible for the accuracy or reliability of any content, data, opinions, advice, statements, or other information on the Third-Party Sites. Istation also is not responsible for the availability of these Third-Party Sites, nor is Istation responsible for the aesthetics, appeal, suitability to taste, or subjective quality of informational content, advertising, products, or other materials made available on or through such Third-Party Sites. No endorsement of any third-party content, information, data, opinions, advice, statements, goods, services, or products is expressed or implied by any information, material, or content of any third party contained in, referred to on, included on, or linked from or to the Web Site. Under no circumstances shall Istation or any affiliated providers be held responsible or liable, directly or indirectly, for any loss, injury, or damage caused or alleged to have been caused to You in connection with the use of, or reliance on, any content, information, data, opinions, advice, statements, goods, services, or products available on such Third-Party Sites. You should direct any concerns to the respective Third-Party Site's administrator or Webmaster. Any links to Third-Party Sites do not imply that Istation is legally authorized to use any trademark, trade name, logo, or copyright symbol displayed in, or accessible through, such links or that any linked Third-Party Site is authorized to use any trademark, trade name, logo, or copyright symbol of Istation.
    2. You may not create an Internet "link" to the Web Site or "frame" or "mirror" any Resource Materials without Istation's prior written permission for each such instance. Additionally, the Web Site may contain links to other pages within the Web Site that are "dead" or that no longer work. Please report any such dead links that You encounter.
3. **Disclaimer.**
    1. In purchasing a Subscription to a Purchased Resource, You are being granted access to an interactive Resource for individualized instruction. Given the nature of the Resources, there are many factors outside the reasonable control of Istation that may affect the access to, and use of, the Resources and the Resource Materials, including, but not limited to, failures or difficulties with the Internet or data provided by You. You remain solely responsible for acting or deciding not to act on the results of data input into the Resources and the handling of such results. In providing the Resources, Istation shall not be responsible for loss of data associated with the failure of Your equipment, software, or any information service provider.
    2. YOU EXPRESSLY AGREE THAT USE OF THE RESOURCES AND THE RESOURCE MATERIALS (INCLUDING, BUT NOT LIMITED TO, ANY AND ALL FORMS AND FORM LETTERS MADE AVAILABLE BY Istation) IS AT YOUR SOLE RISK. THE RESOURCES AND THE RESOURCE MATERIALS MAY INCLUDE TECHNICAL OR OTHER INACCURACIES OR TYPOGRAPHICAL ERRORS, AND THE RESOURCES AND THE RESOURCE MATERIALS ARE PROVIDED TO YOU ON AN "AS IS," "WHERE IS," AND "WITH ALL FAULTS" BASIS, WITHOUT WARRANTIES OR REPRESENTATIONS OF ANY KIND. THE AFFILIATED GROUP MAKES NO REPRESENTATIONS AND DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES AND CONDITIONS OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, REPRESENTATIONS, WARRANTIES, OR CONDITIONS REGARDING ACCURACY, USEFULNESS, TIMELINESS, COMPLETENESS, NONINFRINGEMENT, SATISFACTORY QUALITY, MERCHANTABILITY, QUIET ENJOYMENT, OR THOSE ARISING BY LAW, STATUTE, USAGE OF TRADE, OR COURSE OF DEALING. THE AFFILIATED GROUP AND THE AFFILIATED GROUP'S LICENSORS, SERVICE PROVIDERS, AND SUPPLIERS ASSUME NO RESPONSIBILITY TO YOU OR TO ANY THIRD PARTY FOR THE CONSEQUENCES OF ANY ERRORS OR OMISSIONS OR LACK OF ACCURACY, COMPLETENESS, OR USEFULNESS OF ANY RESOURCES OR RESOURCE MATERIALS. ISTATION RESERVES THE RIGHT, IN ISTATION'S SOLE DISCRETION, TO CORRECT ANY ERRORS OR OMISSIONS IN ANY PORTION OF THE RESOURCE OR THE RESOURCE MATERIALS. Istation MAY MAKE ANY OTHER CHANGES TO THE RESOURCES OR THE RESOURCE MATERIALS AT ANY TIME WITHOUT NOTICE.
    3. ISTATION STRIVES TO KEEP THE RESOURCES AND RESOURCE MATERIALS ACCURATE, CURRENT, AND UP TO DATE. HOWEVER, Istation CANNOT GUARANTEE THAT ALL MATERIALS AND ALL RESOURCE MATERIALS (INCLUDING, BUT NOT LIMITED TO, FORMS AND FORM LETTERS) ARE COMPLETELY CURRENT OR STRICTLY COMPLY WITH ALL APPLICABLE LAW, INCLUDING, BUT NOT LIMITED TO, EDUCATIONAL INITIATIVES OR EDUCATIONAL TESTING REQUIREMENTS. THE LAW IS DIFFERENT FROM JURISDICTION TO JURISDICTION AND IS ALSO SUBJECT TO INTERPRETATION BY DIFFERENT COURTS AND OTHER GOVERNING BODIES. THE LAW IS A PERSONAL MATTER, AND NO GENERAL INFORMATION OR TOOLS LIKE THE RESOURCES OR THE RESOURCE MATERIALS CAN FIT EVERY CIRCUMSTANCE. FURTHERMORE, THE INFORMATION CONTAINED ON THE WEB SITE AND IN THE RESOURCES AND RESOURCE MATERIALS IS NOT LEGAL ADVICE AND IS NOT GUARANTEED TO

