imagine learning

Jones County School District

Student Assessment Software Package – English Language Learners

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Executive Summary

Imagine Learning LLC recognizes Jones County School District (JCSD) as a leader in education, one committed to developing a strong foundation of academic achievement and success that results in lifelong learners. Similarly, Imagine Learning believes that all students can achieve their full potential when given the tools and resources necessary to succeed. Together, Imagine Learning and JCSD can meet the unique educational needs of the district's English learners by leveraging technology in powerful yet flexible ways to ensure personalized learning opportunities for all.

To satisfy the requirements of JCSD's RFP for a Student Assessment Software Package – English Language Learners, Imagine Learning propose **Imagine Language & Literacy**. Designed to supplement core literacy instruction, Imagine Language & Literacy provides instruction and practice in all four domains of literacy—reading, writing, listening, and speaking. As students explore and practice skills, their individualized learning sequence adjusts dynamically to maximize their engagement and progress, accelerating to match a cognitive leap or adjusting to accommodate unfinished learning.

Imagine Learning believes every child deserves the chance to enjoy learning and has the right to fulfill their unique potential. For more than 15 years, Imagine Language & Literacy has helped students acquire, develop, and strengthen the language skills necessary to fully participate in academic settings and prepare them for college and career success. The program delivers explicit, targeted instruction within an individualized learning path that adjusts to the needs of each student.

Imagine Learning also recognizes that all students come to us with powerful cultural and linguistic strengths and have the desire to learn and succeed. Therefore, Imagine Language & Literacy helps students—especially English learners—develop English language and literacy skills. Imagine Language & Literacy's personalized, adaptive instruction—complete with first-language support—meets all students in their zone of proximal development and accelerates language acquisition.

- **Personalized learning pathways** provide instruction for students with varying degrees of proficiency in English and varying degrees of literacy in their first language.

- **Strategic L1 support**—available in 15 languages—delivers direct vocabulary instruction and activity directions in the student's first language. As a student's proficiency grows, the program gradually withdraws first-language scaffolding.

- **Explicit instruction in phonemes** not found in a student's first language targets individual instructional needs.

- Concepts—such as rhyme—are taught in the student's first language to **build background knowledge** before transferring the skill to English.

- **Three levels of vocabulary instruction**—beginning with basic and culminating in advanced academic vocabulary—elevate language proficiency and participation in whole-class activities.

Instructions with L1 Fade

Customized Phonological Activities

Complex Concepts Have Additional Explanation in First Language

Instructive Feedback in Student's First Language

Direct Vocabulary Translations

Scaffolds

In addition to Imagine Language & Literacy, Imagine Learning offers ongoing implementation support and professional development—to include not only product training but also best practices, coaching, and targeted support—to ensure the success of all educators and students. With 50 years of online education experience and serving nearly 10 million students across all 50 states and in more than 30 countries, Imagine Learning has the expertise, personnel, and resources necessary to support JCSD in achieving its digital learning and instruction goals. **For questions and clarifications regarding this proposal, please contact the district's Account Executive—Gina Gagliano—by phone at 601.331.3296 or via email at** **gina.gagliano@imaginelearning.com**.

Note: As part of an internal corporate restructuring, Imagine Learning, Inc. and Edgenuity, Inc. merged into a single entity—Imagine Learning LLC, formerly known as Weld North Education LLC. Prior to the merger, Imagine Learning, Inc. and Edgenuity, Inc. were wholly owned subsidiaries of Imagine Learning LLC. Imagine Learning LLC is the surviving entity following the merger, which was effective as of December 31, 2021.

Service Specifications and Provisions

> *Program that provides a software package for diagnosing and prescribing student learning paths for ELL students in grades K-8.*

Imagine Language & Literacy maximizes the impact of instructional time by chartering personalized learning paths for every student. The program's Smart Sequencer™ technology combines data from diagnostic assessments with current student performance to determine which learning modules the student needs and the order in which they need them—optimizing pathways to skill proficiency. Instead of waiting for the next benchmark to recalibrate learning paths, Imagine Language & Literacy continuously and dynamically adjusts each student's learning path to ensure every minute spent in the program increases learning outcomes.

