SECOND AMENDMENT TO SOFTWARE SERVICES AGREEMENT
BETWEEN DISCOVERY EDUCATION, INC AS SUCCESSOR-IN-
INTEREST TO DREAMBOX LEARNING, INC
AND POUDRE SCHOOL DISTRICT R-1

This Second Amendment ("Amendment") effective as of the 1ˢᵗ day of July, 2024, is attached to and forms part of the Software Services Agreement between and Poudre School District R-1 (the "District") and Discovery Education (the "Contractor") executed May 2, 2022 and the First Amendment to the Agreement executed August 8, 2023 ("Agreement"), both of which are 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 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 August 31, 2024, as outlined in section 1.1 of the Agreement, the District and Contractor elect to extend the term of the Agreement beginning on September 1, 2024 through August 31, 2025.

3. **Amended Responsibilities.**

   3.1. Exhibit B is deleted hereby in its entirety.

   3.2. Replace Exhibit B with Contractor's Order Form Q-482410 Pricing, hereby attached to this Second Amendment and made a part of this Agreement.

   3.3. Add Exhibit C with Contractor's Learning Reading Park VPAT, DreamBox Reading (Reading Plus) VPAT, DreamBox Math VPAT, and Experience Techbook VPAT, hereby attached to this Second Amendment and made a part of this Agreement.

   3.4. Within section 10, delete the language which has a strikethrough and replace with underlined language.

      Poudre School District
      Attention: Risk Management
      2407 LaPorte Ave
      Fort Collins, CO 80521
      Email Certificate to: ~~COI@psdschools.org~~

      Poudre School District
      Attention: Risk Management
      2407 LaPorte Ave
      Fort Collins, CO 80521

Email Certificate to: risk@psdschools.org

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.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

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

DISCOVERY EDUCATION, INC   POUDRE SCHOOL DISTRICT R-1

By: _Megan Haller_   By: _R David Montoya_

Name: Megan Haller   R. David Montoya
Title: Global Head of Operations   Chief Finance Officer

                                            By: _Julie Chaplain_

                                            Julie Chaplain, PhD
                                            Assistant Superintendent

Exhibit B

Discovery
EDUCATION

ORDER FORM

Subscriber: POUDRE SCHOOL DISTRICT R - 1

Address: 2407 LAPORTE AVE FORT COLLINS, CO 80521-2297

Term: 09/01/24 to 08/31/25

Quote Expiration: 08/31/24

Services	Start Date	End Date	Qty - Unit of Measure	Price	Total
DreamBox Math Advanced	09/01/24	08/31/25	58 - Student	$31.00	$1,798.00

	TOTAL:	$1,798.00

This Order Form and the Discovery Education Standard Terms of Services and License available at discoveryeducation.com/terms-and-conditions ('*Standard Terms*') constitute the entire agreement between Subscriber and Discovery Education, Inc. for the Services. By signing below, the Subscriber and Discovery Education, Inc. agree to be bound by this Order Form and the Standard Terms as of the date of last signature below.

POUDRE SCHOOL DISTRICT R - 1

By:
(signature required)   _____

Title: _____

Printed Name: _____

Date: _____

Discovery Education, Inc.

By:
(signature required)   *Megan Haller*

Title: Head of Global Operations

Printed Name: Megan Haller

Date: August 15, 2024

Please return with the signed Order Form:
Exhibit A Licensed Products

Ref. No. Q-482410

EXHIBIT A
Licensed Products

DreamBox Math Advanced		
SCHOOLS	**START DATE**	**END DATE**
LIVERMORE ELEMENTARY SCHOOL - 360 W COUNTY ROAD 74E, LIVERMORE, CO. 80536-9708	09/01/2024	08/31/2025
PSD GLOBAL ACADEMY - 703 E PROSPECT RD, FORT COLLINS, CO. 80525-1108	09/01/2024	08/31/2025
RED FEATHER LAKES ELEMENTARY SCHOOL - 505 N COUNTY ROAD 73C, RED FE LKS, CO. 80545-9309	09/01/2024	08/31/2025
STOVE PRAIRIE ELEMENTARY SCHOOL - 3891 STOVE PRAIRIE RD, BELLVUE, CO. 80512-6904	09/01/2024	08/31/2025

Exhibit C

Discovery Education Accessibility Conformance Report

WCAG Edition

(Based on VPAT® Version 2.4Rev)

Name of Product/Version: Experience Techbook

Report Date: Aug 16, 2023

Product Description: Online education platform for students and teachers with curriculum aligned textbooks and supplemental education content

Contact Information:

Evaluation Methods Used: Manual evaluation done using assistive technology such as Voice Over and keyboard-only navigation

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 2.1	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 2.1 Level AAA.

WCAG 2.1 Report

Note: When reporting on conformance with the WCAG 2.1 Success Criteria, they are scoped for full pages, complete processes, and accessibility-supported ways of using technology as documented in the WCAG 2.1 Conformance Requirements.

Table 1: Success Criteria, Level A

Notes:

Criteria	Conformance Level	Remarks and Explanations
1.1.1 Non-text Content (Level A)	Supports	
1.2.1 Audio-only and Video-only (Prerecorded) (Level A)	Supports	
1.2.2 Captions (Prerecorded) (Level A)	Supports	
1.2.3 Audio Description or Media Alternative (Prerecorded) (Level A)	Does Not Support	While transcripts and Closed Caption are provided with our videos, we do not provide synchronized audio / text description
1.3.1 Info and Relationships (Level A)	Supports	
1.3.2 Meaningful Sequence (Level A)	Supports	
1.3.3 Sensory Characteristics (Level A)	Supports	
1.4.1 Use of Color (Level A)	Supports	
1.4.2 Audio Control (Level A)	Supports	
2.1.1 Keyboard (Level A)	Partially Supports	While platform is keyboard accessible, some interactive content components are not fully accessible via the keyboard
2.1.2 No Keyboard Trap (Level A)	Supports	
2.1.4 Character Key Shortcuts (Level A 2.1 only)	Not Applicable	No character key shortcuts implemented
2.2.1 Timing Adjustable (Level A)	Supports	
2.2.2 Pause, Stop, Hide (Level A)	Supports	
2.3.1 Three Flashes or Below Threshold (Level A)	Not Applicable	No flashing, sliding or blinking content in the application
2.4.1 Bypass Blocks (Level A)	Supports	
2.4.2 Page Titled (Level A)	Supports	
2.4.3 Focus Order (Level A)	Supports	
2.4.4 Link Purpose (In Context) (Level A)	Supports	
2.5.1 Pointer Gestures (Level A 2.1 only)	Supports	
2.5.2 Pointer Cancellation (Level A 2.1 only)	Supports	

Criteria	Conformance Level	Remarks and Explanations
[2.5.3 Label in Name](#) (Level A 2.1 only)	Supports	
[2.5.4 Motion Actuation](#) (Level A 2.1 only)	Not Applicable	Device or user motion is not required for any application functionality
[3.1.1 Language of Page](#) (Level A)	Supports	
[3.2.1 On Focus](#) (Level A)	Supports	
[3.2.2 On Input](#) (Level A)	Supports	
[3.3.1 Error Identification](#) (Level A)	Supports	
[3.3.2 Labels or Instructions](#) (Level A)	Supports	
[4.1.1 Parsing](#) (Level A)	Supports	
[4.1.2 Name, Role, Value](#) (Level A)	Supports	

Table 2: Success Criteria, Level AA

Notes:

Criteria	Conformance Level	Remarks and Explanations
[1.2.4 Captions (Live)](#) (Level AA)	Not applicable	No live video content is available in the application
[1.2.5 Audio Description (Prerecorded)](#) (Level AA)	Does Not Support	While transcripts and Closed Caption are provided with our videos, we do not provide synchronized audio / text description
[1.3.4 Orientation](#) (Level AA 2.1 only)	Supports	
[1.3.5 Identify Input Purpose](#) (Level AA 2.1 only)	Supports	
[1.4.3 Contrast (Minimum)](#) (Level AA)	Supports	
[1.4.4 Resize text](#) (Level AA)	Supports	
[1.4.5 Images of Text](#) (Level AA)	Not Applicable	No images with informative text
[1.4.10 Reflow](#) (Level AA 2.1 only)	Supports	
[1.4.11 Non-text Contrast](#) (Level AA 2.1 only)	Supports	
[1.4.12 Text Spacing](#) (Level AA 2.1 only)	Supports	
[1.4.13 Content on Hover or Focus](#) (Level AA 2.1 only)	Supports	

Criteria	Conformance Level	Remarks and Explanations
2.4.5 Multiple Ways (Level AA)	Supports	
2.4.6 Headings and Labels (Level AA)	Supports	
2.4.7 Focus Visible (Level AA)	Supports	
3.1.2 Language of Parts (Level AA)	Supports	
3.2.3 Consistent Navigation (Level AA)	Supports	
3.2.4 Consistent Identification (Level AA)	Supports	
3.3.3 Error Suggestion (Level AA)	Supports	
3.3.4 Error Prevention (Legal, Financial, Data) (Level AA)	Supports	
4.1.3 Status Messages (Level AA 2.1 only)	Supports	

Revised Section 508 Report

Chapter 3: Functional Performance Criteria (FPC)

Criteria	Conformance Level	Remarks and Explanations
302.1 Without Vision	Supports	Application components are accessible to those without vision who use assistive technology such as screen readers
302.2 With Limited Vision	Supports	Application components are accessible to those with low vision who use assistive technology such as screen readers, who can zoom the page screen to 200% and can use magnification tools such as zoom text
302.3 Without Perception of Color	Supports	Color is never used as the sole method of conveying information
302.4 Without Hearing	Supports	Captions and textual information are provided for video content
302.5 With Limited Hearing	Supports	Captions and textual information are provided for video content

Criteria	Conformance Level	Remarks and Explanations
302.6 Without Speech	Supports	Speech is not required to use or access any content of the application
302.7 With Limited Manipulation	Supports	The application components possess keyboard access
302.8 With Limited Reach and Strength	Supports	Most of the components of the applications are designed in such a way that related buttons are placed near each other that minimize the mouse movements
302.9 With Limited Language, Cognitive, and Learning Abilities	Supports	The application is designed with a high degree of cognitive functionalities as the entire application is all about learning concepts for students. Clear language for contents and summary information & instructions are provided

Chapter 4: Hardware

Notes: This section has been removed as not applicable to this application because the application has no hardware components.

Chapter 5: Software

Notes: This section has been removed as not applicable to this application because the application has no software components in scope.

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	Not applicable	The application is not a software product
602.3 Electronic Support Documentation	See WCAG 2.1 section	See information in WCAG 2.1 section
602.4 Alternate Formats for Non-Electronic Support Documentation	Not Applicable	No non-electronic documentation is applicable in the application
603 Support Services	Heading cell – no response required	Heading cell – no response required

Criteria	Conformance Level	Remarks and Explanations
603.2 Information on Accessibility and Compatibility Features	Not Applicable	No Accessibility statements or support document available in the application
603.3 Accommodation of Communication Needs	Not Applicable	No Communication information provided

Legal Disclaimer (Company)

Include your company legal disclaimer here, if needed

DreamBox Reading (Reading Plus) Accessibility Evaluation

DreamBox Reading's (Reading Plus's) student-facing product components are designed to be used by learners without profound visual impairment. In DreamBox Reading's core literacy programs, the primary instructional objective for many learners is silent reading fluency development which is undergirded by a core scaffold ("Guided Window").

The student user experience in DreamBox Reading's is designed to consider students with some physical and cognitive disabilities. For example, use and navigation of the program requires the limited manual dexterity of a touch-screen (no mouse or keyboard is necessary), and is navigated sequentially. Use of audio and video in the program is limited, includes captioning and may be paused by the user. On-screen flashes are limited to less than 3 seconds. Various input assistance is provided to help users avoid and correct mistakes.

DreamBox Reading is committed to continued support of WCAG and Section 508 as part of its product roadmaps.

Name of Product/Version: Reading Plus

Date: 10/06/2022

Person completing form: Ben Steelman - DreamBox Learning

Product Description: Literacy supplemental educational software

Contact Information: 425.637.8900, schools@dreambox.com

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 2.1	Level A Level AA Level AAA

Conformance Levels:

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.
  ₂
  • **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 2.1 Level AAA.

Principle 1: Perceivable

Guideline 1.1 – Text Alternatives Provide text alternatives for any non-text content so that it can be changed into other forms people need, such as large print, braille, speech, symbols or simpler language.	Conformance Level	Remarks and Explanations
1.1.1 Non-text Content **Level A** All non-text content that is presented to the user has a text alternative that serves the equivalent purpose, except for the situations listed below. Techniques and Failures for 1.1.1 Understanding Success Criterion for 1.1.1	Partially Supports	Images in reading selections do not have alternative text so as to not reveal information about comprehension questions.
Guideline 1.2 – Time-based Media Provide alternatives for time-based media.	Conformance Level	Remarks and Explanations

1.2.1 Audio-only and Video-only (Prerecorded)
Level A - For prerecorded audio-only and prerecorded video-only media, the following are true, except when the audio or video is a media alternative for text and is clearly labeled as such:
  • Prerecorded Audio-only: An alternative for time based media is provided that presents equivalent information for prerecorded audio-only content.
 	
  • Prerecorded Video-only: Either an alternative for time-based media or an audio track is provided that presents equivalent information for prerecorded video-only content.
 	
Techniques and Failures for 1.2.1
Understanding Success Criterion for 1.2.1
	Supports	

1.2.2 Captions (Prerecorded) **Level A -** Captions are provided for all prerecorded audio content in synchronized media, except when the media is a media alternative for text and is clearly labeled as such. **Techniques and Failures for 1.2.2 Understanding Success Criterion for 1.2.2**	Partially Supports	Closed-captions are provided on all student-facing videos except for Skills Coach tutorial videos covering skill remediation.

3

1.2.3 Audio Description or Media Alternative (Prerecorded) **Level A** - An alternative for time-based media or audio description of the prerecorded video content is provided for synchronized media, except when the media is a media alternative for text and is clearly labeled as such. **Techniques and Failures for 1.2.3** **Understanding Success Criterion for 1.2.3**	Partially Support	Orientation videos do not have audio description, but do offer text transcripts.
1.2.4 Captions (Live) **Level AA -** Captions are provided for all live audio content in synchronized media. **Techniques and Failures for 1.2.4** **Understanding Success Criterion for 1.2.4**	Not Applicable	
1.2.5 Audio Description (Prerecorded) **Level AA -** Audio description is provided for all prerecorded video content in synchronized media. **Techniques and Failures for 1.2.5** **Understanding Success Criterion for 1.2.5**	Partially Support	Orientation videos do not have audio description, but do offer text transcripts.
1.2.6 Sign Language (Prerecorded) **Level AAA -** Sign language interpretation is provided for all prerecorded audio content in synchronized media. **Techniques and Failures for 1.2.6** **Understanding Success Criterion for 1.2.6**	Not Evaluated	

1.2.7 Extended Audio Description (Prerecorded) **Level AAA -** Where pauses in foreground audio are insufficient to allow audio descriptions to convey the sense of the video, extended audio description is provided for all prerecorded video content in synchronized media. **Techniques and Failures for 1.2.7** **Understanding Success Criterion for 1.2.7**	Not Evaluated	
1.2.8 Media Alternative (Prerecorded) **Level AAA -** An alternative for time-based media is provided for all prerecorded synchronized media and for all prerecorded video-only media. **Techniques and Failures for 1.2.8** **Understanding Success Criterion for 1.2.8**	Not Evaluated	

1.2.9 Audio-only (Live) **Level AAA -** An alternative for time-based media that presents equivalent information for live audio-only content is provided. **Techniques and Failures for 1.2.9** **Understanding Success Criterion for 1.2.9**	Not Evaluated	
Guideline 1.3 – Adaptable **Create content that can be presented in different ways (for example simpler layout) without losing information or structure.**	**Conformance Level**	**Remarks and Explanations**
1.3.1 Info and Relationships **Level A -** Information, structure, and relationships conveyed through presentation can be programmatically determined or are available in text. **Techniques and Failures for 1.3.1** **Understanding Success Criterion for 1.3.1**	Partially Supports	Keyboard navigation and screen readers will pick up most components and hence not navigate through/read aloud most content in the sequential order.

1.3.2 Meaningful Sequence **Level A -** When the sequence in which content is presented affects its meaning, a correct reading sequence can be programmatically determined. **Techniques and Failures for 1.3.2** **Understanding Success Criterion for 1.3.2**	Partially Supports	Keyboard navigation and screen readers will pick up most components and hence not navigate through/read aloud most content in the sequential order.
1.3.3 Sensory Characteristics **Level A -** Instructions provided for understanding and operating content do not rely solely on sensory characteristics of components such as shape, color, size, visual location, orientation, or sound. *Note 1:* For requirements related to color, refer to Guideline 1.4. **Techniques and Failures for 1.3.3** **Understanding Success Criterion for 1.3.3**	Partially Supports	Some instructions reference only one modality (e.g. text) by instructing students to select the "ReRead button" or "Submit button."
1.3.4 Orientation **Level AA (Added in 2.1) -** Content does not restrict its view and operation to a single display orientation, such as portrait or landscape, unless a specific display orientation is essential. **Techniques and Failures for 1.3.4** **Understanding Success Criterion for 1.3.4**	Supports	

1.3.5 Identify Input Purpose **Level AA (Added in 2.1) -** The purpose of each input field collecting information about the user can be programmatically determined when: The input field serves a purpose identified in the Input Purposes for User Interface Components section; and • The content is implemented using technologies with support for identifying the expected meaning for form input data. **Techniques and Failures for 1.3.5** **Understanding Success Criterion for 1.3.5**	Supports	

1.3.6 Identify Purpose **Level AAA (Added in 2.1) -** In content implemented using markup languages, the purpose of User Interface Components, icons, and regions can be programmatically determined. **Techniques and Failures for 1.3.6** **Understanding Success Criterion for 1.3.6**	Not Applicable	
Guideline 1.4 – Distinguishable **Make it easier for users to see and hear content including separating foreground from background.**	**Conformance Level**	**Remarks and Explanations**
1.4.1 Use of Color **Level A -** Color is not used as the only visual means of conveying information, indicating an action, prompting a response, or distinguishing a visual element. *Note 1:* This success criterion addresses color perception specifically. Other forms of perception are covered in Guideline 1.3 including programmatic access to color and other visual presentation coding. **Techniques and Failures for 1.4.1** **Understanding Success Criterion for 1.4.1**	Supports	

1.4.2 Audio Control **Level A -** If any audio on a Web page plays automatically for more than 3 seconds, either a mechanism is available to pause or stop the audio, or a mechanism is available to control audio volume independently from the overall system volume level. *Note 1:* Since any content that does not meet this success criterion can interfere with a user's ability to use the whole page, all content on the Web page (whether or not it is used to meet other success criteria) must meet this success criterion. See Conformance Requirement 5: Non Interference. **Techniques and Failures for 1.4.2** **Understanding Success Criterion for 1.4.2**	Not Applicable	

1.4.3 Contrast (Minimum)
Level AA - The visual presentation of text and images of text has a contrast ratio of at least 4.5:1, except for the following:
    • Large Text: Large-scale text and images of large
      scale text have a contrast ratio of at least 3:1;
    • Incidental: Text or images of text that are part of
      an inactive user interface component, that are
      pure decoration, that are not visible to anyone,
      or that are part of a picture that contains
      significant other visual content, have no
      contrast
      requirement.
    • Logotypes: Text that is part of a logo or brand
      name has no contrast requirement.
 	
Techniques and Failures for 1.4.3
Understanding Success Criterion for 1.4.3
	Partially Supports	Not all text/imaging has a 4.5:1 contrast, including the Guided Window.

1.4.4 Resize text **Level AA -** Except for captions and images of text, text can be resized without assistive technology up to 200 percent without loss of content or functionality. **Techniques and Failures for 1.4.4** **Understanding Success Criterion for 1.4.4**	Supports	

1.4.5 Images of Text
Level AA - If the technologies being used can achieve the visual presentation, text is used to convey information rather than images of text except for the following:
    • Customizable: The image of text can be visually
      customized to the user's requirements;
    • Essential: A particular presentation of text is
      essential to the information being
      conveyed.
Note 1: Logotypes (text that is part of a logo or brand name) are considered essential.
 	
Techniques and Failures for 1.4.5
Understanding Success Criterion for 1.4.5
	Partially Supports	A few instances of decorative text are images.