BE CORRECT, COMPLETE, OR UP TO DATE. THEREFORE, IT IS RECOMMENDED THAT YOU SEEK INDEPENDENT LEGAL ADVICE REGARDING THE SUITABILITY OF THE RESOURCES AND THE RESOURCE MATERIALS.

4. Istation MAKES NO WARRANTY THAT (i) THE RESOURCES OR THE RESOURCE MATERIALS WILL MEET YOUR REQUIREMENTS, (ii) THE RESOURCES OR THE RESOURCE MATERIALS WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF RESOURCES OR RESOURCE MATERIALS WILL BE ACCURATE OR RELIABLE, OR (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIALS PURCHASED OR OBTAINED BY YOU AS PART OF THE RESOURCES OR RESOURCE MATERIALS WILL MEET YOUR EXPECTATIONS.

4. **Violations of Terms.** Istation reserves the right to seek all remedies available at law and in equity for violations of these Terms, including, but not limited to, the right to block or restrict access from a particular Internet address to the Web Site.

5. **Miscellaneous.**

1. You agree to comply with all applicable laws, rules, regulations, orders, and ordinances of the United States of America and in any other state, county, or city with jurisdiction over You or Your activities under these Terms. If any provision of these Terms is held to be illegal, invalid, or unenforceable, then that provision shall be fully severable from these Terms and shall not affect the legality, validity, or enforceability of the remaining provisions of these Terms. Failure of Istation to enforce any of the terms or conditions of these Terms, unless waived in writing, shall not constitute a waiver of Istation's right to enforce each and every term and condition of these Terms. To the extent You have entered into any separate license agreement with Istation for access to, or use of, a Resource (the "**Additional Terms**"), such Additional Terms are incorporated into these Terms by reference. To the extent there is any conflict between these Terms and any Additional Terms, the Additional Terms shall control.

2. A printed version of these Terms and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon, or relating to, these Terms to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish of Istation and You that these Terms of Use and all related documents be drawn up in English as spoken in the United States.

3. You may not assign these Terms (or delegate Your rights, duties, or obligations under these Terms) without Istation's prior, express, and written consent.

PRIVACY STATEMENT:

This Privacy Statement is incorporated in, and subject to, the Terms of Use and Service for Imagination Station, Inc. ("**Istation**"). Please refer to those terms for definitions of words with initial capitals letters that are not otherwise defined in this Privacy Statement. Istation encourages you to read this Privacy Statement carefully. For purposes of this Privacy Statement, references to "**You**" or "**Your**" mean (i) you in your individual capacity, (ii) your company, which may be a school or school district, and (iii) students, employees, representatives and agents of Your school or school district that are registered with Istation and that have a valid security identification and password to access and use the Resources (collectively the "**Authorized Users**").

As noted in the Terms of Use, Istation provides its customers with a range of educational resources, including, but not limited to, (i) Istation's interactive educational-based applications (collectively the "**Licensed Applications**"), (ii) Istation's Internet Web site (the "**Web Site**"), currently located at www.istation.com, (iii) account information regarding the Licensed Applications and the Web Site, (iv) materials and documentation (including, but not limited to, preprinted forms, form letters, resource materials, lesson plans, books, images of Istation characters, and so-called "Black Line Masters" coloring-book style pictures) available from the Web Site (collectively the "**Downloadable Materials**"), and (v) news and information about Istation, the Licensed Applications, and the Web Site. Any and all of the foregoing resources (including, but not limited to, the Licensed Applications, the Web Site, and the Downloadable Materials), together with any other resources made available by Istation, are collectively referred to as the "**Resources**".

What Personally Identifiable Information Is Collected by Istation?