An initial placement assessment for each student determines the Smart Sequencer's recommended entry point in the Imagine Language & Literacy learning sequence. Students encounter the in-program assessment when they log into Imagine Language & Literacy for the first time. It includes multiple sub-tests that determine each student's language and literacy proficiency levels and the related underpinning skills. Once each student's optimal entry point is determined, the Smart Sequencer generates a personalized instructional pathway to address unfinished learning and build on individual strengths, accelerating them towards grade-level standards mastery. The placement assessment provides students with four distinct starting points that correspond with Imagine Learning Language & Literacy's four instructional strands: (1) reading, (2) oral vocabulary, (3) grammar, and (4) listening comprehension.
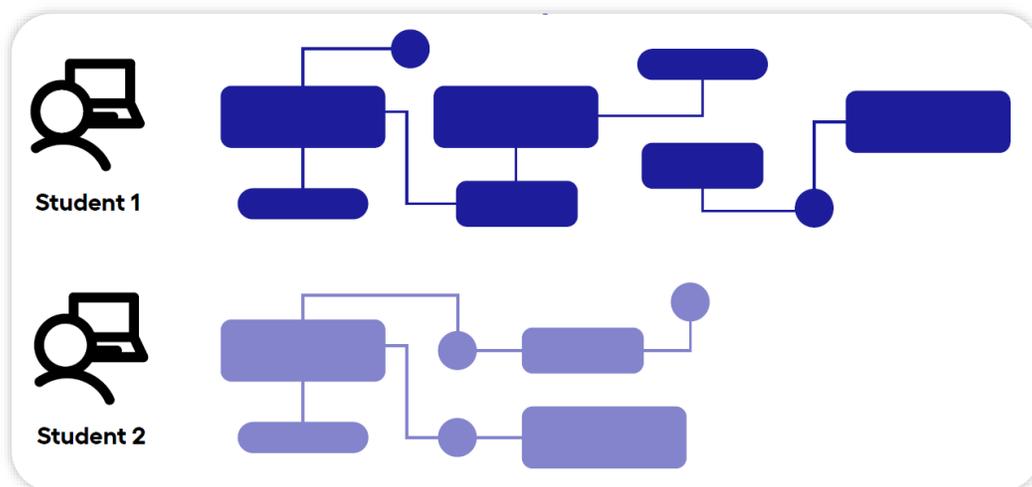
Smart Sequencer

As students interact with Imagine Language & Literacy learning modules, the Smart Sequencer collects data and refines each pathway dynamically. This personalized approach respects that learning is not a linear process. Students can experience both moments of rapid growth and periods when progress takes more time. Interim checkpoints determine when a student needs to skip concepts they already know; when they need to encounter concepts to complete unfinished learning; or when they need additional review before reaching mastery.
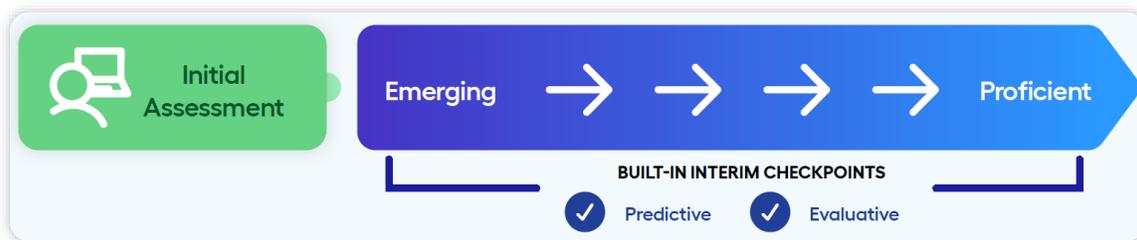
Checkpoints

The Smart Sequencer employs two forms of built-in interim checkpoints that analyze student performance and adjust instruction:

- **Predictive checkpoints** determine whether the program should deliver an upcoming lesson, based on established proficiency or through a short quiz given just prior to the lesson. Predictive checkpoints occur in vocabulary, grammar, and listening comprehension strands.

- **Evaluative checkpoints** look back at the student's performance in prior learning modules to determine the type of instructional support Imagine Language & Literacy should provide in an upcoming lesson or group of lessons. Evaluative checkpoints occur in word recognition activities and in grade-level reading strands.

Program must include workbooks and teacher kits that are specifically designed for grades K-8.

Imagine Language & Literacy provides teachers with offline learning resources—such as graphic organizers, response journals, flashcards, and independent worksheets. These resources also help support teachers in planning accurate and effective instruction.

- Over 200 offline reteaching lesson plans for print concepts, phonological awareness, phonics and word recognition, and reading comprehension skills

- Creative, kinesthetic, or social classroom activities, reinforcing and extending the skills students learn in Imagine Language & Literacy

- Lesson details showing teachers the series of Imagine Language & Literacy activities that work together to teach students a particular set of skills

Each classroom activity includes a learning objective, target skills, and materials and clear steps to conduct the activity. Each reteaching lesson plan includes a list of materials including printouts—such as flashcards and preparation tasks—as well as a scripted lesson plan suitable for intervention specialists, reading paraprofessionals, substitute teachers, or other assistants.
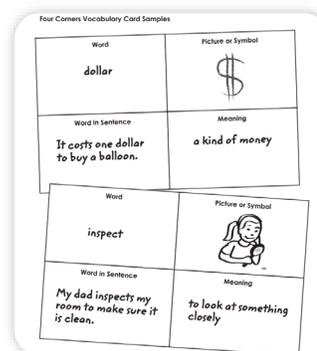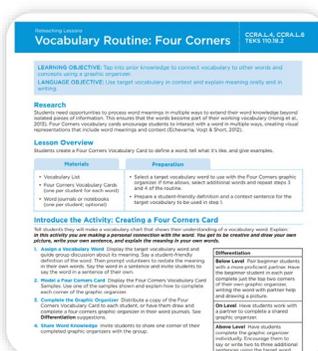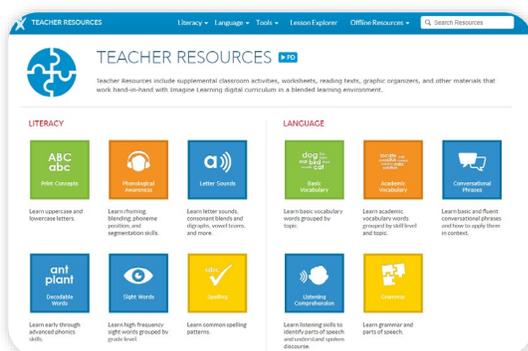
Offline Resources

> *Program is a systematical and sequential program that teaches students to read and builds on those reading skills to close learning gaps.*

Imagine Language & Literacy accelerates reading and language proficiency for students in grades PreK–6. As students explore and practice skills, their individualized learning sequence adjusts dynamically to maximize their engagement and progress. In addition to instruction in these four areas, Imagine Language & Literacy also provides English language instruction, helping students build listening and speaking skills. More than 5,000 engaging activities provide effective practice and repetition.