1.4.6 Contrast (Enhanced)
Level AAA - The visual presentation of text and images of text has a contrast ratio of at least 7:1, except for the following:
    • Large Text: Large-scale text and images of large scale text have a contrast ratio of at least 4.5:1; • Incidental: Text or images of text that are part of an inactive user interface component, that are pure decoration, that are not visible to anyone, or that are part of a picture that contains significant other visual content, have no contrast
        requirement.
    • Logotypes: Text that is part of a logo or brand
            name has no contrast requirement.
 	
Techniques and Failures for 1.4.6
Understanding Success Criterion for 1.4.6
	Not Evaluated	

1.4.7 Low or No Background Audio
Level AAA - For prerecorded audio-only content that (1) contains primarily speech in the foreground, (2) is not an audio CAPTCHA or audio logo, and (3) is not vocalization
intended to be primarily musical expression such as singing or rapping, at least one of the following is true: • No Background: The audio does not contain background sounds.
    • Turn Off: The background sounds can be turned
        off.
    • 20 dB: The background sounds are at least 20
        decibels lower than the foreground speech
        content, with the exception of occasional
        sounds that last for only one or two seconds.
        Per the
        definition of "decibel," background sound that
        meets this requirement will be approximately
        four times quieter than the foreground speech
        content.
 	
Techniques and Failures for 1.4.7
Understanding Success Criterion for 1.4.7
	Not Evaluated	

1.4.8 Visual Presentation
Level AAA - For the visual presentation of blocks of text, a mechanism is available to achieve the following: 1. Foreground and background colors can be selected by the user.
    2. Width is no more than 80 characters or glyphs (40 if CJK).
    3. Text is not justified (aligned to both the left and the right margins).
        4. Line spacing (leading) is at least space-and-a-half within paragraphs, and paragraph spacing is at least 1.5 times larger than the line spacing.
    5. Text can be resized without assistive technology up to 200 percent in a way that does not require the user to scroll horizontally to read a line of text on a full-screen window.
 	
Techniques and Failures for 1.4.8
Understanding Success Criterion for 1.4.8
	Not Evaluated	

9

1.4.9 Images of Text (No Exception) **Level AAA** - Images of text are only used for pure decoration or where a particular presentation of text is essential to the information being conveyed. *Note 1:* Logotypes (text that is part of a logo or brand name) are considered essential. **Techniques and Failures for 1.4.9** **Understanding Success Criterion for 1.4.8**	Supports	

1.4.10 Reflow
Level AA (Added in 2.1) - Content can be presented without loss of information or functionality, and without requiring scrolling in two dimensions for:
    • Vertical scrolling content at a width equivalent to 320 CSS pixels;
    • Horizontal scrolling content at a height equivalent to 256 CSS pixels;
Except for parts of the content which require two dimensional layout for usage or meaning.
 	
Techniques and Failures for 1.4.10
Understanding Success Criterion for 1.4.10
	Partially Supports	The Reading component does not reflow when held in a vertical position on touch devices/tablets, as it's intended to be viewed in a horizontal view.

1.4.11 Non-text Contrast
Level AA (Added in 2.1) - The visual presentation of the following have a contrast ratio of at least 3:1 against adjacent color(s):
    • User Interface Components: Visual information required to identify user interface components and states, except for inactive components or where the appearance of the component is determined by the user agent and not modified by the author;
    • Graphical Objects: Parts of graphics required to understand the content, except when a particular presentation of graphics is essential to the information being conveyed.
 	
Techniques and Failures for 1.4.11
Understanding Success Criterion for 1.4.11
	Partially Supports	Images used in the student dashboard (e.g. graphs, award icons, etc.) do not meet color contrast requirements.

1.4.12 Text Spacing
Level AA (Added in 2.1) - In content implemented using markup languages that support the following text style properties, no loss of content or functionality occurs by
setting all of the following and by changing no other style property:
    • Line height (line spacing) to at least 1.5 times the font size;
    • Spacing following paragraphs to at least 2 times the font size;
    • Letter spacing (tracking) to at least 0.12 times the font size;
    • Word spacing to at least 0.16 times the font size.
    Exception: Human languages and scripts that do not make use of one or more of these text style properties in written
text can conform using only the properties that exist for that combination of language and script.
 	
Techniques and Failures for 1.4.12
Understanding Success Criterion for 1.4.12
	Partially Supports	Some aspects of the Reading component (e.g. line height, spacing, letter spacing) cannot be adjusted. Text spacing is preset to maximize readability. All text presentation within Reading Plus is extensively research-based.

1.4.13 Content on Hover or Focus	Partially	High-level tabs can be
Level AA (Added in 2.1) - Where receiving and then removing pointer hover or keyboard focus triggers additional content to become visible and then hidden, the following are true:	Supports	navigated on the student dashboard via keyboard.
• Dismissible: A mechanism is available to dismiss the additional content without moving pointer hover or keyboard focus, unless the additional content communicates an input error or does not obscure or replace other content;		
• Hoverable: If pointer hover can trigger the additional content, then the pointer can be moved over the additional content without the additional content disappearing;		
• Persistent: The additional content remains visible until the hover or focus trigger is removed, the user dismisses it, or its information is no longer valid.		
Exception: The visual presentation of the additional content is controlled by the user agent and is not modified by the author. **Techniques and Failures for 1.4.13** **Understanding Success Criterion for 1.4.13**		

Principle 2 – Operable

<u>**Guideline 2.1 – Keyboard Accessible**</u> **Make all functionality available from a keyboard.**	**Conformance Level**	**Remarks and Explanations**

2.1.1 Keyboard **Level A -** All functionality of the content is operable through a keyboard interface without requiring specific timings for individual keystrokes, except where the underlying function requires input that depends on the path of the user's movement and not just the endpoints. *Note 1:* This exception relates to the underlying function, not the input technique. For example, if using handwriting to enter text, the input technique (handwriting) requires path-dependent input but the underlying function (text input) does not. *Note 2:* This does not forbid and should not discourage providing mouse input or other input methods in addition to keyboard operation. **Techniques and Failures for 2.1.1** **Understanding Success Criterion for 2.1.1**	Partially Supports	Some parts of the application can be navigated via keyboard (e.g. comprehension questions in the Reading component), but others cannot be (e.g. parts of the student's dashboard).
2.1.2 No Keyboard Trap **Level A -** All functionality of the content is operable through a keyboard interface without requiring specific timings for individual keystrokes, except where the underlying function requires input that depends on the path of the user's movement and not just the endpoints. *Note 1:* This exception relates to the underlying function, not the input technique. For example, if using handwriting to enter text, the input technique (handwriting) requires path-dependent input but the underlying function (text input) does not. *Note 2:* This does not forbid and should not discourage providing mouse input or other input methods in addition to keyboard operation. **Techniques and Failures for 2.1.2** **Understanding Success Criterion for 2.12**	Partially Supports	Some parts of the application can be navigated via keyboard (e.g. comprehension questions in the Reading component), but others cannot be (e.g. parts of the student's dashboard).

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2.1.3 Keyboard (No Exception) **Level AAA -** All functionality of the content is operable through a keyboard interface without requiring specific timings for individual keystrokes. **Techniques and Failures for 2.1.3** **Understanding Success Criterion for 2.1.3**	Not Evaluated	

2.1.4 Character Key Shortcuts **Level A (Added in 2.1) -** If a keyboard shortcut is implemented in content using only letter (including upper- and lower-case letters), punctuation, number, or symbol characters, then at least one of the following is true: • Turn off: A mechanism is available to turn the shortcut off; • Remap: A mechanism is available to remap the shortcut to include one or more non-printable keyboard keys (e.g., Ctrl, Alt); • Active only on focus: The keyboard shortcut for a user interface component is only active when that component has focus. **Techniques and Failures for 2.1.4** **Understanding Success Criterion for 2.1.4**	Not Applicable	Reading Plus does not utilize keyboard shortcuts using only letter, punctuation, number or symbol characters.
Guideline 2.2 – Enough Time **Provide users enough time to read and use content.**	**Conformance Level**	**Remarks and Explanations**

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2.2.1 Timing Adjustable
Level A - For each time limit that is set by the content, at least one of the following is true:
    • Turn off: The user is allowed to turn off the time limit before encountering it; or
    • Adjust: The user is allowed to adjust the time limit before encountering it over a wide range that is at least ten times the length of the default setting; or
    • Extend: The user is warned before time expires and given at least 20 seconds to extend the time limit with a simple action (for example, "press the space bar"), and the user is allowed to extend the time limit at least ten times; or • Real-time Exception: The time limit is a
    required part of a real-time event (for example, an auction), and no alternative to the time limit is possible; or
    • Essential Exception: The time limit is essential and extending it would invalidate the activity; or
    • 20 Hour Exception: The time limit is longer than 20 hours.
 	
Techniques and Failures for 2.2.1
Understanding Success Criterion for 2.2.1
	Not Applicable	

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2.2.2 Pause, Stop, Hide
Level A
For moving, blinking, scrolling, or auto-updating information, all of the following are true:
    • Moving, blinking, scrolling: For any moving, blinking or scrolling information that (1) starts automatically, (2) lasts more than five seconds, and (3) is presented in parallel with other content, there is a mechanism for the user to pause, stop, or hide it unless the movement, blinking, or scrolling is part of an activity where it is essential; and
    • Auto-updating: For any auto-updating information that (1) starts automatically and (2) is presented in parallel with other content,
    there is a mechanism for the user to pause, stop, or hide it or to control the frequency of the update unless the auto-updating is part of an activity where it is essential.
 	
Note 1: For requirements related to flickering or flashing content, refer to Guideline 2.3.
Note 2: Since any content that does not meet this success criterion can interfere with a user's ability to use the whole page, all content on the Web page (whether it is used to meet other success criteria or not) must meet this success criterion. See Conformance Requirement 5: Non-Interference.
Note 3: Content that is updated periodically by software or that is streamed to the user agent is not required to preserve or present information that is generated or received between the initiation of the pause and resuming presentation, as this may not be technically possible, and in many situations could be misleading to do so.
Note 4: An animation that occurs as part of a preload phase or similar situation can be considered essential if interaction cannot occur during that phase for all users and if not indicating progress could confuse users or cause them to think that content was frozen or broken.
 	
Techniques and Failures for 2.2.2
Understanding Success Criterion for 2.2.2
	Partially Supports	The Guided Window in the Reading component requires moving of the window across text as essential functionality. Minimal blinking in the Vocabulary and Visual Skills components is required for essential functionality.

2.2.3 No Timing **Level AAA -** Timing is not an essential part of the event or activity presented by the content, except for non interactive synchronized media and real-time events. **Techniques and Failures for 2.2.3** **Understanding Success Criterion for 2.2.3**	Not Evaluated	
2.2.4 Interruptions **Level AAA -** Interruptions can be postponed or suppressed by the user, except interruptions involving an emergency. **Techniques and Failures for 2.2.4** **Understanding Success Criterion for 2.2.4**	Not Evaluated	
2.2.5 Re-authenticating **Level AAA -** When an authenticated session expires, the user can continue the activity without loss of data after re-authenticating. **Techniques and Failures for 2.2.5** **Understanding Success Criterion for 2.2.5**	Supports	
2.2.6 Timeouts **Level AAA (Added in 2.1) -** Users are warned of the duration of any user inactivity that could cause data loss, unless the data is preserved for more than 20 hours when the user does not take any actions. **Techniques and Failures for 2.2.6** **Understanding Success Criterion for 2.2.6**	Not Evaluated	
Guideline 2.3 – Seizures and Physical Reactions **Do not design content in a way that is known to cause seizures or physical reactions.**	**Conformance Level**	**Remarks and Explanations**

2.3.1 Three Flashes or Below Threshold Level A - Web pages do not contain anything that flashes more than three times in any one second period, or the flash is below the general flash and red flash thresholds. *Note 1:* Since any content that does not meet this success criterion can interfere with a user's ability to use the whole page, all content on the Web page (whether it is used to meet other success criteria or not) must meet this success criterion. See Conformance Requirement 5: Non-Interference. **Techniques and Failures for 2.3.1** **Understanding Success Criterion for 2.3.1**	Supports	
2.3.2 Three Flashes **Level AAA -** Web pages do not contain anything that flashes more than three times in any one second period. **Techniques and Failures for 2.3.2** **Understanding Success Criterion for 2.3.2**	Supports	
2.3.3 Animation from Interactions **Level AAA(Added in 2.1) -** Motion animation triggered by interaction can be disabled, unless the animation is essential to the functionality or the information being conveyed. **Techniques and Failures for 2.3.3** **Understanding Success Criterion for 2.3.3**	Not Applicable	
## Guideline 2.4 – Navigable **Provide ways to help users navigate, find content, and determine where they are.**	**Conformance Level**	**Remarks and Explanations**
2.4.1 Bypass Blocks **Level A -** A mechanism is available to bypass blocks of content that are repeated on multiple Web pages. **Techniques and Failures for 2.4.1** **Understanding Success Criterion for 2.4.1**	Not Applicable	

2.4.2 Page Titled **Level A -** Web pages have titles that describe topic or purpose. **Techniques and Failures for 2.4.2** **Understanding Success Criterion for 2.4.2**	Supports	
2.4.3 Focus Order **Level A -** If a Web page can be navigated sequentially and the navigation sequences affect meaning or operation, focusable components receive focus in an order that preserves meaning and operability. **Techniques and Failures for 2.4.3** **Understanding Success Criterion for 2.4.3**	Partially Supports	Only some aspects of the program can be navigated in sequential order. For example, the student's dashboard cannot currently be navigated via focus order, but questions in the Reading component can be.
2.4.4 Purpose (In Context) **Level A -** The purpose of each link can be determined from the link text alone or from the link text together with its programmatically determined link context, except where the purpose of the link would be ambiguous to users in general. **Techniques and Failures for 2.4.4** **Understanding Success Criterion for 2.4.4**	Supports	
2.4.5 Multiple Ways **Level AA -** More than one way is available to locate a Web page within a set of Web pages except where the Web Page is the result of, or a step in, a process. **Techniques and Failures for 2.4.5** **Understanding Success Criterion for 2.4.5**	Not Applicable	
2.4.6 Headings and Labels **Level AA -** Headings and labels describe topic or purpose. **Techniques and Failures for 2.4.6** **Understanding Success Criterion for 2.4.6**	Supports	

2.4.7 Focus Visible **Level AA -** Any keyboard operable user interface has a mode of operation where the keyboard focus indicator is visible. **Techniques and Failures for 2.4.7** **Understanding Success Criterion for 2.4.7**	Not Applicable	
2.4.8 Location **Level AAA -** Information about the user's location within a set of Web pages is available. **Techniques and Failures for 2.4.8** **Understanding Success Criterion for 2.4.8**	Not Evaluated	
2.4.9 Link Purpose (Link Only) **Level AAA -**A mechanism is available to allow the purpose of each link to be identified from link text alone, except where the purpose of the link would be ambiguous to users in general. **Techniques and Failures for 2.4.9** **Understanding Success Criterion for 2.4.9**	Supports	
2.4.10 Section Headings **Level AAA -** Section headings are used to organize the content. *Note 1:* "Heading" is used in its general sense and includes titles and other ways to add a heading to different types of content. *Note 2:* This success criterion covers sections within writing, not user interface components. User Interface components are covered under Success Criterion 4.1.2. **Techniques and Failures for 2.4.10** **Understanding Success Criterion for 2.4.10**	Not Evaluated	
Guideline 2.5 – Input Modalities **Make it easier for users to operate functionality through various inputs beyond keyboard.**	**Conformance Level**	**Remarks and Explanations**

2.5.1 Pointer Gestures **Level A (Added in 2.1) -** All functionality that uses multipoint or path-based gestures for operation can be operated with a single pointer without a path-based gesture, unless a multipoint or path-based gesture is essential. **Techniques and Failures for 2.5.1** **Understanding Success Criterion for 2.5.1**	Not Applicable	

2.5.2 Pointer Cancellation
Level A (Added in 2.1) - For functionality that can be operated using a single pointer, at least one of the following is true:
    • No Down-Event: The down-event of the pointer is not used to execute any part of the function; • Abort or Undo: Completion of the function is on the up-event, and a mechanism is available to abort the function before completion or to undo the function after completion;
    • Up Reversal: The up-event reverses any outcome of the preceding down-event;
    • Essential: Completing the function on the down-event is essential.
    •
Techniques and Failures for 2.5.2
Understanding Success Criterion for 2.5.2
	Conforms	

2.5.3 Label in Name **Level A (Added in 2.1) -** For user interface components with labels that include text or images of text, the name contains the text that is presented visually. **Techniques and Failures for 2.5.3** **Understanding Success Criterion for 2.5.3**	Partially Conforms	

2.5.4 Motion Actuation
Level A (Added in 2.1) - Functionality that can be operated by device motion or user motion can also be operated by user interface components and responding to the motion can be disabled to prevent accidental actuation, except when:
    • Supported Interface: The motion is used to operate functionality through an accessibility supported interface;
    • Essential: The motion is essential for the function and doing so would invalidate the activity.
 	
Techniques and Failures for 2.5.4
Understanding Success Criterion for 2.5.4
	Not Applicable	

2.5.5 Target Size
Level AAA (Added in 2.1) - The size of the target for pointer inputs is at least 44 by 44 CSS pixels except when:
    • Equivalent: The target is available through an equivalent link or control on the same page that is at least 44 by 44 CSS pixels;
    • Inline: The target is in a sentence or block of text;
    • User Agent Control: The size of the target is determined by the user agent and is not modified by the author;
    • Essential: A particular presentation of the target is essential to the information being conveyed.
 	