"**Personally Identifiable Information**" generally refers to any data that could potentially identify a specific individual. While You have access to the Resources, Istation may collect the following Personally Identifiable Information about You:

- Your first and last name
- **Teachers and administrators only** – Your contact information, such as email addresses, mailing addresses, and phone numbers
- Your school and school district
- Any identification numbers issued by Your school and/or Your school district to You, including teacher numbers, administrator numbers, and student numbers;
- Security information, such as usernames, passwords, and password hints;
- Browser information, such as browser version, IP address, and the presence of various plug-ins and tools;
- **Students only** – "Demographic Data," such as gender, race, special-education status, socio-economic status, and English language learner status, but only to the extent provided by Your school or Your school district;
- Resource-related responses submitted by You, including, but not limited to responses to interactive activities and assessments;
- Resource use behavior, such as pages visited, downloads, or searches requested; and
- Resource use results, but only to the extent that such results identify one or more (i) students, (ii) teachers, (iii) classrooms within an identified school, (iii) grades within an identified school or school district or (iv) schools (collectively "**Identifiable Use Results**"). Identifiable Use Results do not include Resource use results for school districts or for geographic regions that do not identify a specific school (such as Resource use results reported (i) on a county-wide basis, (ii) within a defined territory [whether officially or unofficially defined], such as North Texas, or (iii) within a metropolitan area, such as Dallas-Fort Worth).

Personally Identifiable Information does not include "De-identified Information," which is any data or information that cannot be traced back to an individual (except for Identifiable Use Results, as defined above). For example, a table listing the number of students in each grade at a specific school using a particular Resource would not be Personally Identifiable Information.

How Is Personally Identifiable Information Used and/or Disclosed?

Istation does not sell Personally Identifiable Information to any affiliated entity of Istation or any third-party, nor does it use such information for any sort of behavioral advertising. However, Istation may use and disclose Personally Identifiable Information for a range of educational, compliance and quality assurance purposes. Istation may use Personally Identifiable Information for the following purposes:

- To provide status reporting notices to teachers and administrators about the Resources (e.g. – an email prompting a teacher to log in to see his or her students' latest assessment results);
- To internally analyze data regarding the use of the Resources;

- To track students' usage of the Resources over time, including performance metrics collected over multiple school years;
- To send You (**teachers and administrators only**) updates, promotional/advertising materials, and newsletters related to the Resources and Istation's products and services or to otherwise market specific Istation services or offers to You. If You want to stop receiving promotional/advertising/marketing materials from Istation, You will have the option to unsubscribe;
- To respond to Your questions or comments; and
- To customize content within the Resources, to improve the Resources' content and functionality and to develop new products and updates.

Istation may disclose Personally Identifiable Information to the following individuals or entities under the following circumstances:
- To Istation's employees who need to access the Personally Identifiable Information to perform their jobs;
- To third parties, including contractors, vendors, and service providers, that assist with the production, implementation or servicing of the Resources, but only after receiving satisfactory assurances from each third-party that its data privacy and security protections are at least as stringent as those of Istation;
- To Authorized Users as determined by each school or school district at issue. Generally, but subject to determination by the school at issue or the school district at issue,
  1. a teacher may only see the Personally Identifiable Information of the students in the teacher's classroom,
  2. a principal may only see the Personally Identifiable Information of those students and teachers in the principal's school, and
  3. a school district-level administrator may only see the Personally Identifiable Information of those students and teachers in the administrator's school district;
- To third parties, and solely for educational purposes, when Istation has the consent of the school or school district at issue, including Identifiable Use Results that identify specific individual students if Istation has received a written acknowledgement from the school or school district that it has obtained the student's consent to such disclosure;
- When Istation believes that sharing Personally Identifiable Information is reasonably necessary in order to (i) protect or defend the legal rights, interests, property, safety, or security of Istation, its employees or contractors, or the public, (ii) protect or defend against, or otherwise address, fraud, security, or technical issues, (iii) comply with, or respond to a law, regulation, legal request, legal process, legal requirement, judicial proceeding, or court order, or (iv) investigate a possible crime, such as fraud or identity theft;
- In connection with an actual or potential sale, purchase, acquisition, merger, reorganization, bankruptcy, liquidation, dissolution, or similar transaction or proceeding of or involving Istation, but only to the extent that the purchasing, acquiring or successor entity agrees to implement data privacy and security protections with respect to Personally Identifiable Information that are at least as stringent as those of Istation.

Istation is permitted to use and/or disclose Personally Identifiable Information about You when Istation has Your consent. Istation does not need Your consent to use De-identified Information.

Can I Access or Change My Personally Identifiable Information?