When Imagine Language & Literacy introduces new concepts or skills, the program first demonstrates the skills and then delivers activity instructions to students. Throughout the program, lessons incorporate an effective instructional sequence to promote successful learning. For example:

- As students learn letter names and sounds, the program shows a letter on the screen while a narrator says the letter name aloud and demonstrates the letter's name.

- Comprehension lessons teaching the concept of the main idea incorporate a narrator explicitly stating the steps for identifying the main idea. The program then demonstrates how to determine the main idea for a short passage. Imagine Language & Literacy then guides students through practice opportunities, enabling them to learn new skills.

Additionally, Imagine Language & Literacy is systematically designed to provide instruction appropriate for students' current performance levels. For both language development and literacy, the program sequences skills to provide foundational learning first. For example:

- When developing language, Imagine Language & Literacy teaches students basic vocabulary— learning functional words—prior to exposure to academic vocabulary. As students master vocabulary, the program then delivers intermediate, advanced, and domain-specific vocabulary lessons.

- Similarly, literacy lessons begin with foundational phonemic-awareness lessons before progressing to phonics. Students learn vocabulary that enables them to read instructional-level texts, and comprehension skills align when students learn to read decodable texts before moving to leveled readers.

As described throughout this proposal, Imagine Language & Literacy is a research- and evidence-based supplemental program that accelerates early literacy development for students in kindergarten through third grade by providing explicit, systematic instruction in foundational reading skills. The digital curriculum addresses academic language development, integrating connected and close-reading activities throughout the program, and individualizing instruction to meet the needs of specific students.

- **Reading.** Imagine Language & Literacy delivers explicit comprehension instruction as students read online books and texts appropriate to both a student's grade and reading level. As students read these texts, they gain experience with a diverse array of literary genres covering important topics across the curriculum relating to academic vocabulary and language. Additional details regarding the texts students will encounter in the program are provided below.

  o **Read-Along Books**—provided in grades PreK–2—are interactive books in which students read along with a narrator. Students can click any word to hear it read aloud and listen to each page again. Prior to reading, the program introduces students to the predictable text they will encounter in the story. For example, "This story is about a little monster who gets into trouble. Let's learn some words from the story." The narrator then reads the words

aloud and asks the student to repeat them. Imagine Language & Literacy then requires students to answer comprehension questions.
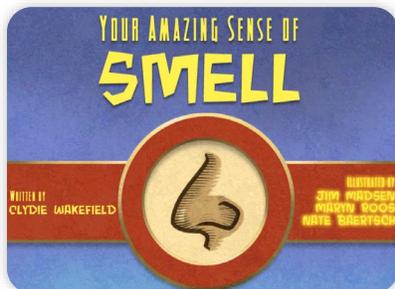
Listen and Read: Your Amazing Sense of Smell

o **Beginning Books**—provided in grades K–2—require students to answer literal and inferential questions about the text the narrator reads aloud. Students receive feedback in their first language, specifying how to use question answering strategies. Additionally, vocabulary is front-loaded, helping students comprehend what they read.

Read on My Own: Not Mice!

o **Transition Books**—delivered in grade 2—support a second-grade bridge that provides activities to prepare second graders to move from beginning decodable books to leveled books. The bridge includes nine activities, eight stories, three phonics commercials, and adds new datasets to three existing activities. The backbone for most of the activities in the second-grade bridge are eight adaptations of fables and folktales, such as *The Tiger and the Fox* and *Stone Soup*. To accompany these texts, the program delivers *Intro to Fables and Folktales*—an activity teaching students to understand the lesson the story presents, as well as the usual comprehension questions.
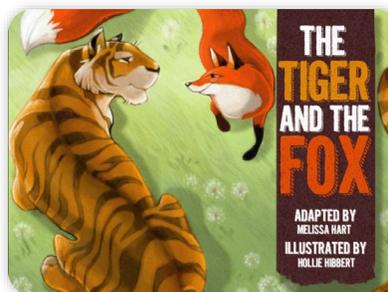

Transition Books

- o **Leveled Books**—provided for students in grades 2–6—show Lexile levels, ensuring teachers understand the difficulty of each text. The Imagine Language & Literacy curriculum requires students to not only read and comprehend basic points of a story—such as plot and characters—but also challenges students with questions to help them gain a deeper understanding of the passages. For example, the program teaches inferential skills to help students understand motivation and emotions in a text.

- o **Associated Press Articles**—encountered in the activity *Newsbreak*—provide articles in a fun website format in which students answer comprehension questions to determine their understanding of the article. The Associated Press articles and activities dovetail with Cazden's research that "language is learned, not because we want to talk or read or write about language, but because we want to talk and read and write about the world." This activity is designed for students who read at grades 3–6 reading levels.