Techniques and Failures for 2.5.5
Understanding Success Criterion for 2.5.5
	Not Evaluated	

2.5.6 Concurrent Input Mechanisms **Level AAA (Added in 2.1) -** Web content does not restrict use of input modalities available on a platform except where the restriction is essential, required to ensure the security of the content, or required to respect user settings. **Techniques and Failures for 2.5.6** **Understanding Success Criterion for 2.5.6**	Not Evaluated	

Principle 3 –Understandable

Guideline 3.1 – Readable Make text content readable and understandable.	Conformance Level	Remarks and Explanations
3.1.1 Language of Page **Level A**—The default human language of each Web page can be programmatically determined. **Techniques and Failures for 3.1.1** **Understanding Success Criterion for 3.1.1**	Conforms	
3.1.2 Language of Parts **Level AA**—The human language of each passage or phrase in the content can be programmatically determined except for proper names, technical terms, words of indeterminate language, and words or phrases that have become part of the vernacular of the immediately surrounding text. **Techniques and Failures for 3.1.2** **Understanding Success Criterion for 3.1.2**	Not Applicable	Because Reading Plus is an English-language Reading program, the human language used in the program is inherently known to be English by the end user. As a program addressing silent reading fluency, Reading Plus is not designed to be used with a screen reader or similar software used to read text aloud that would need to programmatically determine the human language used.
3.1.3 Unusual Words **Level AAA**—A mechanism is available for identifying specific definitions of words or phrases used in an unusual or restricted way, including idioms and jargon. **Techniques and Failures for 3.1.3** **Understanding Success Criterion for 3.1.3**	Not Evaluated	

3.1.4 Abbreviations **Level AAA**—A mechanism for identifying the expanded form or meaning of abbreviations is available. **Techniques and Failures for 3.1.4** **Understanding Success Criterion for 3.1.4**	Not Evaluated	
3.1.5 Reading Level **Level AAA**—When text requires reading ability more advanced than the lower secondary education level after removal of proper names and titles, supplemental content, or a version that does not require reading ability more advanced than the lower secondary education level, is available. **Techniques and Failures for 3.1.5** **Understanding Success Criterion for 3.1.5**	Not Evaluated	

3.1.6 Pronunciation **Level AAA**—A mechanism is available for identifying specific pronunciation of words where meaning of the words, in context, is ambiguous without knowing the pronunciation. **Techniques and Failures for 3.1.6** **Understanding Success Criterion for 3.1.6**	Not Evaluated	
Guideline 3.2 – Predictable **Make Web pages appear and operate in predictable ways.**	**Conformance Level**	**Remarks and Explanations**
3.2.1 On Focus **Level A**—When any user interface component receives focus, it does not initiate a change of context. **Techniques and Failures for 3.2.1** **Understanding Success Criterion for 3.2.1**	Supports	

3.2.2 On Input **Level A—**Changing the setting of any user interface component does not automatically cause a change of context unless the user has been advised of the behavior before using the component. **Techniques and Failures for 3.2.2** **Understanding Success Criterion for 3.2.2**	Supports	
3.2.3 Consistent Navigation **Level AA—**Navigational mechanisms that are repeated on multiple Web pages within a set of Web pages occur in the same relative order each time they are repeated, unless a change is initiated by the user. **Techniques and Failures for 3.2.3** **Understanding Success Criterion for 3.2.3**	Supports	
3.2.4 Consistent Identification **Level AA—**Components that have the same functionality within a set of Web pages are identified consistently. **Techniques and Failures for 3.2.4** **Understanding Success Criterion for 3.2.4**	Supports	
3.2.5 Change on Request		

	Conformance Level	Remarks and Explanations
Level AAA—Changes of context are initiated only by user request or a mechanism is available to turn off such changes. **Techniques and Failures for 3.2.5** **Understanding Success Criterion for 3.2.5**	Supports	
Guideline 3.3 – Input Assistance **Help users avoid and correct mistakes.**	Conformance Level	Remarks and Explanations
3.3.1 Error Identification **Level A—**If an input error is automatically detected, the item that is in error is identified and the error is described to the user in text. **Techniques and Failures for 3.3.1** **Understanding Success Criterion for 3.3.1**	Supports	

3.3.2 Labels or Instructions **Level A**—Labels or instructions are provided when content requires user input. **Techniques and Failures for 3.3.2** **Understanding Success Criterion for 3.3.2**	Supports	
3.3.3 Error Suggestion **Level AA**—If an input error is automatically detected and suggestions for correction are known, then the suggestions are provided to the user, unless it would jeopardize the security or purpose of the content. **Techniques and Failures for 3.3.3** **Understanding Success Criterion for 3.3.3**	Supports	

3.3.4 Error Prevention (Legal, Financial, Data)
Level AA—For Web pages that cause legal commitments or financial transactions for the user to occur, that modify or delete user-controllable data in data storage systems, or that submit user test responses, at least one of the following is true:
  • **Reversible:** Submissions are reversible.
  • **Checked:** Data entered by the user is checked for input errors and the user is provided an opportunity to correct them.
  • **Confirmed:** A mechanism is available for reviewing, confirming, and correcting information before finalizing the submission.
	Supports	

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Techniques and Failures for 3.3.4 **Understanding Success Criterion for 3.3.4**		
3.3.5 Help **Level AAA**—Context-sensitive help is available. **Techniques and Failures for 3.3.5** **Understanding Success Criterion for 3.3.5**	Not Evaluated	

3.3.6 Error Prevention (All) **Level AAA**—For Web pages that require the user to submit information, at least one of the following is true: • **Reversible:** Submissions are reversible. • **Checked:** Data entered by the user is checked for input errors and the user is provided an opportunity to correct them. • **Confirmed:** A mechanism is available for reviewing, confirming, and correcting information before finalizing the submission. **Techniques and Failures for 3.3.6** **Understanding Success Criterion for 3.3.6**	Not Evaluated	

Principle 4 – Robust

Guideline 4.1 – Compatible Maximize compatibility with current and future user agents, including assistive technologies.	**Conforman ce Level**	**Remarks and Explanations**
4.1.1 Parsing **Level A**—In content implemented using markup languages, elements have complete start and end tags, elements are nested according to their specifications, elements do not contain duplicate attributes, and any IDs are unique, except where the specifications allow these features. **Techniques and Failures for 4.1.1** **Understanding Success Criterion for 4.1.1**	Supports	
4.1.2 Name, Role, Value **Level A**—For all user interface components (including but not limited to: form elements, links and components generated by scripts), the name and role can be programmatically determined; states, properties, and values that can be set by the user can be programmatically set; and notification of changes to these items is available to user agents, including assistive technologies. **Techniques and Failures for 4.1.2** **Understanding Success Criterion for 4.1.2**	Supports	

4.1.3 Status Messages **Level AA(Added in 2.1)**—In content implemented using markup languages, status messages can be programmatically determined through role or properties such that they can be presented to the user by assistive technologies without receiving focus. **Techniques and Failures for 4.1.3** **Understanding Success Criterion for 4.1.3**	Not Applicable	

Discovery Education Accessibility Conformance Report
WCAG Edition

(Based on VPAT® Version 2.4Rev)

Name of Product/Version: DreamBox Math by Discovery Education

Report Date: February 2024

Product Description: DreamBox Math is an adaptive digital math program for grades K-8 that combines a fun and engaging math learning environment with a rigorous, standards-based curriculum. DreamBox lessons are interactive experiences that promote active learning and independent critical thinking and respond to each student's strategies and decisions in the moment. DreamBox individually tailors the instructional experience for each student based on the strategies they use when working through lessons.

Contact Information: productmanagement@dreambox.com

Notes: The team at DreamBox Learning by Discovery Education recognizes that DreamBox Math does not meet most criteria in the Web Content Accessibility Guidelines at this time. We are committed to updating our product to meet as many of the criteria as

possible. Given that a substantial portion of our product is highly graphical and highly interactive, there are inherent challenges in meeting some of the specific WCAG requirements for some of the content. However, we are continuing to work with educators and technology experts to make advances in this area and ensure that DreamBox provides the maximum benefit for every student.

Evaluation Methods Used: Manual evaluation

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 2.1	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 2.1 Level AAA.

WCAG 2.1 Report

Note: When reporting on conformance with the WCAG 2.1 Success Criteria, they are scoped for full pages, complete processes, and accessibility-supported ways of using technology as documented in the WCAG 2.1 Conformance Requirements.

Table 1: Success Criteria, Level A

Notes:

Criteria	Conformance Level	Remarks and Explanations
1.1.1 Non-text Content (Level A)	Does Not Support	Most images lack necessary text equivalents. DreamBox is committed to adding text equivalents for all non-text content.
1.2.1 Audio-only and Video-only (Prerecorded) (Level A)	Partially Supports	Audio-only content has text on screen or time-based captions available. Some video-only content lacks appropriate descriptions.
1.2.2 Captions (Prerecorded) (Level A)	Supports	
1.2.3 Audio Description or Media Alternative (Prerecorded) (Level A)	Does Not Support	While transcripts and closed captions are provided with our videos, we do not provide synchronized audio / text description.
1.3.1 Info and Relationships (Level A)	Does Not Support	Assistive-technology users such as screen-readers users are not able to perceive information about content structure at this time.
1.3.2 Meaningful Sequence (Level A)	Does Not Support	Assistive-technology users such as screen-readers users are not able to perceive information about content sequence at this time.
1.3.3 Sensory Characteristics (Level A)	Partially Supports	There are a few instances where instructions require an understanding of visual location.
1.4.1 Use of Color (Level A)	Partially Supports	There are a few instances where color is used as the sole means of communicating information.
1.4.2 Audio Control (Level A)	Partially Supports	Users have the ability to turn music and sound effects on or off and replay audio. The product does not currently allow users to slow down, speed up, or pause audio.
2.1.1 Keyboard (Level A)	Does Not Support	The product does not currently support a consistent keyboard navigation experience. DreamBox is committed to adding support for keyboard throughout the product.

Criteria	Conformance Level	Remarks and Explanations
2.1.2 No Keyboard Trap (Level A)	Does Not Support	There are a few instances of keyboard traps in the product. DreamBox is committed to adding support for keyboard and ensuring no keyboard traps in the future.
2.1.4 Character Key Shortcuts (Level A 2.1 only)	Not Applicable	No character key shortcuts were implemented in the product.
2.2.1 Timing Adjustable (Level A)	Partially Supports	There is one lesson that has a time limit. The user is not currently able to turn off, adjust, or extend the time limit.
2.2.2 Pause, Stop, Hide (Level A)	Partially Supports	There is one lesson with content that appears and disappears. The user is not currently able to pause or stop the movement.
2.3.1 Three Flashes or Below Threshold (Level A)	Supports	
2.4.1 Bypass Blocks (Level A)	Does Not Support	The product does not currently have a way to bypass blocks of repetitive information. DreamBox is committed to adding support for this.
2.4.2 Page Titled (Level A)	Partially Supports	Not all pages have unique titles. DreamBox is committed to ensuring unique and descriptive titles for every page.
2.4.3 Focus Order (Level A)	Does Not Support	Focus is not consistently available in the product, so focus order cannot be followed. DreamBox is committed to adding a consistent focus indicator throughout the product and ensuring a logical focus order.
2.4.4 Link Purpose (In Context) (Level A)	Supports	
2.5.1 Pointer Gestures (Level A 2.1 only)	Partially Supports	There are a few lessons that require specific motions. DreamBox is committed to providing alternatives to specific gestures in all lessons.
2.5.2 Pointer Cancellation (Level A 2.1 only)	Supports	
2.5.3 Label in Name (Level A 2.1 only)	Does Not Support	Some buttons have names that do not match their visible text.
2.5.4 Motion Actuation (Level A 2.1 only)	Not Applicable	Device or user motion is not required for any product functionality.

Criteria	Conformance Level	Remarks and Explanations
3.1.1 Language of Page (Level A)	Does Not Support	DreamBox is committed to adding the language for every page.
3.2.1 On Focus (Level A)	Does Not Support	Because there is no visible focus indicator throughout the product, it is not possible to determine if a change of context occurs when components receive focus. DreamBox is committed to adding a consistent focus indicator throughout the product and ensuring no change of context occurs when components receive focus.
3.2.2 On Input (Level A)	Supports	
3.3.1 Error Identification (Level A)	Partially Supports	Because the product is not accessible to screen-reader users, those users are not alerted when errors appear on the screen. The product provides appropriate support for input errors for sighted users except where such help would give away the answer. As an educational product, it is important that we do not unintentionally give answers away to students.
3.3.2 Labels or Instructions (Level A)	Partially Supports	Because the product is not accessible to screen-reader users, those users are not able to access labels or instructions. The product provides appropriate instructions for sighted users except where such help would give away the answer to the question. As an educational product, it is important that we do not unintentionally give answers away to students.
4.1.1 Parsing (Level A)	Supports	
4.1.2 Name, Role, Value (Level A)	Does Not Support	Name, role, and value attributes are not consistently applied throughout the product.

Table 2: Success Criteria, Level AA

Notes:

Criteria	Conformance Level	Remarks and Explanations
1.2.4 Captions (Live) (Level AA)	Not Applicable	No live video content is available in the product.
1.2.5 Audio Description (Prerecorded) (Level AA)	Does Not Support	While transcripts and closed captions are provided with our videos, we do not provide synchronized audio / text description.
1.3.4 Orientation (Level AA 2.1 only)	Does Not Support	The product currently supports landscape orientation only.
1.3.5 Identify Input Purpose (Level AA 2.1 only)	Does Not Support	Input purpose is not consistently identified throughout the product.
1.4.3 Contrast (Minimum) (Level AA)	Partially Supports	Some color combinations in the product do not meet minimum contrast requirements. DreamBox is committed to updating all aspects of the product to meet minimum contrast requirements.
1.4.4 Resize text (Level AA)	Does Not Support	
1.4.5 Images of Text (Level AA)	Does Not Support	There are several instances of images of text used in the product. DreamBox is committed to updating these to text where possible.
1.4.10 Reflow (Level AA 2.1 only)	Does Not Support	The product does not currently support reflow.
1.4.11 Non-text Contrast (Level AA 2.1 only)	Partially Supports	Some icons and buttons use color combinations that do not meet minimum contrast requirements. DreamBox is committed to updating all aspects of the product to meet minimum contrast requirements.
1.4.12 Text Spacing (Level AA 2.1 only)	Does Not Support	The product does not currently support text spacing.
1.4.13 Content on Hover or Focus (Level AA 2.1 only)	Partially Supports	A few instances exist where content does not meet the requirements for hovering or focus.
2.4.5 Multiple Ways (Level AA)	Does Not Support	There is only a top navigation to reach main pages. There is only a top link to the Dashboard in lessons. Many pages in the site are part of a process such as answering a series of questions and are therefore exempt.
2.4.6 Headings and Labels (Level AA)	Supports	
2.4.7 Focus Visible (Level AA)	Does Not Support	Focus is not consistently available in the product, so focus order cannot be followed. DreamBox is

Criteria	Conformance Level	Remarks and Explanations
		committed to adding a consistent focus indicator throughout the product.
3.1.2 Language of Parts (Level AA)	Not Applicable	The product does not use different languages for specific parts of a page.
3.2.3 Consistent Navigation (Level AA)	Partially Supports	Navigation is generally consistent. At times different icons are used to advance or move forward through the product.
3.2.4 Consistent Identification (Level AA)	Does Not Support	Navigation buttons are not consistently identified. DreamBox is committed to consistently identifying components throughout the product.
3.3.3 Error Suggestion (Level AA)	Does Not Support	Error messages are provided visually, but assistive technology users such as screen-reader users are not alerted when errors appear on the screen. DreamBox is committed to providing alerts for assistive technology users.
3.3.4 Error Prevention (Legal, Financial, Data) (Level AA)	Not Applicable	This is an educational product that does not involve any legal commitments or financial transactions.
4.1.3 Status Messages (Level AA 2.1 only)	Does Not Support	The product does not currently provide ways for assistive-technology users such as screen-reader users to detect status messages. DreamBox is committed to providing status messages for assistive technology users.

Revised Section 508 Report

Chapter 3: Functional Performance Criteria (FPC)

Criteria	Conformance Level	Remarks and Explanations
302.1 Without Vision	Does Not Support	Product components are not currently accessible to those without vision who use assistive technology such as screen readers.

Criteria	Conformance Level	Remarks and Explanations
302.2 With Limited Vision	Partially Supports	Support for users with low vision who use magnification tools is limited. The product currently works with Zoom Text but does not work with native browser zoom.
302.3 Without Perception of Color	Partially Supports	Color is used as the sole method of conveying information at times.
302.4 Without Hearing	Partially Supports	Captions and textual information are provided for video content. However, this is an early education product. Some users may not be able to read captions and textual information yet.
302.5 With Limited Hearing	Partially Supports	Captions and textual information are provided for video content. However, this is an early education product. Some users may not be able to read captions and textual information yet.
302.6 Without Speech	Supports	Speech is not required to use or access any content of the product.
302.7 With Limited Manipulation	Does Not Support	The product is not completely keyboard navigable and requires the use of a mouse at times, which may be difficult for users with limited motor skills.
302.8 With Limited Reach and Strength	Partially Supports	Most of the components of the product are designed in such a way that related buttons are placed near each other to minimize mouse movements.
302.9 With Limited Language, Cognitive, and Learning Abilities	Supports	The product is designed to help students of all abilities learn. The utmost care was taken to provide clear language for content, summary information, and instructions throughout the product.

Chapter 4: Hardware

Notes: This section has been removed as not applicable to this product because the product has no hardware components.

Chapter 5: Software

Notes: This section has been removed as not applicable to this product because the product has no software components in scope.

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	Not applicable	The product is not a software product
602.3 Electronic Support Documentation	See WCAG 2.1 section	See information in WCAG 2.1 section
602.4 Alternate Formats for Non-Electronic Support Documentation	Not Applicable	No non-electronic documentation is applicable in the product
603 Support Services	Heading cell – no response required	Heading cell – no response required
603.2 Information on Accessibility and Compatibility Features	Not Applicable	No Accessibility statements or support document available in the product
603.3 Accommodation of Communication Needs	Not Applicable	No Communication information provided

Legal Disclaimer (Company)

Include your company legal disclaimer here, if needed

Discovery Education Accessibility Conformance Report
WCAG Edition

(Based on VPAT® Version 2.4Rev)

Name of Product/Version: DreamBox Learning Reading Park by Discovery Education

Report Date: November 2023

Product Description: DreamBox Reading Park develops the critical foundational reading skills for our earliest readers through lessons designed by experienced reading academics, school administrators, classroom teachers, curriculum designers, and game design experts. The program guides students toward successful and productive reading through a playful, engaging learning environment.

Contact Information: productmanagement@dreambox.com

Notes: The team at DreamBox Learning by Discovery Education recognizes that Reading Park does not meet most criteria in the Web Content Accessibility Guidelines at this time. We are committed to updating our product to meet as many of the criteria as possible. Given that a substantial portion of our product is highly graphical and highly interactive, there are inherent challenges in meeting some of the specific WCAG requirements.

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

However, we are continuing to work with educators and technology experts to make advances in this area and ensure that DreamBox provides the maximum benefit for every student.

Evaluation Methods Used: Manual evaluation

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 2.1	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 2.1 Level AAA.

WCAG 2.1 Report

Note: When reporting on conformance with the WCAG 2.1 Success Criteria, they are scoped for full pages, complete processes, and accessibility-supported ways of using technology as documented in the [WCAG 2.1 Conformance Requirements](#).

Table 1: Success Criteria, Level A

Notes:

Criteria	Conformance Level	Remarks and Explanations
1.1.1 Non-text Content (Level A)	Does Not Support	Most images lack necessary text equivalents.
1.2.1 Audio-only and Video-only (Prerecorded) (Level A)	Partially Supports	Audio-only content has text on screen or time-based captions available. Some video-only content lacks appropriate descriptions.
1.2.2 Captions (Prerecorded) (Level A)	Supports	
1.2.3 Audio Description or Media Alternative (Prerecorded) (Level A)	Does Not Support	While transcripts and closed captions are provided with our videos, we do not provide synchronized audio / text description.
1.3.1 Info and Relationships (Level A)	Does Not Support	Assistive-technology users such as screen-readers users are not able to perceive information about content structure at this time.
1.3.2 Meaningful Sequence (Level A)	Does Not Support	Assistive-technology users such as screen-readers users are not able to perceive information about content sequence at this time.
1.3.3 Sensory Characteristics (Level A)	Partially Supports	There are a few instances where instructions require an understanding of visual location.
1.4.1 Use of Color (Level A)	Partially Supports	There are a few instances where color is used as the sole means of communicating information.
1.4.2 Audio Control (Level A)	Partially Supports	User has the ability to turn music and sound effects on or off and replay audio. The product does not currently allow users to slow down, speed up, or pause audio.
2.1.1 Keyboard (Level A)	Does Not Support	The product does not currently support keyboard navigation consistently throughout the product. DreamBox is committed to adding support for keyboard throughout the product.
2.1.2 No Keyboard Trap (Level A)	Does Not Support	Not applicable at this time because the product is not currently keyboard accessible. DreamBox is committed to adding support for keyboard and ensuring no keyboard traps in the future.

Criteria	Conformance Level	Remarks and Explanations
2.1.4 Character Key Shortcuts (Level A 2.1 only)	Not Applicable	No character key shortcuts were implemented in the product.
2.2.1 Timing Adjustable (Level A)	Partially Supports	There are a few lessons in the product that have time limits. The user is not currently able to turn off, adjust, or extend the time limit.
2.2.2 Pause, Stop, Hide (Level A)	Does Not Support	Some lessons have content that appears and disappears. The user is not currently able to pause or stop the movement.
2.3.1 Three Flashes or Below Threshold (Level A)	Supports	
2.4.1 Bypass Blocks (Level A)	Does Not Support	The product does not currently have a way to bypass blocks of repetitive information.
2.4.2 Page Titled (Level A)	Partially Supports	Not all pages have unique titles.
2.4.3 Focus Order (Level A)	Does Not Support	Focus is not consistently available in the product, so no focus order cannot be followed. DreamBox is committed to adding a consistent focus indicator throughout the product and ensuring a logical focus order.
2.4.4 Link Purpose (In Context) (Level A)	Partially Supports	The product has a few places where links lack appropriate context.
2.5.1 Pointer Gestures (Level A 2.1 only)	Supports	
2.5.2 Pointer Cancellation (Level A 2.1 only)	Supports	
2.5.3 Label in Name (Level A 2.1 only)	Does Not Support	Some buttons have names that do not match their visible text.
2.5.4 Motion Actuation (Level A 2.1 only)	Not Applicable	Device or user motion is not required for any product functionality.
3.1.1 Language of Page (Level A)	Does Not Support	
3.2.1 On Focus (Level A)	Not Supported	Because there is no visible focus indicator throughout the product, it is not possible to determine if a change of context occurs when components receive focus. DreamBox is committed to adding a consistent focus indicator throughout the product and ensuring no

Criteria	Conformance Level	Remarks and Explanations
3.2.2 On Input (Level A)	Supports	change of context occurs when components receive focus.
3.3.1 Error Identification (Level A)	Partially Supports	Because the product is not accessible to screen-reader users, those users are not alerted when errors appear on the screen. The product provides appropriate support for input errors for sighted users except where such help would give away the answer. As an educational product, it is important that we do not unintentionally give answers away to students.
3.3.2 Labels or Instructions (Level A)	Partially Supports	Because the product is not accessible to screen-reader users, those users are not able to access labels or instructions. The product provides appropriate instructions for sighted users except where such help would give away the answer to the question. As an educational product, it is important that we do not unintentionally give answers away to students.
4.1.1 Parsing (Level A)	Supports	
4.1.2 Name, Role, Value (Level A)	Does Not Support	Name, role, and value attributes are not consistently applied throughout the product.