Each school and/or school district is permitted via functionality made available by the Resources to determine what Personally Identifiable Information (if any) is accessible by Authorized Users and to which Authorized Users in particular. In certain circumstances, a school and/or school district may be entitled to permit one or more Authorized Users to change Personally Identifiable Information. Any requests by Students or parents to access and/or change Personally Identifiable Information must be made to the school and/or school district in the first instance, and these entities will maintain a record of all such access and amendment requests and of any actual changes made. To the extent that a student and/or parent makes a direct request to Istation to access and/or amend Personally Identifiable Information, Istation will forward that request to the school and/or school district for response.

Data Retention

Unless required by law to maintain certain information for a longer period of time, Istation retains Personally Identifiable Information only for as long as a student's school and/or school district maintains a subscription with Istation to one or more of the Resources. Once a subscription to a particular Resource is cancelled or otherwise terminated, Istation will typically retain any Personally Identifiable Information related to that Resource for sixty days after cancellation/termination to allow for temporary lapses in subscription services, at which point that information is destroyed. Personally Identifiable Information may also be destroyed at any time at the request of the school and/or school district.

Website and Resource Security

Istation recognizes its responsibility to protect the Personally Identifiable Information that You entrust to it. Istation uses a variety of secure techniques to protect Your information, including secure servers, firewalls, access limitations on Istation's servers and password protections that guard against unauthorized access. Additionally, the information that You send Istation via the Website, including student usage information and passwords, may be encrypted, a process used to scramble information and make it extremely difficult to read if wrongly intercepted. Istation utilizes industry standard Secure Sockets Layer (SSL) technology to allow for the encryption of Personally Identifiable Information. All Personally Identifiable Information sent to Istation is encrypted during transmission, such as during login. Once the data reaches Istation's server, Personally Identifiable Information is stored on a secure database, and access to this information is password protected.

Use of "Cookies"

"Cookies" are small pieces of information that some websites store on Your computer's hard drive when You visit them. This element of data is a piece of text, not a program, that contains information identifying a user. When a user revisits a Website, his or her computer automatically "serves up" the cookie, eliminating the need for the customer to reenter the information. Like many other websites, Istation uses cookies for this purpose. Your user "domain" (that is, Your school name) is the only data stored on Your hard drive by Istation.

Most web browsers automatically accept cookies but allow You to modify security settings so You can approve or reject cookies on a case-by-case basis. At a minimum, Your web browser must allow temporary cookies that are not stored on Your hard disk to log into the Website. Please refer to the "Help" file of Your Internet Browser either to learn how to receive a warning before a cookie is stored.

Third Party Sites

The Website may contain links to or reference third party websites and resources (collectively "**Third Party Sites**"). These Third Party Sites are not controlled by Istation and, therefore, are not subject to this Privacy Statement. You should check the privacy policies of these individual Third Party Sites to see how Your personally identifiable information will be utilized by them before providing any personally identifiable information. Please be aware that these Third Party Sites may collect personally identifiable information about You and may also send you "cookies." Istation is not responsible for the content or practices of any linked Third Party Sites, and Istation provides these links solely for the convenience and information of Istation's visitors.

Can Istation change this Privacy Statement?

Istation may change this Privacy Statement at any time without advance notice. However, if the Privacy Statement changes, Istation will post an updated version on the Website, and the revision date will be posted at the bottom of the page. If this occurs, You will be required to re-acknowledge review of the revised Privacy Statement before you can continue using the Resources.

Who can I contact if I have questions about this Privacy Statement?

If You have any questions about this Privacy Statement or any privacy questions or concerns, You may contact Istation using the information below:

Email address: info@Istation.com

Street/Postal address:
8150 North Central Expressway, Suite 2000
Dallas, Texas 75026
Phone: (214) 237-9300
Fax: (972) 643-3441
Effective Date: February 23, 2018

Exhibit C

DJG/DJGA - VENDOR RELATIONS, SALES CALLS AND DEMONSTRATIONS

VENDOR QUALIFICATIONS

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

CONFLICT OF INTEREST

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

SALES CALLS

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

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

VIOLATIONS

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

Adopted by Board: May 1972
Revised by Board: May 1982

Revised by Board: April 1988
Revised by Board to conform with practice: May 22, 1995
Revised by Board: April 8, 1996
Revised by Board: June 10, 1996
Revised by Superintendent: May 14, 2007
Revised by Superintendent: March 8, 2017
Revised by Board: February 12, 2019

LEGAL REF:
C.R.S. 24-18-101, et seq.

CROSS REFS:
DJ, Purchasing
DJA, Purchasing Authority
DJB, Purchasing Procedures
FE, Construction Projects and Contracting Procedures
FEAA, Construction Project Prequalification
GBEA, Staff Ethics/Conflict of Interest
GBEBC, Gifts to and Solicitations by Staff