Read Informational Text: International Space Station Receives Supplies

- **Writing.** Imagine Language & Literacy provides a variety of activities to help students practice writing. The program asks students to explain, describe, or offer an opinion in response to a comprehension question after reading a leveled text. Students can send the typed answer to their teacher for review. Some examples of leveled texts and their response prompts include the following:

  - o **A Party Surprise**. Students read the nonfiction text, *A Party Surprise*, a book about building a piñata. After reading, they respond to the prompt, "Describe what you do with a piñata at a party."
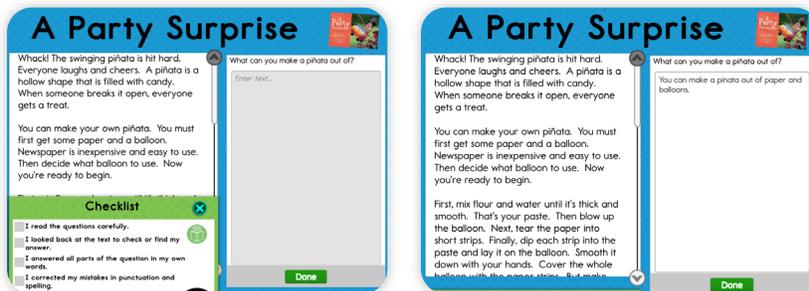

A Party Surprise

  - o **Stopping the Killers.** Students learn about the scientific method and vaccinations in the nonfiction text, *Stopping the Killers*. They respond to the prompt, "Scientists had a hypothesis that people who had been sick with a type of germ and lived would not get sick from that germ again. How did the scientists prove this hypothesis right?"

All leveled texts include a graphic organizer or response journal requiring students to think and write about the texts they read. Teachers can also access these texts and related worksheets via the program's offline resources, which provides extra writing practice. For example, *Stopping the Killers* includes a graphic organizer requiring students to identify important ideas in the leveled book and write a summary of the text. Additionally, students practice editing writing as part of the program's grammar lessons.

Imagine Language & Literacy also provides offline, supplemental materials teachers can use to teach handwriting. Via the "Teacher Resources" tab in the educator portal, teachers can print worksheets to help students practice their handwriting.
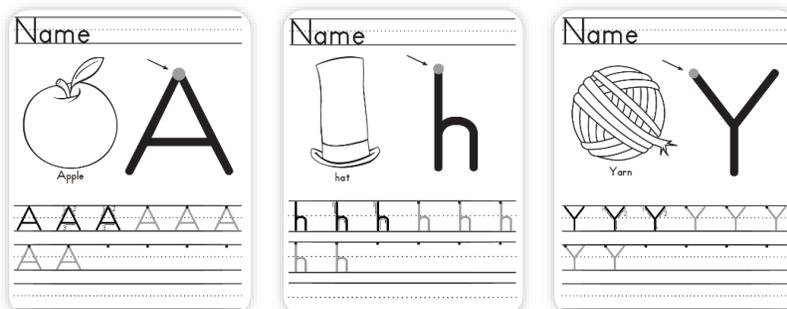
Handwriting Practice

- **Listening.** Students develop listening comprehension skills by learning academic vocabulary, following along as a narrator reads a variety of selected texts out loud, and answering questions about the texts to which they have listened. Students also learn strategies to help them target relevant information, applying these strategies as they listen to podcast-like informational pieces. The program also improves students' classroom behavior. In past surveys administered by Imagine Learning, many teachers commented on how their students have improved in class participation, listening skills, attentiveness, desire to learn, and classroom manners.

- **Speaking.** Students engage in one-sided conversations with the program, singing along and often recording themselves. These recordings allow teachers to gauge a student's conversational and fluency skills and ensure students meet listening and speaking standards. Students read and listen to conversations through texts and videos and learn everyday phrases and words essential to social interactions. English learners learn conversational phrases that help them participate in the classroom.

With Imagine Language & Literacy, students receive systematic and explicit instruction in the five key areas of literacy as outlined by the National Reading Panel: phonics, phonemic awareness, fluency, vocabulary, and comprehension. Additionally, the program's pedagogic approach aligns to the Science of Reading by providing targeted instruction across all literacy domains—described below.

- **Phonemic Awareness.** Imagine Language & Literacy introduces phonological awareness through activities teaching the concept of rhyme; segmentation of words into phonemes; and determining whether a specific sound is an initial, medial, or final phoneme.

- **Phonics.** Phonics instruction progresses from letter identification to mastery of letter-sound relationships, blending, application of patterns, and beyond. After introducing the letters of the alphabet, the program teaches the 44 sounds in the English language and the 70 most common ways to spell those sounds.

- **Fluency.** Imagine Language & Literacy provides several fluency practice opportunities—including shared reading, echo reading, and repeated oral reading activities—as students learn to read text with expression and accuracy. K–2 digital books have read-aloud models featuring expressive, fluent narrators providing examples of prosody skills. Students can also record their fluent oral reading.

- **Vocabulary.** The program emphasizes vocabulary development via multiple exposures in various contexts. Imagine Language & Literacy sequences lessons and routines as preparation for reading a text in which the new word is used—focusing on the use of words in authentic, student-friendly contexts.