Table 2: Success Criteria, Level AA

Notes:

Criteria	Conformance Level	Remarks and Explanations
1.2.4 Captions (Live) (Level AA)	Not Applicable	No live video content is available in the product.
1.2.5 Audio Description (Prerecorded) (Level AA)	Does Not Support	While transcripts and closed captions are provided with our videos, we do not provide synchronized audio / text description.
1.3.4 Orientation (Level AA 2.1 only)	Does Not Support	The product currently supports landscape orientation only.

Criteria	Conformance Level	Remarks and Explanations
1.3.5 Identify Input Purpose (Level AA 2.1 only)	Does Not Support	Input purpose is not consistently identified throughout the product.
1.4.3 Contrast (Minimum) (Level AA)	Does Not Support	Some color combinations in the product do not meet minimum contrast requirements. DreamBox is committed to updating all aspects of the product to meet minimum contrast requirements.
1.4.4 Resize text (Level AA)	Does Not Support	
1.4.5 Images of Text (Level AA)	Not Applicable	No images with informative text are used in the product.
1.4.10 Reflow (Level AA 2.1 only)	Does Not Support	The product does not currently support reflow.
1.4.11 Non-text Contrast (Level AA 2.1 only)	Does Not Support	Some icons and buttons use color combinations that do not meet minimum contrast requirements. DreamBox is committed to updating all aspects of the product to meet minimum contrast requirements.
1.4.12 Text Spacing (Level AA 2.1 only)	Does Not Support	The product does not currently support text spacing.
1.4.13 Content on Hover or Focus (Level AA 2.1 only)	Does Not Support	A few instances exist where content does not meet the requirements for hovering or focus.
2.4.5 Multiple Ways (Level AA)	Does Not Support	There is only a top navigation to reach main pages. There is only a top link to the Dashboard in lessons. Many pages in the site are part of a process, during reading or answering a series of questions, and are therefore exempt.
2.4.6 Headings and Labels (Level AA)	Supports	
2.4.7 Focus Visible (Level AA)	Does Not Support	Focus is not consistently available in the product, so no focus order cannot be followed. DreamBox is committed to adding a consistent focus indicator throughout the product.
3.1.2 Language of Parts (Level AA)	No Applicable	The product does not use different languages for specific parts of a page.
3.2.3 Consistent Navigation (Level AA)	Partially Supports	Navigation is generally consistent. At times different icons are used to advance or move forward through the product.

Criteria	Conformance Level	Remarks and Explanations
3.2.4 Consistent Identification (Level AA)	Does Not Support	Navigation buttons are not consistently identified.
3.3.3 Error Suggestion (Level AA)	Does Not Support	Error messages are provided visually, but screen-reader users are not alerted when errors appear on the screen.
3.3.4 Error Prevention (Legal, Financial, Data) (Level AA)	Not Applicable	This is an educational product that does not involve any legal commitments or financial transactions.
4.1.3 Status Messages (Level AA 2.1 only)	Does Not Support	The product does not currently provide ways for assistive-technology users such as screen-reader users to detect status messages.

Revised Section 508 Report

Chapter 3: Functional Performance Criteria (FPC)

Criteria	Conformance Level	Remarks and Explanations
302.1 Without Vision	Does Not Support	Product components are not currently accessible to those without vision who use assistive technology such as screen readers.
302.2 With Limited Vision	Partially Supports	Support for users with low vision who use magnification tools is limited. The product currently works with Zoom Text but does not work with native browser zoom.
302.3 Without Perception of Color	Does Not Support	Color is used as the sole method of conveying information at times.
302.4 Without Hearing	Partially Supports	Captions and textual information are provided for video content. However, this is an early literacy product. The user may not be able to read captions and textual information yet.
302.5 With Limited Hearing	Partially Supports	Captions and textual information are provided for video content. However, this is an early literacy product. The user may not be able to read captions and textual information yet.

Criteria	Conformance Level	Remarks and Explanations
302.6 Without Speech	Supports	Speech is not required to use or access any content of the product.
302.7 With Limited Manipulation	Does Not Support	The product is not keyboard accessible at this time.
302.8 With Limited Reach and Strength	Partially Supports	Most of the components of the product are designed in such a way that related buttons are placed near each other that minimize the mouse movements.
302.9 With Limited Language, Cognitive, and Learning Abilities	Supports	The product is designed to help students of all abilities learn. The utmost care was taken to provide clear language for content, summary information, and instructions throughout the product.

Chapter 4: Hardware

Notes: This section has been removed as not applicable to this product because the product has no hardware components.

Chapter 5: Software

Notes: This section has been removed as not applicable to this product because the product has no software components in scope.

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	Not applicable	The product is not a software product
602.3 Electronic Support Documentation	See WCAG 2.1 section	See information in WCAG 2.1 section
602.4 Alternate Formats for Non-Electronic Support Documentation	Not Applicable	No non-electronic documentation is applicable in the product
603 Support Services	Heading cell – no response required	Heading cell – no response required
603.2 Information on Accessibility and Compatibility Features	Not Applicable	No Accessibility statements or support document available in the product

Criteria	Conformance Level	Remarks and Explanations
603.3 Accommodation of Communication Needs	Not Applicable	No Communication information provided

FIRST AMENDMENT TO SOFTWARE SERVICES AGREEMENT
BETWEEN DREAMBOX LEARNING AND POUDRE SCHOOL DISTRICT R-1

This First Amendment ("Amendment") effective the 8th day of August 2023, is attached to and forms part of the Software Services Agreement between Poudre School District R-1 (the "District") and Dreambox Learning (the "Contractor") executed May 2, 2022 ("Agreement"), hereby attached and made part of this Amendment. To the extent that any of the terms or conditions contained in this Amendment may contradict with any of the terms or conditions of the attached Agreement, it is expressly understood and agreed that the terms of this Amendment shall take precedence and supersede the attached Agreement. The parties agree to amend the Agreement by adding the following language:

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

2. **Term of Agreement.**

   2.1. At the conclusion of the term dated September 1, 2023, as outlined in section 1.1 of the Agreement, the District and Contractor elect to extend the term of the Agreement beginning on September 1, 2023, through August 31, 2024.

3. **Amended Responsibilities.**

   3.1. Exhibit B is deleted hereby in its entirety.

   3.2. Replace Exhibit B with Contractor's Order DB052299645 and 2023-2024 Pricing Information, hereby attached to this First Amendment and made part of this Agreement.

   3.3. The total cost for the Services on the attached Exhibit B is Five Thousand Dollars and Zero Cents ($5,000.00), due and payable by the District thirty (30) days after receipt of Contractor's invoice.

   3.4. The pricing of all Services under this Agreement shall not exceed and as set forth on the attached Exhibit B.

   3.5. Within section 9, delete the language which has a strikethrough and replace with the following language which is underlined:

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

Attn: <u>Contracts Administrator</u>
2407 LaPorte Avenue
Fort Collins, CO 80521
E-mail: <u>contracts@psdschools.org</u>

4. **<u>Special Provisions.</u>**

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

5. **<u>General Provisions.</u>**

   5.1. **<u>Entire Agreement.</u>** 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. **<u>Signatures.</u>** 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.

DREAMBOX LEARNING, INC   POUDRE SCHOOL DISTRICT R-1

By: _Paul D. Marvin_____   By: _R David Montoya_____
                                         R David Montoya (Aug 14, 2023 10:12 MDT)

Paul Marvin   R. David Montoya
Interim CFO   Chief Finance Officer

                                     By: _Traci Gile_____
                                         Traci Gile (Aug 14, 2023 09:27 MDT)

                                     Traci Gile, Ph.D.
                                     Assistant Superintendent of Elementary
                                     Schools

Exhibit B

MATH

READING

DreamBox Learning®

Poudre School District

Nick Underwood | (480) 243-2991 | nick.underwood@dreambox.com

2023-2024 Pricing Information

12-Month Single Student Licenses		
PRODUCT TYPE	**QUANTITY**	**PRICE (per license)**
DreamBox Math	**First 100-500**	**$31.00**
	Next 501– 5,000	**$26.00**
	All Licenses 5,001+	**$22.00**
DreamBox Reading Plus 3rd – 12th Grade	**First 100-500**	**$50**
	Next 501– 5,000	**$47**
	All Licenses 5,001+	**$44**
DreamBox Reading Park K – 2nd Grade * *Available Back-to-School 2023***	**First 100-500**	**$21**
	Next 501– 5,000	**$18**
	All Licenses 5,001+	**$15**
Live Webinar PD Sessions	**Two (2) 60-Minute Sessions**	**$1,150**
Full Day Onsite PD Session	**Up to 6 Hours**	**$4,250**

DreamBox Learning overview

Fast facts

- DreamBox Math and DreamBox Reading are both rated STRONG by Johns Hopkins University EvidenceforESSA.org

- DreamBox Intelligently Adaptive Technology™ responds to student behavior in real time, meets them right where they are, and quickly closes their learning gaps.

- In-platform actionable data and reporting empowers educators to make informed instructional decisions

- DreamBox Reading is the only reading program that measures motivation and silent reading fluency: the skill least taught, yet most tested.

- DreamBox programs encourage students to take ownership over their learning journey by offering opportunities to set and measure goals, self-select content across an extensive, diverse and representative library, and make sense of lessons in the most meaningful and personal way.

- Both platforms integrate assessment within instruction. DreamBox Math provides formative assessment as students work within the program.

- Lessons support all learners, including Tier II and Tier III, Spanish-speaking, and enrichment students.

- DreamBox captures critical information for every interaction, decision, approach, and answer. It then adjusts instruction in real-time to provide targeted scaffolding and differentiated support. From day one, students experience meaningful instruction, personalized to their needs.
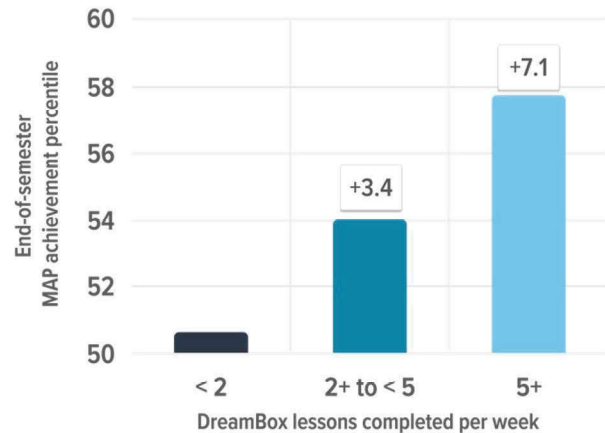
Proven Results

DreamBox has proven effective results. Our organization has a research portfolio that demonstrates statistically significant effects on improving student outcomes.

Results: DreamBox Math

A study from the Center for Education Policy Research at Harvard University found that by using DreamBox Math just 14 hours over the course of the school year (about 20 minutes per week), the average student's math achievement improved by 4 percentile points.

During the pandemic, students who used DreamBox Math for one hour a week demonstrated over 5 percentile point gains in just 8 weeks. This growth was across all achievement levels, in all grades, and all instructional settings.

MAP percentile increase for all students

End-of-semester MAP achievement percentile

- < 2
- 2+ to < 5 : +3.4
- 5+ : +7.1

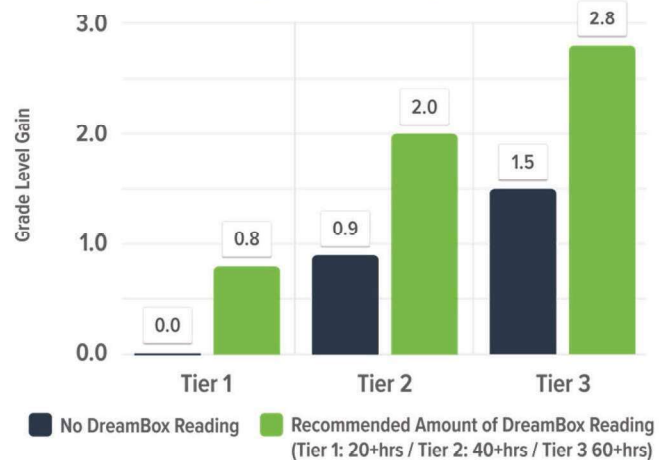DreamBox lessons completed per week

Results: DreamBox Reading

DreamBox Reading has been proven to produce 2.5 years of growth for students well below grade-level in just 60 hours of personalized instruction.

A study of 235,779 students found that despite nationwide school closings during the 2019-2020 school year, students who used DreamBox Reading achieved statistically significant reading proficiency gains on par with prior-year results.

Reading Proficiency Gains

Grade Level Gain

- Tier 1: 0.0 / 0.8
- Tier 2: 0.9 / 2.0
- Tier 3: 1.5 / 2.8

■ No DreamBox Reading   ■ Recommended Amount of DreamBox Reading (Tier 1: 20+hrs / Tier 2: 40+hrs / Tier 3 60+hrs)
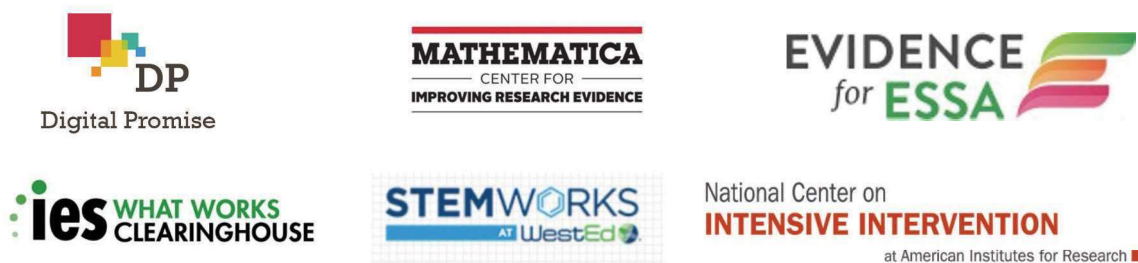
DREAMBOX LEARNING

Research based

DreamBox programs have been evaluated by multiple well-respected educational organizations. The results of these evaluations demonstrate consistently that educators can use our programs with confidence.

DreamBox's large research portfolio over the past 15 years demonstrates statistically significant effects on improving student outcomes. The program has been validated in a wide range of districts and schools, with all key subpopulation groups of students, and for RTI/MTSS Tiers I, II, and III.

Independent research from:

READING RESEARCH QUARTERLY

SSSR
Society for the Scientific Study of Reading

Reading Psychology

ESJ The Elementary School Journal

HARVARD UNIVERSITY

SRI International®

Vanguard
School Administrators Association of New York State

Research validation and recognition from:

DP
Digital Promise

MATHEMATICA
CENTER FOR
IMPROVING RESEARCH EVIDENCE

EVIDENCE
for ESSA

ies WHAT WORKS CLEARINGHOUSE

STEMWORKS
AT WestEd

National Center on
INTENSIVE INTERVENTION
at American Institutes for Research

"We have amazing teachers that want to do the best they can for kids, and they grabbed hold knowing DreamBox is a powerful tool that can support them in the classroom, whether in-person or remote. [DreamBox is] like having another teacher in the classroom."

–Katie Snider, Elementary Math Coordinator at Allen ISD, TX

How it works

DreamBox provides in-the-moment insights for educators to make the best instructional decisions for every student. It also gives administrators insights to help evaluate instructional programming. Consider six reasons your district deserves DreamBox Math:

1. **Evidence-based:** DreamBox Math, the only K – 8 digital math program rated STRONG by Evidence for ESSA, is powered by students, built by and for educators and proven to have a positive impact on student achievement.

2. **Personalized instruction**: Continuous formative assessment captures students' decisions as they solve every math problem. The platform can relay progress and performance data in and between lessons without disrupting instruction. It adjusts instruction within and between lessons to match each learner's level of readiness. Its assessment creates learning that is focused on effort and action, not memorization.

3. **Challenging and motivating**: Responsive learning environments adapt to struggling, on-level and advanced students. Learners receive instruction in an environment that is right for them. Students are challenged and nurtured according to their individual levels. They are encouraged to engage, reflect and engage again. When learners work consistently within a zone of proximal development, they feel motivated and engaged during every lesson.

4. **Confidence-building:** Students take ownership of their math learning when they set and track goals, personalize avatars and work within incentivized gamified environments. Built-in student messaging lets teachers send personalized notes to encourage productive struggle. Students can respond or initiate conversations and feel connected with their teacher right within the platform.

5. **Targeted instruction:** DreamBox provides extra support for teachers to focus more on what they do best, teaching. The solution equips educators to create assignments that differentiate lessons for the entire class, small groups or individual students. With Lesson Recommendations, educators see instantly, students' progress, including insights about what they should learn next.

6. **Actionable data and progress monitoring**: Educators can use robust reports and information from the platform to know when and how to accelerate or remediate and how to differentiate. This data allows educators to make the most informed instructional decisions in real time.

The DreamBox Math experience

Predictive insights:

- No additional testing
- No lost instructional time
- Predictions on student attainment of grade level learning objectives by the end of the school year

Instructional support:

- RTI (Tiers I, II and III)
- Title I & II
- Tutoring
- Remote learning
- Special education
- Before and after school programs
- Summer school
- Spanish learners
- Enrichment programs

Implementation models:

- Whole class
- Small groups
- One-to-one
- Blended learning
- Remote learning

Dual language:

Full Spanish version available trans-adapted orally and text for academic language acquisition

Professional development:

- On-demand DreamBox University
- Live webinars
- Onsite sessions

Standards alignment:

Assign by feature aligned with all state standards as well as most major assessment and core curriculum programs, including:

Curriculum programs:

- Bridges
- Engage NY
- Eureka Math
- Math Expressions
- Origo Stepping Stones
- Contexts for Learning Mathematics
- Ilustrative Math (K-5 and 6-8)
- Everyday Math (Ed. 3 & 4)
- enVisionmath 2.0
- Go Math!
- TERC Investigations 3

Assessment measures

- RIT scores from the NWEA MAP Growth assessment

# Automatic differentiation and personalization

Research has indicated that students do not learn math in a simple, linear way. Learning grows like a web through a range of experiences. Most programs adapt ONLY based on a right or wrong answer. DreamBox Math goes beyond tracking whether a student's answer is correct or incorrect and assesses each student within every lesson. The platform tracks numerous behaviors, such as:

Common mistakes

- Doesn't group ones correctly
- Adds place values separately
- Groups ones but double counts
- Combines all digits

Types of strategies
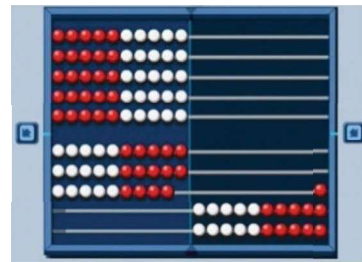
- Adds by 1s
- Adds by 5s
- Adds by 10s
- Subtracts 10s from 100

Time spent to solve a problem

- Happens behind the scenes
- Students don't know they're being timed

Number of hints required
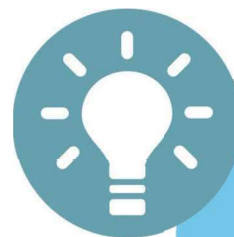
- Relevant scaffolding in real time
- Helpful tips without giving away the answer

Key features

Predictive Insights

DreamBox Predictive Insights shows educators predictive trends from the earliest days of the school year. After only 12 lessons, the report shows whether students are on or off track to meet grade-level expectations by the end of the year. If students aren't on track, educators get a personalized weekly target of lessons each student should complete to get back on track.

Spanish version included

All of DreamBox math lessons are available in Spanish. DreamBox has been carefully evaluated by Spanish student focus groups and has undergone lengthy consultation with Spanish-speaking teachers to provide students with the best possible Spanish math experience orally and in text.


Complete algebra readiness

DreamBox provides middle school students with a deeply personalized learning experience that fosters the skills that are critical to algebra readiness. Our middle school lessons offer students lessons across parallels, transversals, angles and triangles, rules of exponents, equivalent expressions, word problems and more.

Predictive Insights are available within DreamBox's Advanced Offering.