- **Comprehension.** Imagine Language & Literacy provides comprehension instruction in the context of reading online texts appropriate to student's grade and reading levels. The program provides explicit instruction on various text genres, their underlying structures, and how to use this knowledge to aid comprehension. As students progress to reading independently, they learn and practice general comprehension strategies as well as specific strategies applicable to either literary or informational texts.

- **Oral Language Development.** Imagine Language & Literacy's direct instruction and practice are designed to build students' semantic knowledge and skill; vocabulary; morphological knowledge; syntactic competence; and ability to apply pragmatics. The program focuses on building oral and reading vocabularies, emphasizing Tier 2 high-utility general academic words and some Tier 3 subject-specific words.

Program has user friendly dashboard for educators, staff, students, and parents/guardians that is appealing and easy to navigate, specifically pinpointing deficits of skills for intervention within the student's learning path.

Educator Dashboard

The Imagine Language & Literacy educator dashboard provides user friendly reports that help educators use and analyze student performance data. The reporting suite allows educators to pinpoint the precise strengths and weaknesses of each student, showing how students' reading comprehension skills improve over time; the curriculum students have completed; the amount of time students have spent in the program; and which students are striving to master specific skills—allowing teachers to monitor the progression of students' acquisition of the English language. Imagine Language & Literacy reports are available online and in real time. Additionally, educators can only view the student information for which they have security permissions. For example, a district administrator can view data across the district; a principal can view data across the school; and a classroom teacher can view the data for only the students assigned to them.

- **Dashboard.** The Imagine Language & Literacy dashboard is a dynamic tool that provides access to interactive reports, resources, tools, and at-a-glance information about the usage and growth trends among organizations, groups, and students. Educators can drill down from high-level aggregated statistics; quickly update student information and report settings; and locate remediation resources for in-class use. Educators can also access key performance indicators, usage reports, progress reports, growth reports, student portfolios, the Action Areas Tool, and teacher resources for offline instruction.
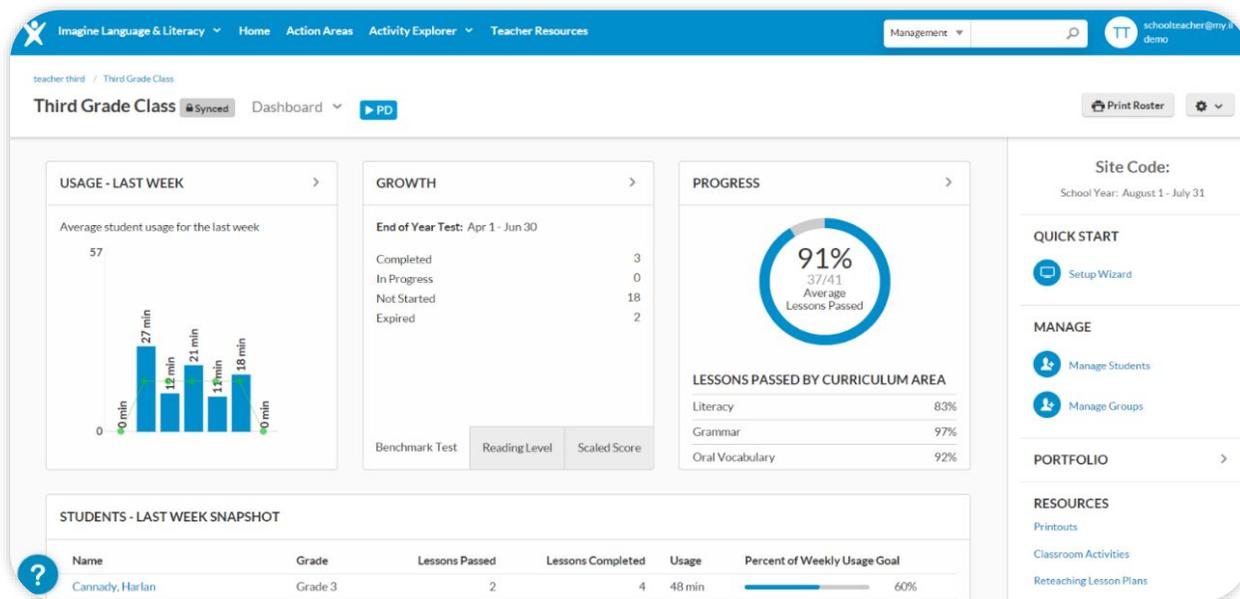
Imagine Language & Literacy Dashboard

- **Growth.** The Growth Tool is an interactive data tool that illustrates student performance over time and is linked to the Action Areas Tool—described later in this proposal—for intervention purposes. The Growth Tool also offers interactive filtering options, allowing teachers and administrators to compare student growth by individual, class, or grade; track class or individual progress compared to district goals; and measure long-term growth needed for student growth objectives and other state-level reporting.

  o The **Benchmark Test Report** displays benchmark scores for the beginning, middle, and end of year testing periods. This report is an overview of student scores in literacy and oral vocabulary—also displaying performance data for individual sub-tests, such as word recognition and leveled reading comprehension. All returning Imagine Language & Literacy students take the beginning of year benchmark test, but students can also take the benchmark test during the middle and end of the school year to assess cumulative reading growth.