DREAMBOX.COM

DREAMBOX MATH
Key features
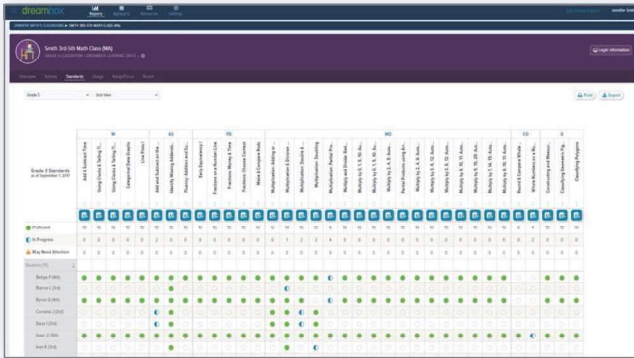
Core programs aligned with assignments

Educators can track student progress aligned to their specific state standards and create assignments based on what they are studying.

Lesson highlights

Productive struggle can go unseen, but with lesson highlights, educators can watch a slide playback of a student's engagement. Educators can see where students struggled and provide targeted support in person or online to close gaps in understanding.
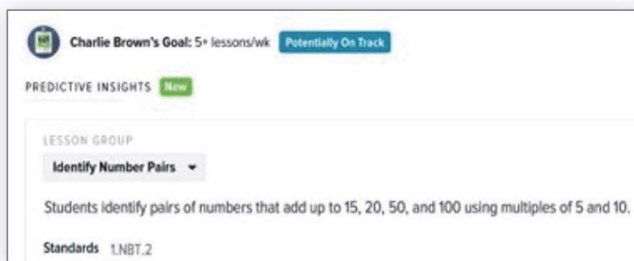
Lesson Recommendations

Lesson Recommendations enables educators to understand quickly where each student is now, where they need to go next, and which students can work together on a given topic.

Alignment to all state standards

Alignment with state standards

The lessons in DreamBox Learning align with U.S. state standards reporting for existing lessons, as well as to Common Core and Canadian standards.

Lesson Highlights and Lesson Recommendations are available within DreamBox's Advanced Offering.

Progress monitoring for all stakeholders

DreamBox strives to provide a powerful educator experience and to help schools and teachers bring together great teaching and meaningful, actionable data that impacts learning. This powerful combination enhances educators' effectiveness, deepens their understanding, and empowers teachers to leverage data. Our robust set of classroom, school level, district, and parent reports provide details about student usage, progress and growth. By using these reports, educators feel empowered to make appropriate instructional and intervention decisions and communicate student progress with stakeholders.

Administrators & teachers: Standards Proficiency Report

The Standards Proficiency Reports helps administrators better understand and address student proficiency across the district while seeing the impact that DreamBox makes. Teachers can track the progress their students make on grade-level standards as they follow DreamBox personalized, adaptive pathways. Teachers can also use this report to target play with an assignment based on a standard they are or will be learning in class.
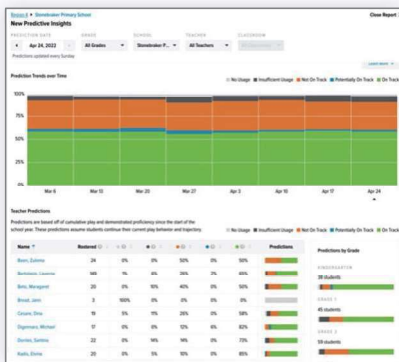

Administrators & teachers: Predictive Insights

After students play only 12 lessons, DreamBox Predictive Insights shows administrators at the district, school, grade or class level, and teachers at the class level, a predictive metric about proficiency with grade-level learning objectives by the end of the year. Using Predictive Insights, administrators can monitor progress easily to make data-informed intervention decisions. Teachers also see a recommendation, personalized for any student who's not on track, for how many lessons per week can help get them back on track for proficiency by year-end.

Students: Achievements & Stats

DreamBox draws students into their learning experience by allowing them to access their own personalized Stats and Achievement pages. Designed by students, these features enable students to set goals, celebrate progress, and see what's to come. With easy-to-understand data reports, students can track their learning and see their achievements, view lesson history and statistics, reflect on their learning, and discuss the skills they've learned and their personal goals with teachers.
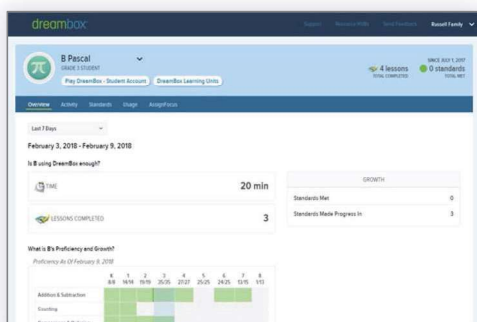
Family Reports

For families who use DreamBox at home, parents get dashboards with information that highlights important learning milestones. Learning guardians can see their student's needs and achievements rather than having to wait for a report card.

Professional development

DreamBox Learning blended-learning packages offer a range of flexible, relevant, engaging synchronous and asynchronous professional development opportunities to improve student learning outcomes and build teacher capacity.

DreamBox University is a compilation of online guided resources designed to bring an effective blended-learning experience to educators.

PD blended-learning packages

Single site
- National live webinars
- DreamBox University (including onboarding course)
- Two self-paced digital implementation guides for educators
- Two (2) 60-minute personalized webinars

Multisite (five sites maximum)
- National live webinars
- DreamBox University (including onboarding course)
- Two self-paced digital implementation guides for educators
- Four (4) 60-minute personalized webinars

Multisite (10 sites maximum)
- National live webinars
- DreamBox University (including onboarding course)
- Two self-paced digital implementation guides for educators
- Six (6) 60-minute personalized webinars

Understanding DreamBox & the adaptive engine

Interactive learning guides & resources

Collaborative guided learning opportunities

Targeted live webinars & support

Add a virtual onsite to enhance your professional learning experience

Full day (up to six hours) of personalized professional development for your school or district. The experience combines virtual facilitator-led content with independent and collaborative teacher work sessions. Highly recommended for math coaches and interventionists.

How it works

DreamBox Reading is an adaptive reading solution for all learners. The program includes adaptive assessment, personalized instruction and practice and accessible resources that enable teachers to meet the needs of every student. Consider six reasons your district deserves DreamBox Reading:

1. **Adaptive assessment:** The DreamBox Reading adaptive assessment, InSight, provides a fast, effective way to determine students' reading proficiency to ensure they are on a personalized learning path toward reading proficiency.

2. **Personalized learning:** DreamBox Reading customizes instruction by placing students at their just-right levels based on assessment data and continually adapting to progress.

3. **Teacher-directed instruction:** Comprehensive online instruction and printable materials support direct instruction and differentiation. Integrated teaching tools include video tutorials, printable worksheets, graphic organizers and lesson plans.

4. **Content library:** DreamBox Reading provides an extensive library of over 2000 engaging, informational and literary selections that support instructional objectives through student-centered learning.

5. **High-interest, low readability content:** DreamBox Reading offers lower text complexity content that is topically appropriate for older students.

6. **Professional learning:** When your school or district joins the DreamBox Reading community, you partner with our team of dedicated professionals committed to the best possible implementation.

Well below grade level
2.5 level gains in 60 hours

Below grade level
2.0 level gains in 40 hours

At grade level
1.0 Level gain for college and career readiness

THE DREAMBOX READING EXPERIENCE

InSight:
- Fast and effective way to determine students' levels
- Real-Time Activity Dashboards show up-to-date student activity and progress
- Student and classroom Projected Growth Reports reflect progress toward goals

Instructional support:
- General education
- Intervention
- Tutoring
- Remote learning
- Special education
- Extended learning
- Summer school
- English learners
- Enrichment

Implementation models:
- Comprehensive 1:1 online instruction
- Printable materials for direct instruction and differentiation
- Integrated teaching tools (videos, tutorials, worksheets, organizers, lesson plans)

Standard success services:
- Implementation support
- 24/7 Access to eLearning resources
- Stakeholder training
- SIS integrations
- Ongoing communication and motivation contests
- Comprehensive reporting
- Ongoing technical support and customer service

Standards alignment:
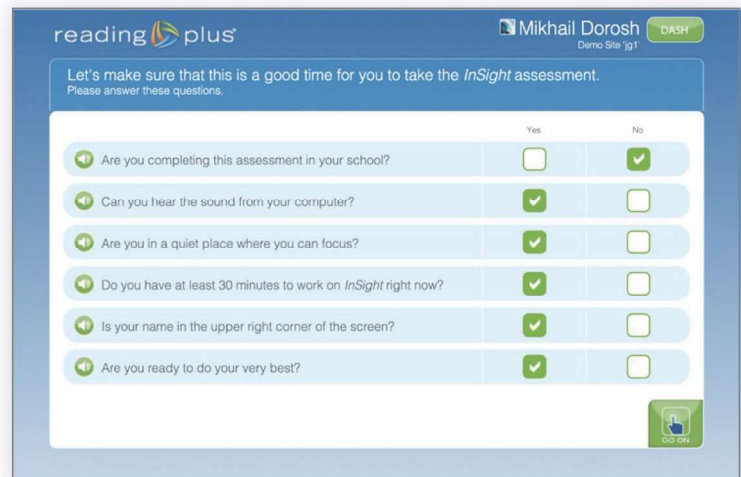- ALL state standards
- Common Core State Standards

The only reading program that measures motivation:
- Extensive library of engaging, informational and literary selections
- Topics reinforce classroom learning objectives
- Content provides mirrors and windows so students relate to shared experiences and discover the world around them

Insight assessment

The DreamBox Reading adaptive assessment, InSight, provides a fast, effective way to determine students' academic standing. It helps ensure they're on personalized learning paths toward reading proficiency. In just 40 minutes, educators have a clear, comprehensive picture of students' skills and abilities in silent reading fluency, comprehension, vocabulary and motivation.

InSight goes beyond typical measures of comprehension and vocabulary by measuring comprehension-based silent reading rate and motivation for reading.

Silent reading fluency: InSight measures a student's comprehension-based silent reading rate to inform the personalized instruction and practice activities that build and strengthen skills needed for fluent and efficient reading.

Three assessments in one screener: The screener report groups students by instructional needs. It determines which students need comprehension, vocabulary and/or silent reading rate development support with DreamBox Reading. Teachers can easily understand students' unique needs by reviewing their personalized diagnostic profiles.

Placement: DreamBox Reading Placement and Schedule Report shares the most appropriate program components for instruction, the initial placement level within each component and weekly assignment recommendations for each component.

Benchmarking: Educators can administer the InSight assessment up to two additional times to provide valuable benchmarking for mid- and end-of-year reading improvement. Educators can monitor each student's progress over time and determine how program usage affects growth.

Real-time insights and reporting

As students work in DreamBox Reading, administrators and teachers can access user-friendly reports to monitor student use and progress. Key reports also provide rich data and resources for differentiated teacher-directed instruction based on DreamBox Reading data.

Reports present data at the district, site, class or student level. From any aggregated report, administrators and teachers can drill down to more detailed information or use filters to finely tune their data.

Key reports for administrators
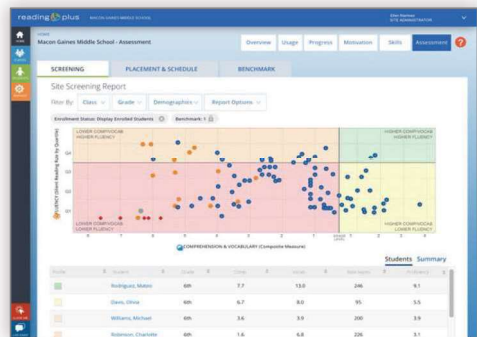
The Screening Report

Easily understand each student's current comprehension, vocabulary and fluency, relative to grade level.
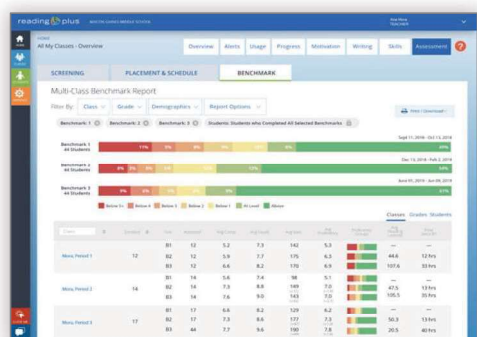- View reports by site or class level.
- View results from students' InSight assessment.
- Find color-coded information about instructional needs based on placement.
- Filter data to focus on data for a subgroup of students.
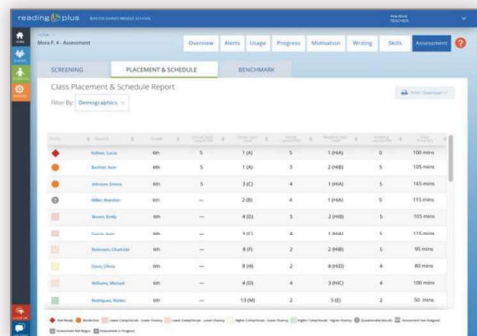
The Placement and Schedule Report

See how each student's InSight assessment data translates into a personalized learning path in DreamBox Reading.
- View reports by site or class level.
- Review student placement levels for both vocabulary and reading.
- Get recommendations for the number of weekly lessons each student should complete in each instructional component.

The Benchmark Report

*Monitor proficiency level progress across each assessment.*
- View reports by site or class level.
- See students' proficiency for each InSight assessment.
- Track proficiency increases relative to grade level.
- View comprehension and proficiency as grade levels or Text Lexile® Ranges.
- Drill down to analyze benchmark data for specific grades, classes or students.

DREAMBOX READING
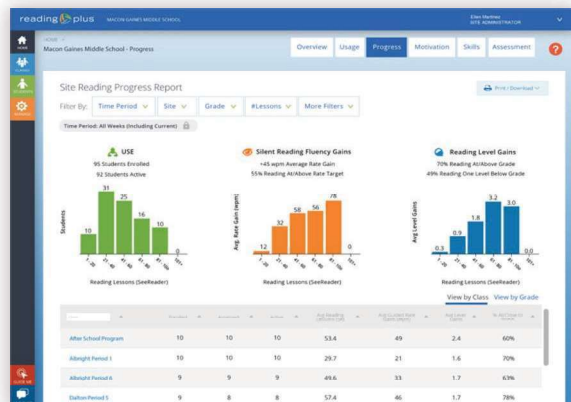# Real-time insights and reporting

Key reports for administrators
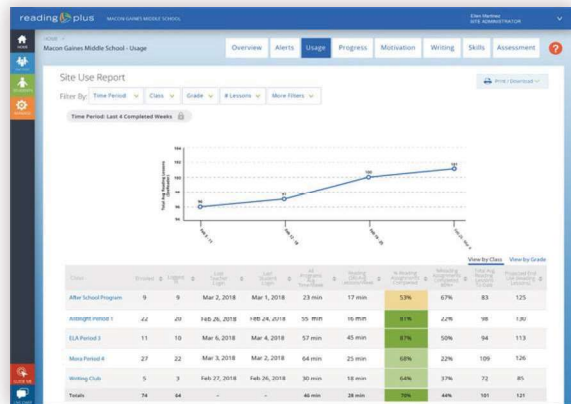
Site Use Report

Monitor program usage and fidelity.
- View reports by district or site level.
- Ensure teachers log in to the program regularly.
- Identify which classes meet usage expectations.

Site Reading Progress Report

See how program usage translates into fluency and reading gains.
- View reports by district or site level.
- Discover which classes and students are on track to complete the end of-year program goals.
- Identify teachers in need of implementation support.
- Track averages across lesson completion, level gains, wpm gains and percent of students at/close to grade-level proficiency.
- Slice and dice by class or grade.

Key reports for teachers
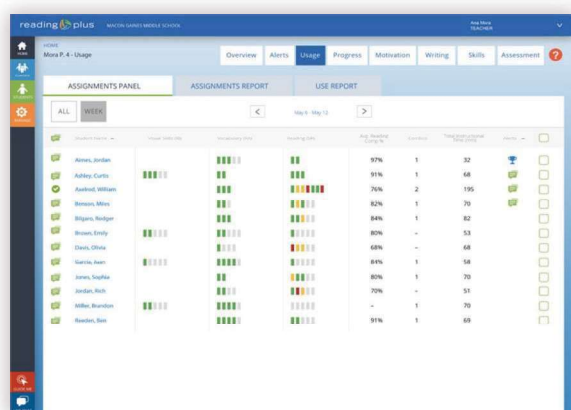
The Assignments Panel

Access clear information on each student's progress toward reading proficiency.
- Track each student's lesson completion, average comprehension, combos earned and total instructional time.
- Receive notifications about students who need immediate attention.
- Send students messages from within the platform to celebrate their success or offer additional support.

Real-time insights and reporting

Key reports for teachers

The Real-Time Activity Dashboard
Get an up-to-date view of what students are working on in DreamBox Reading.
- View up-to-minute information across what students have accomplished in the platform.
- Monitor student engagement and assignment completion.
- Message students directly from the dashboard to provide support, reminders, or celebrate achievements.
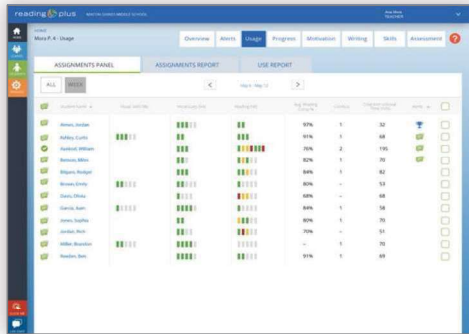

Class Reading Progress Report
Track student progress toward reading proficiency goals.
- Capture a comprehensive view of the efficiency/fluency gains and reading gains students make.
- View individual students' progress toward grade-level goals.
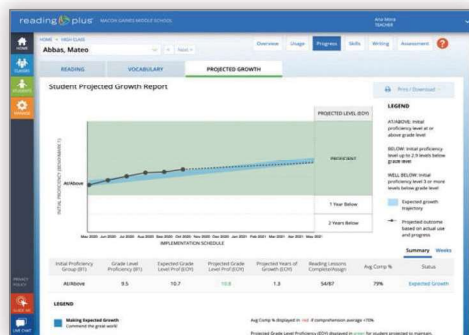
Student Projected Growth Report
Access data on student growth to date and predictions for end-of-year proficiency.
- Find each student's predicted proficiency level for the end of a school year, based on assessment data, program usage and ongoing performance.
- Identify students early for RTI/MTSS support.
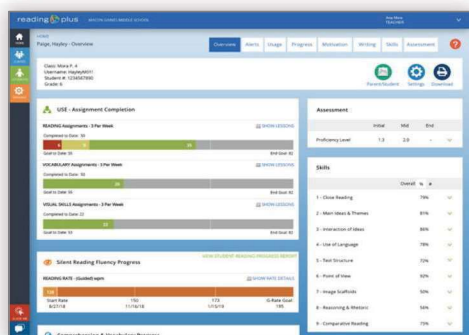
Student Overview Report
A comprehensive picture of student performance in all programs.
- View the student's level of mastery with nine comprehension anchor skills and 21 subskills.
- Drill down into detailed data across every InSight assessment administration.
- Get actionable data about each student's specific comprehension strengths and challenges.

Success services

Our mission is to provide a powerful educator experience and to help schools and teachers bring together great teaching and meaningful, actionable data to impact learning. This powerful combination enhances teacher effectiveness, deepens teacher understanding, and empowers teachers to leverage formative data to think, plan, and act. With DreamBox, teachers can dive more deeply into specific information about how their class is performing against the standards. Teachers will be able to see which lessons each student has completed, even if the student did not achieve proficiency, and the standards that are aligned with that lesson.

Standard Success Services Overview

The following services and resources are included in your DreamBox Reading purchase:

Planning meetings and webinars: Your success partner will connect with you for the following webinars throughout your DreamBox Reading implementation:

Planning meeting webinar (start of implementation): The virtual planning meeting gives our experts the opportunity to understand your district's unique goals, plans and challenges. We'll tailor an implementation process to help you make the most of your experience with DreamBox Reading.

Launch review webinar (4-6 weeks after launch): This is a timely review of your initial goals. You'll measure current assessment completion data against your expected growth outcomes to refine your plan and maximize progress.

End-of-year review: We'll review the Proficiency Growth Report to determine your students' gains toward improving their literacy skills. We also reassess our plan from the beginning of the year to learn what goals we achieved, various wins and success stories, as well as opportunities to continue to improve our partnership in the year ahead.

Success services (cont.)

eLearning resources
Available 24/7 on the educator Learn Site, a complete professional and instructional support site:

- **eLearning modules:** A complete training curriculum for new and returning teachers and administrators. Educators can complete training modules from anywhere with internet access, making this a flexible onboarding experience.

- **Teacher training:** Teachers new to DreamBox Reading and those returning to the program can find eLearning modules on starting DreamBox Reading (pre-launch/launch learning) and continued use over the school year (instruction and coaching).

- **Site administrator training:** New and returning school staff who oversee DreamBox Reading can find eLearning modules on starting DreamBox Reading (pre-launch/launch learning) and continued use over the school year (instruction and coaching).

- **Writing prompts**: Available response prompts extend all 20+ comprehension skills taught in DreamBox Reading for fiction and nonfiction.

Skills coach
A series of animated online lessons that address the nine major reading comprehension anchor skills and component subskills.

Motivational strategies
Ideas for motivation tools and contests to encourage student engagement in DreamBox Reading.

Customer service & technical support
Our top-rated customer service team is available Monday through Friday, 7:30 a.m. – 7 p.m. EST to support students, parents, educators and administrators via three key channels: email, live chat and phone.

Helpful printables
- Student tracking sheets
- Skill-building activities
- Graphic organizers
- SIS Integrations

Integration support
A student information system with DreamBox Reading integrates using ClassLink or Clever and will be able to share classes and student demographic information. A DreamBox Reading integration specialist will assist with integration.

Regular communications and motivation contests
Built-in on-screen WalkMe messages and tutorials are available 24/7 to help educators complete daily tasks and provide updates and news.

Monthly email newsletters
- Invitations to participate in national contests
- Success stories from DreamBox Reading educators
- Helpful tips and resources throughout the year

Comprehensive reporting suite
DreamBox Reading's educator management system provides a complete suite of reports at the student, class, school, and district levels to monitor performance and growth. Reports inform differentiated instruction by grouping students who need support with the same skills.

Additional professional development opportunities available for purchase

DreamBox Software and Services Agreement
Poudre School District R-1

777 108th Ave. NE, Suite 2300
Bellevue, WA 98004-5149
Phone: 877.451.7845
Fax: 425.484.6476
schools@dreambox.com
www.dreambox.com

Order Form #: DB052299645

Order Form Valid Until: Jul. 28, 2023

Order Form		
Customer: POUDRE SCHOOL DISTRICT R-1	**Service Start Date:** 09-01-2023 **Service End Date:** 08-31-2024	**Subscription Period:** 12 Months
Customer's Point of Contact: Name: Tracy Stibitz Title: Contract Administrator Phone:(970) 490-3564 E-Mail: tstibitz@psdschools.org	**Customer's Billing Address:** Attn: Tracy Stibitz 2407 LA PORTE AVENUE FORT COLLINS, CO 80521	**Agreement Prepared By:** Lance Vogler Title: Regional Account Executive Phone: (720) 421-9973 E-Mail: lance.vogler@dreambox.com

Pricing		
Software and Services	**Quantity**	**Price**
Reading Plus Licenses *Tavelli Elementary*	100	$5,000.00
	Subtotal:	$5,000.00
Outside of the states of Washington, South Carolina, Arizona and Hawaii, customers are responsible for remitting any taxes imposed by their states.	Sales Tax:	$0.00
	Total:	$5,000.00

Invoicing and Payment Terms			
Subscription Period/ Total Fees/Additional Terms	**Fee Schedule**	**Invoice Schedule**	**Payment Schedule**
Term Length (months): **12** *Total Fees:* **$5,000.00**	$5,000.00	7/30/2023	8/29/2023

Payment Options

- To pay by purchase order, please email your purchase order to schools@dreambox.com or fax your purchase order to 425-484-6476.
- To pay by credit card for **Order Forms totaling less than $8,000.00**, please . Please consult the Dreambox Billing FAQ page if you have questions regarding payment.
- As Covid-19 uncertainties continue to extend closures nationwide, we understand many offices are closed and may have trouble accessing physical items such as checks. We would like to encourage and help customers to process payments electronically. Our banking information is below and can also be found on your DreamBox Learning invoice. This banking information can be used to process an ACH or a wire. Please email us at Accountsreceivable@dreambox.com should your banking institution require additional information from us for processing payments.

Please note changes below to ACH and Drop Box changes effective November 1, 2022

Please remit via ACH (preferred) to: **DreamBox Learning, Inc.** **PNC Bank** **Routing #: 031207607** **Account #: 8026515017**	**Check Payments can be mailed to:** **DreamBox Learning, Inc.** **P.O. Box No. 778853** **Chicago, IL 60677-8853**

Should you need any assistance with setup or have additional questions regarding payment, please contact Accounts Receivable at accountsreceivable@dreambox.com.

By signing below the parties are accepting the Terms and Conditions incorporated into this Agreement

DREAMBOX LEARNING, INC.

CUSTOMER: Poudre School District R-1

Signature: _Paul D. Marvin_

Name: **Paul Marvin**

Title: **Interim Chief Financial Officer**

Signature: _____

Name: _____

Title: _____

Date: _____

TERMS AND CONDITIONS

1. **DreamBox Learning, Inc.** ("DreamBox Learning") offers software products and services that provide personalized math and reading instruction in an engaging environment for students ("DreamBox Math," "DreamBox Reading" (formerly known as "Reading Plus"), and "Reading Park" respectively). DreamBox Math provides a three-pronged approach to math, focusing on teaching concepts, problem-solving, and procedures, which is underpinned with an intelligent, adaptive engine that sequences and personalizes instruction to meet the needs of each student. Reading Plus introduces and builds the silent reading skills students need to become proficient independent learners. It focuses on vocabulary, comprehension, and fluency development, and it includes a highly reliable assessment that can be used as a screener, placement test, and measure of growth. As an intervention and instruction program, Reading Plus adapts automatically to each student's changing needs, ensuring individualized learning paths lead toward reading proficiency. The program includes an extensive library of engaging texts, rigorous comprehension tasks, evidence-based writing in a built-in portal, a patented Guided Window for fluency development, a variety of scaffolds, and numerous materials for teacher-led instruction. Reading Park develops the critical foundational skills young learners need to become independent readers by providing lessons designed to develop phonemic awareness and phonics, as well as introducing fluency, vocabulary, and comprehension skills. The program guides students toward successful and productive reading through a playful, engaging learning environment. Reading Park's unique combination of in-lesson and between-lesson adaptations offers personalized and effective technology-driven instruction by adjusting lessons in real time to ensure individual learning needs are addressed in the moment. Its continuous embedded assessment allows the program to determine the appropriate sequencing of the next lesson. Both Reading Plus and Reading Park are research-based programs grounded in the science of reading. DreamBox Learning's software products and services are offered to you on a software-as-a-service basis pursuant to the terms and conditions set forth in this Software-as-a-Service Agreement (the "Agreement"). This Agreement is made and entered into by and between DreamBox Learning and you, the customer identified on the attached order form ("you" or "Customer"). This Agreement sets forth the terms and conditions pursuant to which DreamBox Learning agrees to provide to you access to and use of the software products and services described in this Agreement (collectively, the "Software and Services"). This Agreement comprises the attached order form (the "Order Form") and these terms and conditions (the "Terms and Conditions"), each of which are an integral part of this Agreement and incorporated herein by this reference. If this Agreement reflects your understanding, please indicate your agreement to be legally bound hereto by having a duly authorized signatory sign the Order Form. The Agreement will only be effective when executed and delivered by a duly authorized signatory of each party. Capitalized terms used but not otherwise defined in these Terms and Conditions (whether in singular, plural, or possessive) have the meaning ascribed to such terms in these Terms and Conditions or the Order Form.

2. **CUSTOMER ACCOUNT**

   2.1 **Access**. These Terms and Conditions govern your access to the Software and Services. The Software and Services comprise the software to which you are granted access by DreamBox Learning (the "**Software**") and the services provided by DreamBox Learning to you in connection therewith (the "**Services**"). Beginning on the Service Start Date, DreamBox Learning will provide you with the account activation information necessary for you to access the Software and Services via an online account (the "**Customer Account**"). Notwithstanding anything to the contrary herein, you will be responsible for obtaining and maintaining at your expense all the necessary hardware, software, connections to the Internet, and other systems and networks required in order to access the Customer Account and the Software and Services provided in connection therewith. You are solely responsible for the confidentiality and use of the usernames, passwords, and account identifiers associated with the Customer Account. In no event will DreamBox Learning be liable for any loss of your data or other claims to the extent the same arose from unauthorized access to the Customer Account.

   2.2 **Updates; Enhancements.** At no charge to you, DreamBox Learning will install on its servers any software updates deemed reasonably necessary to address errors, bugs, or other performance issues in the Customer Account or the Software and Services (collectively, "**Updates**"). Updates, if any, will be subject to this Agreement. DreamBox Learning reserves the right at any time and without prior notice to Customer to temporarily limit Customer's access to the Customer Account and use of the Software and Services in order to perform repairs, make modifications, or as a result of circumstances beyond DreamBox Learning's reasonable control. DreamBox Learning may, in its sole discretion, modify, enhance, or otherwise change the Software and Services upon written notice to you. DreamBox Learning shall not be obligated to provide to you any new feature, functionality, or service for which DreamBox Learning generally charges a separate fee.

   2.3 **License.** Subject to the terms and conditions of this Agreement, DreamBox Learning hereby grants to you a limited, non-exclusive, non-sublicenseable, non-transferable license during the Subscription Period to access the Customer Account and permit designated administrators, faculty members, staff members, and enrolled students to use the Software and Services, as made available to you via the Customer Account, commencing on the Service Start Date, solely for your own educational purposes. All Software and Services are provided as-is and the license to those Software and Services are to the full content offering with no customizations.

   2.4 **Protections Against Unauthorized Use.** You will take all appropriate steps and precautions to protect the Software and Services from unauthorized use by your officers, directors, trustees, administrators, faculty, staff, employees, agents, and students, and any third parties who obtain access to the Software and Services directly or indirectly through you, including any former officers, directors, trustees, administrators, faculty, staff, employees, agents, or students. You understand that nothing in the license granted to you in Section 2.3 above permits you to disclose know-how, trade secrets, or other non-public information disclosed to you by DreamBox Learning to any third party without obtaining DreamBox Learning's advance written consent except as otherwise required by applicable state or federal law. In the event of any actual or suspected unauthorized use by anyone who obtained access to the Software and Services directly or indirectly through you, you will take all steps reasonably necessary to terminate such unauthorized use. Further, you will provide to DreamBox Learning such cooperation and assistance related to any such unauthorized use as DreamBox Learning may reasonably request.

   2.5 **End Users' Compliance with Website Terms of Use.** You understand that your users of the Software and Services (i.e., your designated administrators, faculty members, staff members, and students) will be bound by the terms and conditions set forth in DreamBox Learning's Website Terms of Use (available at http://www.dreambox.com/terms or a successor site) to which such individuals will consent in connection with their access to and use of the Software and Services.

   2.6 **Reservation of Rights**. The Software and Services are licensed to you, not sold. You acknowledge that the Software and Services and any and all intellectual property rights therein, including any know-how, trade secrets, and other non-public information related to the Software and Services, are, and shall remain, the sole and exclusive property of DreamBox Learning and contain DreamBox Learning's confidential and

proprietary materials. All uses of DreamBox Learning's trademarks and related goodwill incidental to your access to the Customer Account or use of the Software and Services will inure solely to DreamBox Learning and you will obtain no rights with respect to any of DreamBox Learning's trademarks. You acknowledge and agree that, if you or your officers, directors, trustees, administrators, faculty, staff, employees, agents, or students provide any feedback or suggestions to DreamBox Learning concerning the Software and Services (including identifying any errors or improvements) ("**Feedback**"), DreamBox Learning is hereby assigned all right, title, and interest in and to the Feedback, including any and all intellectual property rights therein, and DreamBox Learning is free to use the Feedback without any payment or restriction.

3. PAYMENT

Unless otherwise stated in the Order Form: (i) Purchase Orders referencing the Order Form are due within thirty (30) days of the Effective Date of this Agreement, and (ii) Payment is due within thirty (30) days of receipt of Invoice but no later than fifteen (15) days from Service Start Date.

4. SERVICES

4.1 <u>Delivery</u>. Professional Development may be delivered on-site or by electronic means (webinar), as outlined in the applicable Order Form. All Professional Development will be utilized within 12 months of the Order Form Contract Start Date. Professional Development not utilized within 12 months of the Order Form Contract Start Date will be forfeited.

4.2 <u>Cancelation</u>.

(a) On-site Professional Development canceled within 15 business days of the scheduled on-site visit will result in forfeiture. DreamBox Learning shall have no obligation to reschedule on-site. Notwithstanding the foregoing, if on-site visit is canceled due to acts of God, government regulations, disaster, or strikes DreamBox will work in good faith with the Customer to reschedule.

(b) Webinars canceled within 3 business days of the scheduled webinar will result in forfeiture. DreamBox Learning shall have no obligation to reschedule the webinar. Notwithstanding the foregoing, if webinar is canceled due to acts of God, government regulations, disaster, or strikes DreamBox will work in good faith with the Customer to reschedule.

(c) Should DreamBox be unable to deliver on-site Professional Development during the term of the Order Form due to prolonged school closures, inability for DreamBox employees to travel safely, or other instance which may cause it to be unsafe for DreamBox employees to interact in person with Customer employees then DreamBox will deliver the same Professional Development content virtually on the committed dates.

5. TERM AND TERMINATION

5.1 <u>Term</u>. This Agreement will become effective as of the Effective Date, and it will continue in effect until it is terminated in accordance with Sections 5.2, 5.3, and/or 5.4 below (the "**Term**"). For the avoidance of doubt, the Term comprises the period between the Effective Date and the Service Start Date, the Subscription Period, and any additional Renewal Period.

5.2 <u>Subscription Period</u>. The "**Subscription Period**" will be for the duration set forth in the Order Form. Following the end of the Subscription Period, the Order Form will automatically expire. Parties may mutually agree in writing, in a new Order Form, to renew this Agreement for one or more additional periods "**Renewal Period**" .

5.3 <u>Termination without Cause</u>. Neither party may terminate this Agreement without cause. For termination for cause, see Section 5.4 below. Notwithstanding the foregoing, you may terminate this Agreement at the end of the Subscription Period or the then-current Renewal Period. In the event that after the first 12 months of your Subscription Period or during a Renewal Period the amount necessary to pay the Fee, or Fees, are not included in your budget appropriation for the applicable period you may terminate your current Order Form, provided that (a) you use your best efforts to seek and obtain the necessary amount to meet your payment obligations hereunder in each applicable budget appropriation; (b) you notify us of your intent to terminate the agreement within 60 days after the applicable budget appropriation is approved and no later than 30 days prior to the end of the Initial Period or the Renewal Period, as the case may be, and (c) you do not, and you hereby agree that you will not, seek and obtain replacement software or services that are the same as or similar to the Software and Services during the applicable appropriation period.

5.4 <u>Termination or Suspension for Cause</u>. Either party may terminate this Agreement and the rights granted hereunder by written notice to the other party in the event of any material breach by the other party of any term or condition set forth herein, if such breach remains uncured 10 days after receipt by the defaulting party of a written notice of default from the non-defaulting party. In addition to other remedies available to DreamBox Learning, it may, in its sole discretion, suspend your access to the Customer Account and use of the Software and Services if payment of any Fee is due and payable and remains outstanding for more than 45 days.

5.5 <u>Survival</u>. Upon termination or expiration of this Agreement, all rights and duties of the parties toward each other pursuant to the Agreement cease except that: (a) within 30 days after the effective date of termination, you will pay all amounts owing to DreamBox Learning, including any Fees accrued prior to the effective date of termination; and (b) Sections 2.4, 2.5, 2.6, 5.5, and 7 survive termination or expiration of this Agreement.

6. PRIVACY

DreamBox Learning understands and agrees that you have obligations under the Family Educational Rights and Privacy Act and regulations and guidelines issued thereunder, as the same may be amended from time to time ("**FERPA**"), and other privacy laws to protect the confidentiality of personally identifiable information, as that term is defined in FERPA ("**PII**"), and to obligate those to whom you disclose PII to perform certain functions on your behalf in order to meet requirements and safeguards with respect to the use of such PII. During the term of this Agreement, DreamBox Learning is designated as your authorized representative (as that term is defined in FERPA) to receive, obtain, or create PII residing in one or more of DreamBox Learning's computer information systems used to host the Software and perform the Services. Without limiting any other obligations of this Agreement, DreamBox Learning will (a) not use PII for any purpose other than as expressly allowed under this Section 5; (b) not further disclose PII to any person, other than (i) to your applicable public school district and its employees or (ii) as specifically required or authorized by federal law; and (c) implement policies and procedures consistent with FERPA and in accordance with generally accepted practices,

privacy laws, and regulations to safeguard PII from unauthorized use and further disclosure. Notwithstanding the foregoing, you acknowledge and agree that you are responsible for notifying DreamBox Learning concerning any changes to your public school district or its administrators, faculty members, staff members, students, parents, or guardians that may affect DreamBox Learning's privacy policies. DreamBox Learning has no obligations to change its practices unless and until it has received notification from you of any such change, or changes, including, without limitation, any change in desired access by an administrator, faculty member, staff member, student, parent, or guardian. DreamBox Learning's full Privacy Policy is available at http://www.dreambox.com/privacy-policy.

7. NOTICE

Any notice required or permitted under the terms of this Agreement or required by law must be in writing and must be: (a) delivered in person, (b) sent by first class mail, (c) sent by overnight air courier, or (d) sent by email to legal@dreambox.com, in each case properly posted and fully prepaid to the address or email address set forth on the Order Form. Either party may change its address for notices by notice to the other party given in accordance with this Section 6. Notices will be deemed given at the time of actual delivery in person, three business days after deposit in the mail as set forth above, or one day after delivery to an overnight air courier service.

8. WARRANTY

DREAMBOX LEARNING DOES NOT WARRANT THE SOFTWARE OR SERVICES, EXCEPT AS SPECIFICALLY AGREED TO IN WRITING, AND EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, TITLE, AND NON-INFRINGEMENT. YOU WILL NOT HAVE THE RIGHT TO MAKE OR PASS ON ANY REPRESENTATION OR WARRANTY ON BEHALF OF DREAMBOX LEARNING TO ANY THIRD PARTY. NEITHER PARTY SHALL HAVE ANY CONTRACTUAL INDEMNIFICATION OBLIGATIONS TO THE OTHER PARTY.

9. MISCELLANEOUS

The Terms and Conditions and the Order Form contain the entire agreement of the parties with respect to the subject matter of this Agreement and supersede all previous communications, representations, understandings, and agreements, either oral or written, between the parties with respect to said subject. No terms, provisions, or conditions of any sales order, purchase order, acknowledgement, or other business form that either party may use in connection with the transactions contemplated by this Agreement will have any effect on the rights, duties, or obligations of the parties under, or otherwise modify, this Agreement, regardless of any failure of a receiving party to object to these terms, provisions, or conditions. This Agreement may not be amended, except by a writing signed by both parties. Applicable activation codes for the subscription purchased by you will be issued following receipt of your authorized signature on the Order Form. Receipt of a signed Order Form from you represents a binding agreement to purchase access to and use of the Software and Services. All Fees and payments are non-refundable, unless you terminate this Agreement for cause pursuant to Section 5.4 above, in which case you will receive a prorated refund of any Fees paid in advance of receipt of the Software and Services. You will remit all payments in US Dollars. Fees are exclusive of any applicable taxes or surcharges. Taxes and surcharges, if applicable, are subject to change at the time of invoicing. DreamBox Learning will not charge you taxes or surcharges if you provide us with a valid tax exemption certificate. The parties shall attempt to settle any dispute, controversy, or claim arising out of or in connection with this Agreement through consultation and negotiation in good faith and a spirit of cooperation. This Agreement and all disputes, claims, or controversies arising out of or in connection with this Agreement, including any question regarding its formation, existence, validity, enforceability, performance, interpretation, breach, or termination shall be governed by and construed in accordance with the substantive local laws of the Customer's home state as provided in the Order Form, without reference to its choice of law rules and not including the provisions of the 1980 U.N. Convention on Contracts for the International Sale of Goods. Each party hereby irrevocably consents to the exclusive jurisdiction and venue of the federal and state courts located in the Customer's home county and state, in connection with any action arising out of or in connection with this Agreement and agrees that service of process to the party's address set forth on the Order Form (as may be updated from time-to-time by written notice to the other party in accordance with this Section 8) will constitute effective service within the Customer's home state. Each party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to this Agreement or the transactions contemplated hereby. In no event will the aggregate liability of DreamBox Learning and its licensors, service providers, and suppliers arising out of or related to this Agreement, whether arising under or related to breach of contract, tort (including negligence), strict liability, or any other legal or equitable theory, exceed the total amounts paid to DreamBox Learning under this Agreement in the one year period preceding the event giving rise to the claim. The foregoing limitations apply even if any remedy fails of its essential purpose. It is the express intention of the parties that DreamBox Learning perform the Services as an independent contractor. Nothing in this Agreement will in any way be construed to constitute DreamBox Learning as your agent, employee, or representative. Any waiver of the provisions of this Agreement or of a party's rights or remedies under this Agreement must be in writing to be effective. Failure, neglect, or delay by a party to enforce the provisions of this Agreement or its rights or remedies at any time, will not be construed as a waiver of the party's rights under this Agreement and will not in any way affect the validity of the whole or any part of this Agreement or prejudice the party's right to take subsequent action. Exercise or enforcement by either party of any right or remedy under this Agreement will not preclude the enforcement by the party of any other right or remedy under this Agreement or that the party is entitled by law to enforce. If any term, condition, or provision in this Agreement is found to be invalid, unlawful, or unenforceable to any extent, the parties will endeavor in good faith to agree to amendments that will preserve, as far as possible, the intentions expressed in this Agreement. If the parties fail to agree on an amendment, the invalid term, condition, or provision will be severed from the remaining terms, conditions, and provisions of this Agreement, which will continue to be valid and enforceable to the fullest extent permitted by law. This Agreement may be executed in counterparts, each of which will be deemed to be an original and together will constitute one and the same agreement. This Agreement may also be executed and delivered by facsimile or other electronic means and such execution and delivery will have the same force and effect of an original document with original signatures. This Agreement will be binding upon and will inure to the benefit of the parties and their respective successors and assigns.