PL	Name ▲	Placement	Beginning Aug 1 - Oct 31	Middle Dec 1 - Feb 28	End Apr 1 - Jun 30	YTD
		Literacy | Oral Vocab	Literacy | Oral Vocab	Literacy | Oral Vocab	Literacy | Oral Vocab	Literacy | Oral Vocab
⬆	Cannady, Harlan Grade 3	1214 | 810 9/26/17 - 9/28/17	1214 | 810 9/26/17 - 9/28/17	2213 | 1295 1/25/18	Not Started	▲ 999 | ▲ 485
✓	Eckman, Jenise Grade 3	1074 | 875 10/13/17 - 10/27/17	1074 | 875 10/13/17 - 10/27/17	1401 | 1217 1/29/18 - 1/30/18	Not Started	▲ 327 | ▲ 342
✓	Guillermo, Mandie Grade 3	1104 | 768 10/6/17 - 10/17/17	1104 | 768 10/6/17 - 10/17/17	1401 | 1191 1/22/18	Not Started	▲ 297 | ▲ 423
⬆	Hanson, Jason Grade 3	1214 | 810 10/13/17	1214 | 810 10/13/17	2205 | 1295 1/16/18	Not Started	▲ 991 | ▲ 485
✓	Hendrick, Alfonso Grade 3	2159 | 1295 10/13/17 - 10/30/17	2159 | 1295 10/13/17 - 10/30/17	1525 | Tested Out 2/2/18 - 2/5/18	Not Started	▼ 634 | --
⬇	Herrod, Sara Grade 3	1104 | 768 10/6/17	1104 | 768 10/6/17	1074 | 1088 1/9/18 - 1/11/18	Expired | Expired 4/11/18	▼ 30 | ▲ 320

Benchmark Test Report

o The **Reading Level Assessment** report displays scores for the beginning, middle, and end of year. It also shows which students are performing above level, on level, or below grade level in Lexile reading growth, as assessed by the Reading Level Assessment.

o The **Scaled Score** report measures student growth using a scaled score—composite scores that account for the relative difficulty of the assessed scores. Because scaled scores increase with difficulty, educators can directly compare a student's current performance with prior scores or draw comparisons between students' scores.

- **Usage.** Imagine Language & Literacy usage reports detail how much time students spend using the program. The reports show information about usage over time compared to the recommended goal. Administrators can use this information to identify below-target usage, creating opportunities to intervene, as consistent program usage is essential to its effectiveness. The program also provides usage by week metrics—which displays the number of minutes students have used Imagine Language & Literacy each week compared to the weekly goal—and predicted end of year usage, which determines whether students will meet weekly and yearly usage goals based on their current usage trends.

- **Progress.** Teachers, administrators, and parents can use progress reports to monitor student progress. The tool shows a breakdown of all skill areas and how far a student has progressed in comparison to his or her grade level. This is an excellent tool for guiding discussions at parent-teacher conferences or when making goals with students.

  o The **Progress by Lesson** report lists the lessons students have completed or tested out of, and on which lessons students are working. The report divides literacy, oral vocabulary, and grammar curriculum, allowing teachers to monitor student progress at both the group and student level. Educators can also view the lesson details, which include the curriculum area; lesson; whether the student has passed or completed the lesson; how much time students spent on the lesson; and the date when they last attempted the lesson.

✓ Completed during current school year	✓ Completed during previous school years	→ Skipped ❓	3/5 Number of lessons completed out of total in level

Literacy

Pre-K		K					Grade 1					Grade 2 450L - 670L			Grade 3 630L - 790L			Grade 4 750L - 880L			Grade 5 830L - 970L			Grade 6 940L - 1030L		
		A	B	C	D	E	F	G	H	I		1	2	3	1	2	3	1	2	3	1	2	3	1	2	3
1	2	1	2	3	4	1	2	3	4	5	1	2	3	1	2	3										
→	→	→	→	→	→	→	→	→	→	→	✓	✓	✓	✓	9/10	5/12										

Oral Vocabulary

Basic					Beginning Academic			Intermediate Academic		Advanced Academic	
1	2	3	4	5	1	2	3	1	2	1	2
→	→	→	→	→	→	→	→	✓	✓	✓	9/13

Grammar

| Level 1		Level 2		Level 3		Level 4	
	1	1	2	1	2	1	2
	✓	✓	✓	✓	✓	✓	✓

Progress by Lesson Report

- o The **Skills Inventory Report** lists the skills students have encountered, the date they encountered the skill, and how they scored when assessed on the skill. It also includes detailed information about which skills students have answered correctly or incorrectly. Teachers can apply data filters, including date range, individual curriculum area, correct results, and incorrect results. The Skills Inventory Report also provides a global view of a student's successes and additional areas of need.

- o **Achievement Reports** display several student achievements, including the number of activities completed, books read, and vocabulary words, sight words, and letters learned. Teachers can also print achievement certificates from this report at any time.

- o The **Program Level Gains Report** allows school and district administrators to view which students across the district or school are working above level, on level, or below grade level at the beginning of the school year compared to the current date. The Program Level Gains Report also provides data for each grade or group within the organization. This report is only available for school- and organizational-level users, such as a school principal or district administrator.
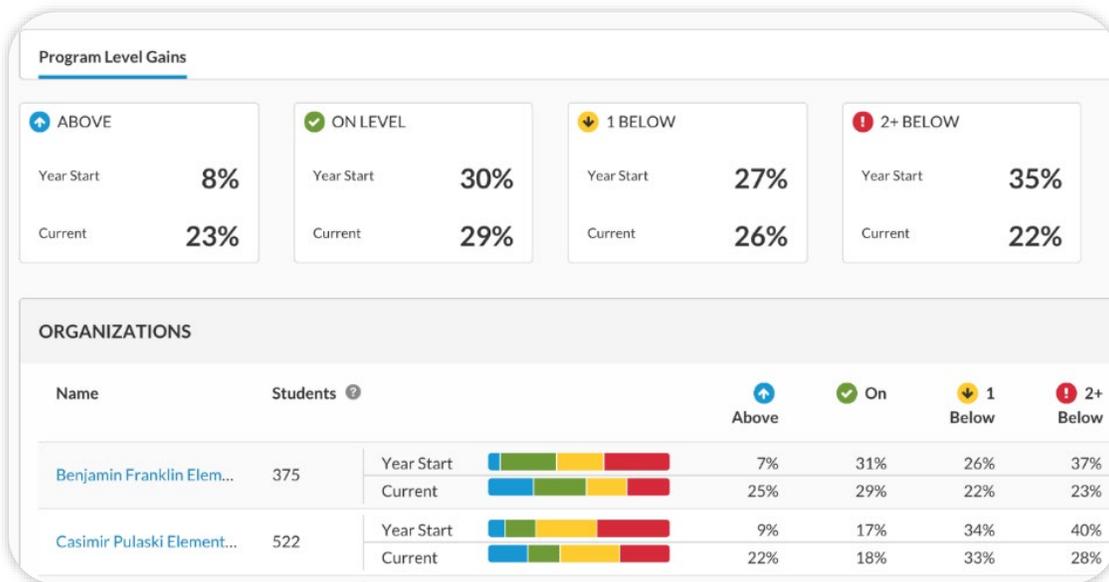
Program Level Gains Report

- **Student Portfolio.** Imagine Language & Literacy empowers students to create constructed writing responses and individual audio recordings of books they are reading. When a student creates a recording or answers a writing prompt, the program automatically stores it in the student's portfolio—capturing and organizing student writing exercises, book recordings, and other reading fluency exercises. Teachers can review student work to evaluate student progress and performance, awarding Booster Bits for special effort, improvement, or exceptional performance and share the portfolio with parents.
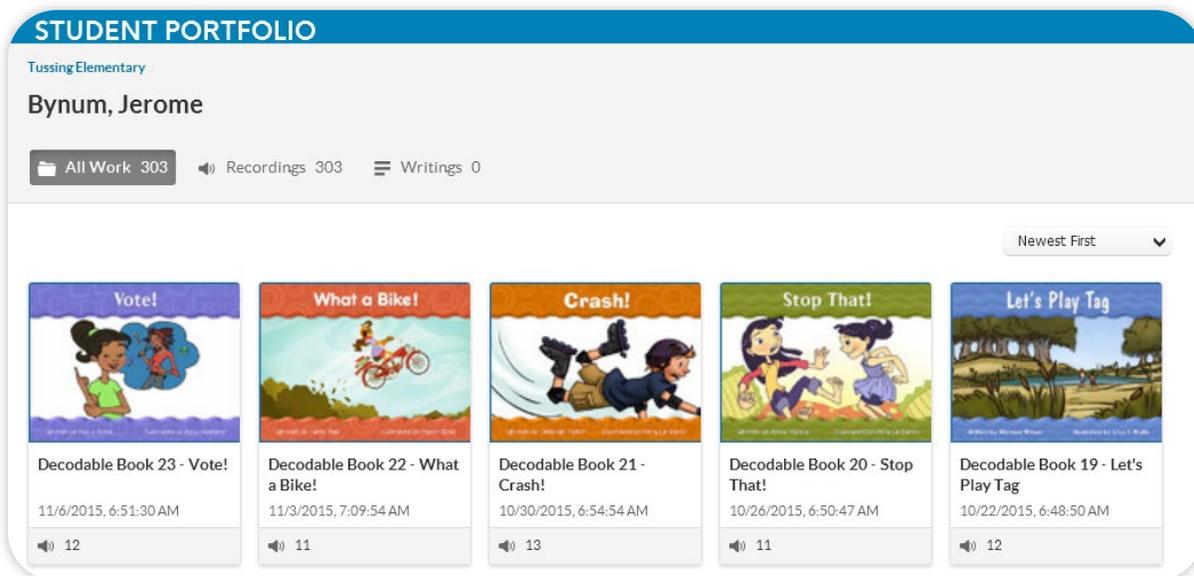
Student Portfolio

- **Activity Explorer and Playlists.** Imagine Language & Literacy allows teachers to assign lessons based on current classroom goals or standards via the Activity Explorer and Playlist features, quickly searching, viewing, and assigning content for whole-group, small-group, or one-on-one

instruction. The ability to search by topic, keyword, or curriculum ensures students receive an enriched learning experience with content that builds confidence and meets student needs and interests. Teachers can view when a playlist is assigned, in progress, or completed. The program also measures usage data as students work through an assigned playlist. There is no limit to the number of playlists a teacher may create. However, students may only be assigned one playlist at a time with a maximum of seven activities per playlist. Additionally, teachers can now build playlists directly from the Action Areas Tool—described in more detail below.