SOFTWARE SERVICES AGREEMENT
BETWEEN DREAMBOX LEARNING
AND POUDRE SCHOOL DISTRICT R-1

This Software Services Agreement ("Agreement") is effective as of this 2nd day of May 2022, by and between Poudre School District R-1 ("District") and Dreambox Learning ("Contractor"). The District and the Contractor are collectively referenced herein as the "parties." In consideration of the mutual covenants and promises contained in this Agreement, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Term of Agreement.**

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

    1.2. Notwithstanding any other term or provision of this Agreement, the District's obligations hereunder are expressly subject to its budgeting and appropriation of sufficient funds for each fiscal year (July 1 - June 30) the Agreement is in effect. In no event, shall the District's obligations under the 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 original term of the Agreement and/or any extensions thereof as provided in section 1.1 and 1.2 above, the District may terminate the 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.

2. **Deliverables and Purchase Price.**

    2.1. The Contractor shall make its Reading Plus web-based reading system and its digital mathematics learning program DreamBox Learning Math, including virtual manipulatives and games for use in the District's schools in accordance with the scope of work set forth in the attached Exhibit A (hereinafter the "Services").

    2.2. The total cost for the Services as set forth on the attached Exhibit B is Nineteen Thousand, Four Hundred and Sixty-Seven Dollars and Zero Cents ($19,467.00), due and payable by the District thirty (30) days after receipt of Contractor's Invoice.

        2.2.1. The cost for the Reading Plus Services as set forth on the attached Exhibit B is Seventeen Thousand, Six Hundred and Twenty-Five Dollars and Zero Cents ($17,625.00).

        2.2.2. The total cost for the Dreambox Services as set forth on the attached Exhibit B is One Thousand, Eight Hundred and Forty-Eight Dollars and Zero Cents ($1,848.00).

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

2.4.   **Rates.** 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.   Quotes for services will be requested by the contact in section 9 of this Agreement, department and school based requests for quotes shall not be processed by the Contractor.

2.4.1.1.   Contractor's quotes shall include dates of Service conforming to section 1.1 of this Agreement, per license type cost rate, and District location.

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

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

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

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

2.5.   **Invoicing** Contractor will provide invoices for the Services at a rate not to exceed those specified in Exhibit B. Invoices shall be submitted to the District's Accounts Payable Department within thirty (30) days from receipt of Purchase Order. Invoices for Services shall include name of provider, dates of Services conforming to section 1.1, location for Services and a description of the Services provided.

2.5.1.   Invoices received from the Contractor pursuant to this Agreement will be reviewed and approved by the District's representative, indicating that services have been rendered in conformity with the Agreement and then will be sent to the Finance Department for payment. Invoices will generally be paid within thirty (30) days following the District representative's approval.

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

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

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

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

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

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

2.9. The District understands and agrees that its students' access to and use of the 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 to -112. Without limiting the foregoing, and unless expressly agreed to the contrary in writing, the Contractor warrants that all electronic confidential student records and information will be encrypted in transmission and at rest in accordance with NIST Special Publication 800-57, as amended.

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

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

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

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

   6.3. Contractor and Subcontractors may use de-identified confidential student records and information for purposes of research, the improvement of its products and services,

and/or the development of new products and services. In no event shall the Contractor or Subcontractors re-identify or attempt to re-identify any de-identified confidential student records and information.

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

7. **School Service Contract Provider.** 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   Dreambox Learning
Attn: Tracy Stibitz   Attn: Legal Department
2407 LaPorte Avenue   777 108th Ave NE, Suite 2300
Fort Collins, CO 80521   Bellevue, WA 98004
E-mail: tstibitz@psdschools.org   Email: legal@dreambox.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

Minimum Limits
   a. Each Occurrence Bodily Injury & Property Damage $2,000,000
   b. General Aggregate $3,000,000
   c. Products/Completed Operations Aggregate $2,000,000
   d. Personal/Advertising Injury $2,000,000
   e. Coverage must be written on an "occurrence" basis.
   f. Poudre School District R-1 and its elected officials, employees, agents, and volunteers
      shall be named as an additional insured or covered as an additional insured by way of a
      blanket endorsement and shall be insured to the full limits of liability purchased by the

Contractor even if those limits of liability are in excess of those required by this Agreement.

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

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

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

        13.   **General Provisions.**

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

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

13.3. **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 Agreement and the exhibits and/or attachments hereto which may require continued performance, compliance, or effect beyond the termination date of the Agreement shall survive such termination date and shall be enforceable by the District as provided herein in the event of such failure to perform or to comply by the Contractor.

13.6. **Governing Law and Venue.** All issues regarding the formation, performance and/or legal enforcement of the Agreement 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 Agreement 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.

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

DREAMBOX LEARNING, INC   POUDRE SCHOOL DISTRICT R-1

By: _____   By: _____

Lance Ludman   R. David Montoya
Chief Financial Officer   Executive Director of Finance

By: _____

Traci Gile, Ph.D.
Assistant Superintendent of
Elementary Schools

-10-

Exhibit A

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".

DreamBox Learning Math currently provides curriculum coverage and support for grades PreK-8 (Algebra)

DreamBox uses virtual manipulatives along with visual and auditory clues that let multiple representations to deliver experiential mathematics instruction. This allows for each concept to be developed in multiple contexts to support understanding. The manipulatives are built to recognize not simply right or wrong, but types of mistakes, number of steps used, and other differentiating data points. This assessment data powers the DreamBox curriculum and meets students at their zone of proximal development utilizing an assessment format that is truly formative. Each question provides an opportunity for a learner to form ideas and as student explores, they are provide targeted feedback and inform the next steps in their learning pathway. Virtual manipulatives empower students to create and engineer their learning, and provide opportunities for rigorous exploration targeted at the student's instructional level.

Paramount in the DreamBox curriculum is the use of contextual problem solving and mathematical modeling. Whenever possible, DreamBox lessons wrap math in real-world context, and provide varying models empowering students to develop flexible transfer.

A key benefit of DreamBox's Intelligent Adaptive Learning platform is the personalization that comes from empowering students to move ahead to new content when they are ready; supporting all learners in a way that does not discriminate based on age or grade. The pedagogical design of the curriculum, supportive scaffolding, and the strategic concrete/abstract transitions allow students to advance with new challenges and succeed independently or as part of whole group instruction. Students continually apply their prior knowledge and demonstrate transfer of prior learning to similar contexts or new situations. Students will always have embedded, scaffolded practice so that our adaptive engine can make appropriate lesson recommendations to advance or re-play lessons and ensure conceptual understanding, fluency, and proficiency in problem solving applications.

Service descriptions should be in detail and free of sales language, so that it is clear to the common person- "What are we buying?"

DreamBox Learning Math, developed by experienced classroom teachers, nationally recognized education researchers and mathematics leaders, and innovative software engineers, is a digital mathematics learning program that includes nearly 2,300 lessons that use virtual manipulatives and games to engage students in reasoning quantitatively and abstractly about mathematical structures, concepts, and strategies, while developing number sense with fluency and skill. The design and interactive features of the DreamBox Learning Math program are informed by the latest research in the learning and cognitive sciences. Both the lessons and the intelligent adaptive learning platform on which the lessons run use educational and learning science research-based designs that help students make sense of mathematics regardless of whether they start below, at, or above grade level.

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

When you and your student(s) participate in the Programs, DreamBox Learning will automatically collect information about your patterns of usage, order history, participation in promotions, session data, and other information relating to usage, choices, and preferences, including that of your student or students. We call this information "Participation History."

List all Student Data that is collected, maintained, generated, or inferred through use of service. This includes information created or collected by the company.

Email Address: For our customers who are parents and school administration officials, your email address will serve as your login username. Your email address may be used to send a confirmation email at registration, as well as information and updates to the Programs. In some cases we will also email your student's personal reports to you, with further information about the progress your student is making on the Programs. We may use the email address as an additional means of communicating with you about the Programs and DreamBox Learning, including notifying you of updates to the Web Site or its related policies. For our customers that are individuals or students, your name or other identifier set up at registration, or a picture identifier chosen after registration, will serve as your login username.

Student's Name: Your student's name will be used to customize your student's participation in the Programs, as well as to personalize the reports and updates about your student's progress in the Programs. In addition, for our customers that are individuals or parents or the legal guardian of a student, in some cases we may mail related material to you or your student using your name or, in the case of a student, his/her name, care of you, at the mailing address that you provide.

Phone Number: Your phone number will serve as an alternate way of contacting you for the same purposes as the email address. We will never call a student directly.

Credit Card Information: For our customers that are individuals or parents or legal guardians of a student, in some cases, with your consent, we may use and save your credit card information to bill you for each student that you register for the Programs.

Student's Date of Birth: If provided, we will use a student's age to group Performance Data of children of similar age so we can assess performance by age, and improve the program. Such information will be aggregated with other clients and customers in an anonymous manner and will not include any information that could be used to identify a specific student.

Student's School Grade Level: We will use a student's grade level to group Performance Data of children of similar grade levels so we can assess performance by grade level, and improve the program. Such information will be aggregated with other clients and customers in an anonymous manner and will not include any information that could be used to identify a specific student.

Student's Gender: We will use a student's gender to personalize the Program's experience. In addition, we will use a student's gender to group Performance Data of children of the same gender so we can assess performance by gender, and improve the program.

Mailing Address: Your mailing address may be used to allow DreamBox Learning to mail you various Program materials and ancillary program products. We will never contact a student directly.

Secondary Uses: Registration Information and other information may be used by us for demographic profiling and targeted advertising, although in such cases, the information will be aggregated as ANONYMOUS statistical information. DreamBox Learning WILL NOT sell, trade, or assign any un-aggregated personal information we collect to third parties outside of DreamBox Learning nor will we ever directly target any type of communication to a student.

Participation History: Participation History will be collected for client care, development, marketing and other operational and business purposes, including improvements to the Programs by DreamBox Learning; however, such information will not be disclosed to third parties or used for advertising directly to student users.

Performance Data: We refer to the data resulting from such participation, which includes but is not limited to data on when your student starts and stops a lesson, the responses your student makes to questions asked, the timing of your student's responses, your student's choice of character and customizations, and the choice of lessons to play as "Performance Data." We will use Performance Data to (1) measure your student's performance in each lesson of the DreamBox Learning Programs and to adapt the Programs to his or her learning needs, (2) analyze your student's Performance Data, and provide you with periodic progress reports about your student's performance in the Programs, and (3) improve the Programs. If we ever need to collect information that is not Performance Data directly from a student, DreamBox Learning will seek authorization of a parent of guardian prior to collecting such additional information from the student. In addition, we may aggregate your student's Performance Data with the Performance Data of other students participating in the Programs for marketing and other business related purposes. Aggregate information will be ANONYMOUS and will not identify your student or be combined with other information that would allow individual students to be identified.

What is the purpose for collecting Student Data?

DreamBox Learning collects information directly from your student, over the internet, in the form of the interactions that your student makes when participating in the Programs. We refer to the data resulting from such participation, which includes but is not limited to data on when your student starts and stops a lesson, the responses your student makes to questions asked, the timing of your student's responses, your student's choice of character and customizations, and the choice of lessons to play.

What third-parties does the vendor partner with, who may receive Student Data in any format?
This includes storage and vendors receiving encrypted data.

Clever,(if a partner district utilizing the integration platform)- Third Party data integration pass through (www.clever.com)

Amazon Web Services - The DreamBox Learning® scalable cloud based architecture is hosted within multiple Tier 1 facilities as part of the AWS platform whose data center infrastructure has been evaluated against ISO 27001 and SAS 70 Type II or SSAE 16.

What is the purpose of these third-party partners?

Clever Instant Login enables students, teachers, and admins to log in to DreamBox and any additional applications with which you share data through Clever. Using Instant Login, users have Single Sign-On (SSO) access to all online learning applications in the same place. Users no longer need to juggle multiple usernames and passwords.

Amazon Web Services - The DreamBox Learning® scalable cloud based architecture is hosted within multiple Tier 1 facilities as part of the AWS platform whose data center infrastructure has been evaluated against ISO 27001 and SAS 70 Type II or SSAE 16.

Reading Plus Program Overview

Reading Plus is an adaptive reading solution for grades 3-12 that improves comprehension, vocabulary, motivation, and reading efficiency. Based on decades of research and proven classroom success, **Reading Plus produces 2 to 3 years of growth in just 40 to 60 hours** of personalized instruction.

For educators, Reading Plus provides a complete, easy-to-use management and reporting system, as well as extensive resources to guide and support differentiated literacy instruction. Educators can access real-time reports at the district, school, class, and student levels, ensuring full accountability and communication throughout your learning community. Learn more at www.readingplus.com.

Student Motivation and Engagement

Students self-select informational and literary texts from eight high-interest categories. Interest profiles help students make connections between their own interests and curriculum topics while igniting curiosity and expanding knowledge. Game mechanics and a reward system provide incentives for even the most reluctant readers. Students have choice and control over their own learning experiences, and clear mastery goals ensure that they develop essential reading abilities.

Interest Categories Connect Students To — EARTH SCIENCE, LIFE SCIENCE, TECHNOLOGY, GLOBAL STUDIES, US HISTORY, ARTS & CULTURE, HUMANITIES — Knowledge Domains

Research & Results:

Reading Plus is an evidence-based program with an extensive research portfolio that demonstrates statistically significant effects on improving student outcomes.

Reading Plus has a research portfolio that includes:

- 100+ research studies
- 38 peer-reviewed journal articles and conference and symposia presentations
- 40+ research briefs
- 30+ assessment correlation studies

Reading Plus was found to have "strong evidence" to support ESSA by the Center for Research and Reform at Johns Hopkins University. [Learn more.](#)

Inclusive Reading Plus Success Services

The Reading Plus Customer Success Team provides professional development and ongoing support throughout your subscription period.

Services include:

- Live and recorded training webinars
- Robust e-learning curriculum
- Customized planning time with an assigned Success Partner
- 1:1 data coaching sessions
- Instant tech and usage support via Live Chat, phone and email
- Monthly newsletters
- Regular Teacher Tips via email
- Motivation contests throughout the school year

EXHIBIT "B"

SCHEDULE OF DATA

Category of Data	Elements	Check if used by your system
Application Technology Meta Data	IP Addresses of users, Use of cookies etc.	X
	Other application technology meta data-Please specify:	X
Application Use Statistics	Meta data on user interaction with application	X
Assessment	Standardized test scores	Not required
	Observation data	Unless using
	Other assessment data-Please specify:	DBL analytics
Attendance	Student school (daily) attendance data	
	Student class attendance data	
Communications	Online communications that are captured (emails, blog entries)	
Conduct	Conduct or behavioral data	
Demographics	Date of Birth	Optional
	Place of Birth	
	Gender	Optional
	Ethnicity or race	Optional
	Language information (native, preferred or primary language spoken by student)	X
	Other demographic information-Please specify:	
Enrollment	Student school enrollment	X
	Student grade level	X
	Homeroom	Optional
	Guidance counselor	
	Specific curriculum programs	Classroom that is using DBL
	Year of graduation	
	Other enrollment information-Please specify:	
Parent/Guardian Contact Information	Address	Not required
	Email	A parent may
	Phone	Provide to link account
Parent/Guardian ID	Parent ID number (created to link parents to students)	Not required, a parent may

Category of Data	Elements	Check if used by your system
		provide to link account.
Parent/Guardian Name	First and/or Last	Not required, a parent may provide to link account.
Schedule	Student scheduled courses	X
	Teacher names	X
Special Indicator	English language learner information	Optional
	Low income status	
	Medical alerts	
	Student disability information	
	Specialized education services (IEP or 504)	
	Living situations (homeless/foster care)	
	Other indicator information-Please specify:	

Category of Data	Elements	Check if used by your system
Student Contact Information	Address	
	Email	Optional
	Phone	
Student Identifiers	Local (School district) ID number	X
	State ID number	Optional
	Vendor/App assigned student ID number	X
	Student app username	Created by DBL
	Student app passwords	Created by DBL
Student Name	First and/or Last	X
Student In App Performance	Program/application performance (typing program-student types 60 wpm, reading program-student reads below grade level)	

Category of Data	Elements	Check if used by your system
Student Program Membership	Academic or extracurricular activities a student may belong to or participate in	
Student Survey Responses	Student responses to surveys or questionnaires	
Student work	Student generated content; writing, pictures etc.	
	Other student work data - Please specify:	
Transcript	Student course grades	
	Student course data	
	Student course grades/performance scores	

Category of Data	Elements	Check if used by your system
	Other transcript data -Please specify:	
Transportation	Student bus assignment	
	Student pick up and/or drop off location	
	Student bus card ID number	
	Other transportation data - Please specify:	
Other	Please list each additional data element used, stored or collected by your application	Classroom name, school address and phone number, point of contact information, and teacher information.

reading plus

THIRD PARTY VENDORS

Vendor	Policy	Purpose
Amazon Web Service	https://aws.amazon.com/agreement/	Hosts Reading Plus servers and logs
New Relic	https://newrelic.com/privacy	Application Monitoring, receives no identifiable student information
DataDog	https://www.datadoghq.com/legal/privacy/	Database Performance Monitoring, receives no identifiable student information
Google Analytics	https://www.google.com/policies/privacy/	Page hit tracking in Educator Applications, receives no identifiable student information
WalkMe	https://www.walkme.com/privacy-policy/	Demonstration videos for educators, receives no identifiable student information
Salesforce	https://www.salesforce.com/company/privacy/	Site and Admin Account Creation, receives no identifiable student information
VictorOps	https://victorops.com/privacy-policy/	Application Operation Alerts, receives no identifiable student information
ShareFile	https://www.sharefile.com/privacy	Secure, Encrypted File Transfer for data and documents
Cloudflare	https://www.cloudflare.com/security-policy/	DDOS protection.

Exhibit B

Master Software and Services Agreement
Poudre School District R-1

777 108th Ave. NE, Suite 2300
Bellevue, WA 98004-5149
Phone: 877.451.7845
Fax: 425.484.6476
schools@dreambox.com
www.dreambox.com

Order Form #: DB112190155

Order Form Valid Until: Jan. 6, 2022

Order Form		
Customer: POUDRE SCHOOL DISTRICT R-1	**Service Start Date:** 07-31-2022	**Subscription Period:** 12 Months
	Service End Date: 07-30-2023	
Customer's Point of Contact: Name: Tracy Stibitz Title: Contract Administrator Phone:(970) 490-3564 E-Mail: tstibitz@psdschools.org	**Customer's Billing Address:** Attn: Tracy Stibitz 2407 LA PORTE AVENUE FORT COLLINS, CO 80521	**Agreement Prepared By:** Wendy Fischer Title: Account Manager Phone: E-Mail: wendy.fischer@dreambox.com

Pricing		
Software and Services	**Quantity**	**List Price**
Reading Plus - Renewal 1 to 500 106-Beattie Reading Plus 100 students	100	$ 4,700.00
Reading Plus - Renewal 1 to 500 184 - Tavelli Reading Plus 275	275	$ 12,925.00
Subtotal:		$17,625.00
Outside of the states of Washington, South Carolina, Arizona and Hawaii, customers are responsible for remitting any taxes imposed by their states.	Sales Tax:	$ 0.00
Total:		$17,625.00

Invoicing and Payment Terms			
Subscription Period/ Total Fees/Additional Terms	**Fee Schedule**	**Invoice Schedule**	**Payment Schedule**
Term Length (months): **12** *Total Fees:* **$17,625.00**	$17,625.00	7/31/2022	7/31/2022

Payment Options

- To pay by purchase order, please email your purchase order to schools@dreambox.com or fax your purchase order to 425-484-6476.

  To pay by credit card for **Order Forms totaling less than $8,000.00**, please Click Here Please consult the Dreambox Billing FAQ page if you have questions regarding payment.
- As Covid-19 uncertainties continue to extend closures nationwide, we understand many offices are closed and may have trouble accessing physical items such as checks. We would like to encourage and help customers to process payments electronically. Our banking information is below and can also be found on your DreamBox Learning invoice. This banking information can be used to process an ACH or a wire. Please email us at Accountsreceivable@dreambox.com should your banking institution require additional information from us for processing payments. Please remit via ACH to:

DreamBox Learning, Inc.
Bridge Bank
Routing #: 121143260
Account #: 102517190

Should you need any assistance with setup or have additional questions regarding payment, please contact Accounts Receivable at accountsreceivable@dreambox.com.

By signing below the parties are accepting the Terms and Conditions incorporated into this Agreement

DREAMBOX LEARNING, INC

Signature: _____

Name: _Lance Ludman_____

Title: _Chief Financial Officer_____

Date: _____

CUSTOMER: Poudre School District R-1

Signature: _____

Name: _____

Title: _____

Date: _____

Master Software and Services Agreement
Poudre School District R-1

777 108ᵗʰ Ave. NE, Suite 2300
Bellevue, WA 98004-5149
Phone: 877.451.7845
Fax: 425.484.6476
schools@dreambox.com
www.dreambox.com

Order Form #: DB082185013

Order Form Valid Until: Aug. 18, 2022

Order Form		
Customer: POUDRE SCHOOL DISTRICT R-1	**Service Start Date:** 08-31-2022	**Subscription Period:** 12 Months
	Service End Date: 08-30-2023	
Customer's Point of Contact: Name: Tracy Stibitz Title: Contract Administrator Phone:(970) 490-3564 E-Mail: tstibitz@psdschools.org	**Customer's Billing Address:** Attn: Tracy Stibitz 2407 LA PORTE AVENUE FORT COLLINS, CO 80521	**Agreement Prepared By:** Wendy Fischer Title: Account Manager Phone: E-Mail: wendy.fischer@dreambox.com

Pricing		
Software and Services	**Quantity**	**List Price**
Advanced Licenses - Renewal 1 to 500 Mountain Schools 36 licenses and PSD Global Academy 30 licenses	66	$ 1,848.00
	Subtotal:	$1,848.00
Outside of the states of Washington, South Carolina, Arizona and Hawaii, customers are responsible for remitting any taxes imposed by their states.	Sales Tax:	$ 0.00
	Total:	$1,848.00

Invoicing and Payment Terms			
Subscription Period/ Total Fees/Additional Terms	**Fee Schedule**	**Invoice Schedule**	**Payment Schedule**
*Term Length (months):***12** *Total Fees:* **$1,848.00**	$1,848.00	8/31/2022	8/31/2022

Payment Options

- To pay by purchase order, please email your purchase order to schools@dreambox.com or fax your purchase order to 425-484-6476.
  To pay by credit card for **Order Forms totaling less than $8,000.00**, please Click Here Please consult the Dreambox Billing FAQ page if you have questions regarding payment.
- As Covid-19 uncertainties continue to extend closures nationwide, we understand many offices are closed and may have trouble accessing physical items such as checks. We would like to encourage and help customers to process payments electronically. Our banking information is below and can also be found on your DreamBox Learning invoice. This banking information can be used to process an ACH or a wire. Please email us at Accountsreceivable@dreambox.com should your banking institution require additional information from us for processing payments. Please remit via ACH to:

DreamBox Learning, Inc.
Bridge Bank
Routing #: 121143260
Account #: 102517190

Should you need any assistance with setup or have additional questions regarding payment, please contact Accounts Receivable at accountsreceivable@dreambox.com.

By signing below the parties are accepting the Terms and Conditions incorporated into this Agreement

DREAMBOX LEARNING, INC

Signature: _Lance J Ludman_

Name: _Lance Ludman_

Title: _Chief Financial Officer_

Date: _____

CUSTOMER: Poudre School District R-1

Signature: _____

Name: _____

Title: _____

Date: _____

TERMS AND CONDITIONS

DreamBox Learning, Inc. ("**DreamBox Learning**") offers software products and services that provide personalized math instruction in an engaging environment for students. DreamBox Learning provides a three-pronged approach to math, focusing on teaching concepts, problem-solving, and procedures, that is underpinned with an intelligent, adaptive engine that sequences and personalizes instruction to meet the needs of each student. DreamBox Learning's software products and services are offered to you on a software-as-a-service basis pursuant to the terms and conditions set forth in this Software-as-a-Service Agreement (the "**Agreement**"). This Agreement is made and entered into by and between DreamBox Learning and you, the customer identified on the attached order form ("**you**" or "**Customer**"). This Agreement sets forth the terms and conditions pursuant to which DreamBox Learning agrees to provide to you access to and use of the software products and services described in this Agreement (collectively, the "**Software and Services**"). This Agreement comprises the attached order form (the "**Order Form**") and these terms and conditions (the "**Terms and Conditions**"), each of which are an integral part of this Agreement and incorporated herein by this reference. If this Agreement reflects your understanding, please indicate your agreement to be legally bound hereto by having a duly authorized signatory sign the Order Form. The Agreement will only be effective when executed and delivered by a duly authorized signatory of each party. Capitalized terms used but not otherwise defined in these Terms and Conditions (whether in singular, plural, or possessive) have the meaning ascribed to such terms in these Terms and Conditions or the Order Form.

1. CUSTOMER ACCOUNT

1.1 <u>Access</u>. These Terms and Conditions govern your access to the Software and Services. The Software and Services comprise the software to which you are granted access by DreamBox Learning (the "**Software**") and the services provided by DreamBox Learning to you in connection therewith (the "**Services**"). Beginning on the Service Start Date, DreamBox Learning will provide you with the account activation information necessary for you to access the Software and Services via an online account (the "**Customer Account**"). Notwithstanding anything to the contrary herein, you will be responsible for obtaining and maintaining at your expense all the necessary hardware, software, connections to the Internet, and other systems and networks required in order to access the Customer Account and the Software and Services provided in connection therewith. You are solely responsible for the confidentiality and use of the usernames, passwords, and account identifiers associated with the Customer Account. In no event will DreamBox Learning be liable for any loss of your data or other claims to the extent the same arose from unauthorized access to the Customer Account.

1.2 <u>Updates; Enhancements.</u> At no charge to you, DreamBox Learning will install on its servers any software updates deemed reasonably necessary to address errors, bugs, or other performance issues in the Customer Account or the Software and Services (collectively, "**Updates**"). Updates, if any, will be subject to this Agreement. DreamBox Learning reserves the right at any time and without prior notice to Customer to temporarily limit Customer's access to the Customer Account and use of the Software and Services in order to perform repairs, make modifications, or as a result of circumstances beyond DreamBox Learning's reasonable control. DreamBox Learning may, in its sole discretion, modify, enhance, or otherwise change the Software and Services upon written notice to you. DreamBox Learning shall not be obligated to provide to you any new feature, functionality, or service for which DreamBox Learning generally charges a separate fee.

1.3 <u>License.</u> Subject to the terms and conditions of this Agreement, DreamBox Learning hereby grants to you a limited, non-exclusive, non-sublicenseable, non-transferable license during the Subscription Period to access the Customer Account and permit designated administrators, faculty members, staff members, and enrolled students to use the Software and Services, as made available to you via the Customer Account, commencing on the Service Start Date, solely for your own educational purposes.

1.4 <u>Protections Against Unauthorized Use.</u> You will take all appropriate steps and precautions to protect the Software and Services from unauthorized use by your officers, directors, trustees, administrators, faculty, staff, employees, agents, and students, and any third parties who obtain access to the Software and Services directly or indirectly through you, including any former officers, directors, trustees, administrators, faculty, staff, employees, agents, or students. You understand that nothing in the license granted to you in Section 1.3 above permits you to disclose know-how, trade secrets, or other non-public information disclosed to you by DreamBox Learning to any third party without obtaining DreamBox Learning's advance written consent except as otherwise required by applicable state or federal law. In the event of any actual or suspected unauthorized use by anyone who obtained access to the Software and Services directly or indirectly through you, you will take all steps reasonably necessary to terminate such unauthorized use. Further, you will provide to DreamBox Learning such cooperation and assistance related to any such unauthorized use as DreamBox Learning may reasonably request.

1.5 <u>End Users' Compliance with Website Terms of Use.</u> You understand that your users of the Software and Services (i.e., your designated administrators, faculty members, staff members, and students) will be bound by the terms and conditions set forth in DreamBox Learning's Website Terms of Use (available at http://www.dreambox.com/terms or a successor site) to which such individuals will consent in connection with their access to and use of the Software and Services.

1.6 <u>Reservation of Rights</u>. The Software and Services are licensed to you, not sold. You acknowledge that the Software and Services and any and all intellectual property rights therein, including any know-how, trade secrets, and other non-public information related to the Software and Services, are, and shall remain, the sole and exclusive property of DreamBox Learning and contain DreamBox Learning's confidential and proprietary materials. All uses of DreamBox Learning's trademarks and related goodwill incidental to your access to the Customer Account or use of the Software and Services will inure solely to DreamBox Learning and you will obtain no rights with respect to any of DreamBox Learning's trademarks. You acknowledge and agree that, if you or your officers, directors, trustees, administrators, faculty, staff, employees, agents, or students provide any feedback or suggestions to DreamBox Learning concerning the Software and Services (including identifying any errors or improvements) ("**Feedback**"), DreamBox Learning is hereby assigned all right, title, and interest in and to the Feedback, including any and all intellectual property rights therein, and DreamBox Learning is free to use the Feedback without any payment or restriction.

2. PAYMENT

Unless otherwise stated in the Order Form: (i) Purchase Orders referencing the Order Form are due within thirty (30) days of the Effective Date of this Agreement, and (ii) Payment is due within thirty (30) days of receipt of Invoice but no later than fifteen (15) days from Service Start Date.

3. SERVICES

3.1 Delivery. Professional Development may be delivered on-site or by electronic means (webinar), as outlined in the applicable Order Form. All Professional Development will be utilized during the term of the Order Form. Professional Development not utilized during the term of the Order Form will be forfeited.

3.2 Cancelation.

(a) On-site Professional Development canceled within 15 business days of the scheduled on-site visit will result in forfeiture. DreamBox Learning shall have no obligation to reschedule on-site. Notwithstanding the foregoing, if on-site visit is canceled due to acts of God, government regulations, disaster, or strikes DreamBox will work in good faith with the Customer to reschedule.

(b) Webinars canceled within 3 business days of the scheduled webinar will result in forfeiture. DreamBox Learning shall have no obligation to reschedule the webinar. Notwithstanding the foregoing, if webinar is canceled due to acts of God, government regulations, disaster, or strikes DreamBox will work in good faith with the Customer to reschedule.

(c) Should DreamBox be unable to deliver on-site Professional Development during the term of the Order Form due to prolonged school closures, inability for DreamBox employees to travel safely, or other instance which may cause it to be unsafe for DreamBox employees to interact in person with Customer employees then DreamBox will deliver the same Professional Development content virtually on the committed dates.

4. TERM AND TERMINATION

4.1 Term. This Agreement will become effective as of the Effective Date, and it will continue in effect until it is terminated in accordance with Sections 4.2, 4.3, and/or 4.4 below (the "**Term**"). For the avoidance of doubt, the Term comprises the period between the Effective Date and the Service Start Date, the Subscription Period, and any additional Renewal Period.

4.2 Subscription Period. The "**Subscription Period**" will be for the duration set forth in the Order Form. Following the end of the Subscription Period, the Order Form will automatically expire. Parties may mutually agree in writing, in a new Order Form, to renew this Agreement for one or more additional periods "**Renewal Period**".

4.3 Termination without Cause. Neither party may terminate this Agreement without cause. For termination for cause, see Section 4.4 below. Notwithstanding the foregoing, you may terminate this Agreement at the end of the Subscription Period or the then-current Renewal Period. In the event that after the first 12 months of your Subscription Period or during a Renewal Period the amount necessary to pay the Fee, or Fees, are not included in your budget appropriation for the applicable period you may terminate your current Order Form, provided that (a) you use your best efforts to seek and obtain the necessary amount to meet your payment obligations hereunder in each applicable budget appropriation; (b) you notify us of your intent to terminate the agreement within 60 days after the applicable budget appropriation is approved and no later than 30 days prior to the end of the Initial Period or the Renewal Period, as the case may be, and (c) you do not, and you hereby agree that you will not, seek and obtain replacement software or services that are the same as or similar to the Software and Services during the applicable appropriation period.

4.4 Termination or Suspension for Cause. Either party may terminate this Agreement and the rights granted hereunder by written notice to the other party in the event of any material breach by the other party of any term or condition set forth herein, if such breach remains uncured 10 days after receipt by the defaulting party of a written notice of default from the non-defaulting party. In addition to other remedies available to DreamBox Learning, it may, in its sole discretion, suspend your access to the Customer Account and use of the Software and Services if payment of any Fee is due and payable and remains outstanding for more than 45 days.

4.5 Survival. Upon termination or expiration of this Agreement, all rights and duties of the parties toward each other pursuant to the Agreement cease except that: (a) within 30 days after the effective date of termination, you will pay all amounts owing to DreamBox Learning, including any Fees accrued prior to the effective date of termination; and (b) Sections 1.4, 1.5, 1.6, 4.5, and 7 survive termination or expiration of this Agreement.

5. PRIVACY

DreamBox Learning understands and agrees that you have obligations under the Family Educational Rights and Privacy Act and regulations and guidelines issued thereunder, as the same may be amended from time to time ("**FERPA**"), and other privacy laws to protect the confidentiality of personally identifiable information, as that term is defined in FERPA ("**PII**"), and to obligate those to whom you disclose PII to perform certain functions on your behalf in order to meet requirements and safeguards with respect to the use of such PII. During the term of this Agreement, DreamBox Learning is designated as your authorized representative (as that term is defined in FERPA) to receive, obtain, or create PII residing in one or more of DreamBox Learning's computer information systems used to host the Software and perform the Services. Without limiting any other obligations of this Agreement, DreamBox Learning will (a) not use PII for any purpose other than as expressly allowed under this Section 5; (b) not further disclose PII to any person, other than (i) to your applicable public school district and its employees or (ii) as specifically required or authorized by federal law; and (c) implement policies and procedures consistent with FERPA and in accordance with generally accepted practices, privacy laws, and regulations to safeguard PII from unauthorized use and further disclosure. Notwithstanding the foregoing, you acknowledge and agree that you are responsible for notifying DreamBox Learning concerning any changes to your public school district or its administrators, faculty members, staff members, students, parents, or guardians that may affect DreamBox Learning's privacy policies. DreamBox Learning has no obligations to change its practices unless and until it has received notification from you of any such change, or changes, including, without limitation, any change in desired access by an administrator, faculty member, staff member, student, parent, or guardian.

6. NOTICE

Any notice required or permitted under the terms of this Agreement or required by law must be in writing and must be: (a) delivered in person, (b) sent by first class mail, or (c) sent by overnight air courier, in each case properly posted and fully prepaid to the address set forth on the Order Form. Either party may change its address for notices by notice to the other party given in accordance with this Section 6. Notices will be deemed

given at the time of actual delivery in person, three business days after deposit in the mail as set forth above, or one day after delivery to an overnight air courier service.

7.   WARRANTY

DREAMBOX LEARNING DOES NOT WARRANT THE SOFTWARE OR SERVICES, EXCEPT AS SPECIFICALLY AGREED TO IN WRITING, AND EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, TITLE, AND NON-INFRINGEMENT. YOU WILL NOT HAVE THE RIGHT TO MAKE OR PASS ON ANY REPRESENTATION OR WARRANTY ON BEHALF OF DREAMBOX LEARNING TO ANY THIRD PARTY. NEITHER PARTY SHALL HAVE ANY CONTRACTUAL INDEMNIFICATION OBLIGATIONS TO THE OTHER PARTY.

8.   MISCELLANEOUS

The Terms and Conditions and the Order Form contain the entire agreement of the parties with respect to the subject matter of this Agreement and supersede all previous communications, representations, understandings, and agreements, either oral or written, between the parties with respect to said subject. No terms, provisions, or conditions of any sales order, purchase order, acknowledgement, or other business form that either party may use in connection with the transactions contemplated by this Agreement will have any effect on the rights, duties, or obligations of the parties under, or otherwise modify, this Agreement, regardless of any failure of a receiving party to object to these terms, provisions, or conditions. This Agreement may not be amended, except by a writing signed by both parties. Applicable activation codes for the subscription purchased by you will be issued following receipt of your authorized signature on the Order Form. Receipt of a signed Order Form from you represents a binding agreement to purchase access to and use of the Software and Services. All Fees and payments are non-refundable, unless you terminate this Agreement for cause pursuant to Section 4.4 above, in which case you will receive a prorated refund of any Fees paid in advance of receipt of the Software and Services. You will remit all payments in US Dollars. Fees are exclusive of any applicable taxes or surcharges. Taxes and surcharges, if applicable, are subject to change at the time of invoicing. DreamBox Learning will not charge you taxes or surcharges if you provide us with a valid tax exemption certificate. The parties shall attempt to settle any dispute, controversy, or claim arising out of or in connection with this Agreement through consultation and negotiation in good faith and a spirit of cooperation. This Agreement and all disputes, claims, or controversies arising out of or in connection with this Agreement, including any question regarding its formation, existence, validity, enforceability, performance, interpretation, breach, or termination shall be governed by and construed in accordance with the substantive local laws of the Customer's home state as provided in the Order Form, without reference to its choice of law rules and not including the provisions of the 1980 U.N. Convention on Contracts for the International Sale of Goods. Each party hereby irrevocably consents to the exclusive jurisdiction and venue of the federal and state courts located in the Customer's home county and state, in connection with any action arising out of or in connection with this Agreement and agrees that service of process to the party's address set forth on the Order Form (as may be updated from time-to-time by written notice to the other party in accordance with this Section 8) will constitute effective service within the Customer's home state. It is the express intention of the parties that DreamBox Learning perform the Services as an independent contractor. Nothing in this Agreement will in any way be construed to constitute DreamBox Learning as your agent, employee, or representative. Any waiver of the provisions of this Agreement or of a party's rights or remedies under this Agreement must be in writing to be effective. Failure, neglect, or delay by a party to enforce the provisions of this Agreement or its rights or remedies at any time, will not be construed as a waiver of the party's rights under this Agreement and will not in any way affect the validity of the whole or any part of this Agreement or prejudice the party's right to take subsequent action. Exercise or enforcement by either party of any right or remedy under this Agreement will not preclude the enforcement by the party of any other right or remedy under this Agreement or that the party is entitled by law to enforce. If any term, condition, or provision in this Agreement is found to be invalid, unlawful, or unenforceable to any extent, the parties will endeavor in good faith to agree to amendments that will preserve, as far as possible, the intentions expressed in this Agreement. If the parties fail to agree on an amendment, the invalid term, condition, or provision will be severed from the remaining terms, conditions, and provisions of this Agreement, which will continue to be valid and enforceable to the fullest extent permitted by law. This Agreement may be executed in counterparts, each of which will be deemed to be an original and together will constitute one and the same agreement. This Agreement may also be executed and delivered by facsimile or other electronic means and such execution and delivery will have the same force and effect of an original document with original signatures. This Agreement will be binding upon and will inure to the benefit of the parties and their respective successors and assigns.

Exhibit C

DJG/DJGA - VENDOR RELATIONS, SALES CALLS AND DEMONSTRATIONS

VENDOR QUALIFICATIONS

No favoritism shall be extended to any vendor. The Finance 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 their designees.

The superintendent or executive director of finance 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
Revised by Board: December 8, 2020

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