Playlists

By selecting a playlist, teachers can drill down to view the lessons in the playlist and each student's performance on those lessons. Because student scores are color-coded—described in the key—Imagine Language & Literacy provides at-a-glance information regarding student performance.

Playlist Reporting

- **Action Areas Tool.** Imagine Language & Literacy features the Action Areas Tool, which groups students according to need—efficiently addressing unfinished learning. The tool uses the embedded formative assessments from a student's personalized learning path to identify those in need of additional support, creating groups by skill and providing activity suggestions for teacher use in intervention sessions. Some activities also include printable resources to send home with students or use for extra classwork.

Action Areas Tool

The Action Areas Tool also defines the specific skills students have not yet mastered and lists the corresponding standards. Educators can launch texts, games, explicit instructional sequences, videos, and create playlists directly from this page. Accompanying materials—such as graphic organizers and response journals—are also available for direct printing. This actionable data facilitates immediate and targeted intervention by teachers. Additionally, educators can track student progress from this point to show the impact of intervention.

Intervention & Playlist Tool

Student Experience

Upon first logging in to Imagine Language & Literacy, students watch an age-appropriate introductory song that varies according to grade level. Younger students watch the *Imagine Island* song while older students watch the *Imagine Museum* song. Imagine Language & Literacy also helps students understand how to navigate the program.

Program Introduction and Navigation

The program automatically administers the placement test to all students when they begin using the program, assessing the student's current language and literacy skills. The placement test—which mimics an interactive and engaging lesson—is adaptive according to the student's need. The test serves two primary purposes: first, it places students appropriately within the curriculum; second, it provides a baseline against which teachers can compare later benchmark test results. The number of questions varies depending on how each student answers the question and includes instructions in the student's first language. The program delivers instructions to students and asks them to do their best.

Placement Test

Once the program determines each student's optimal entry point, Imagine Language & Literacy's Smart Sequencer—described in detail earlier in this proposal—generates a custom instructional pathway designed to address any unfinished learning and build on individual student strengths, accelerating all students towards grade-level standards mastery.

Within each custom pathway, students will encounter a strategic and intentional instructional sequence that introduces, contextualizes, and builds reading skills and key vocabulary with multiple examples and multiple exposures—all pointed toward meaningful engagement with specific text. The pathways are

comprised of short, engaging instruction, practice, and assessment activities. Each lesson builds on prior knowledge to reinforce the skills students have already learned.

Imagine Language & Literacy offers engaging and motivational features to encourage student confidence as they develop new skills and knowledge. Many lessons contain learning games, in which students practice their newly learned skills. This prepares them for reading texts for which they will be required to demonstrate writing or speaking skills. As students work through their individualized pathways, they earn Booster Bits—which act as a type of currency in the program and helps students track their progress. Imagine Language & Literacy uses Booster Bits to determine when a student is eligible to return to the Imagine Museum—described below—as well as the items available for purchase.

Imagine Museum serves as an external reward experience, featuring multiple "habitats" and "habitat exhibits" with which students can choose to interact. Students use Booster Bits to buy items to customize their exhibit. Visits to the Imagine Museum are fun and rewarding for students; however, after 90 seconds, the program automatically returns students to the learning activities.

Designing Environments

Imagine Language & Literacy also provides an end-of-session summary, which displays how many books the student has read, the activities the student has completed, and the words students have learned. This summary promotes student responsibility and confidence, as they can view their accomplishments, monitor their Booster Bits, and observe any avatar customizations.

End-of-Session Summary

Program that tracks effectiveness of strategies and has reporting/graphing capabilities for progress monitoring.

As described above, the Imagine Language & Literacy dashboard and reporting suite helps educators track and monitor student progress. To best achieve this, Imagine Learning & Literacy recommends reviewing multiple data points—both within and outside of the program—to effectively meet students' learning needs.

- **Screening and Ongoing Assessment.** Imagine Language & Literacy incorporates various embedded assessments and integrations with third party assessment providers—such as MAP Growth Reading—to offer multiple data points to assess student learning. Three benchmark assessments empower teachers to monitor student data at screening, in the middle of the year, and at the end of the year—continuously monitoring progress against grade-level skills to ensure students are on track to meet their learning goals.

  Benchmark 1 places students on the appropriate learning path based on their incoming knowledge. To view this data, teachers review students' placement levels via the Growth tab. Benchmark 2 and Benchmark 3 allow teachers to monitor achievement during the year. The Growth tab updates student data during each testing window, allowing teachers to compare classroom and individual student scores across time to highlight changes in performance level.

Growth Data

- **Progress Monitoring.** To evaluate student performance, Imagine Language & Literacy provides data for time on the program, lessons passed, and mastered skills. Teachers can monitor the progress of individual students and how students perform relative to their peers. Imagine Learning recommends teachers critically assess students' Usage, Progress, and Achievement reports at least once per week to effectively make data-based instructional decisions. This data can help teachers identify skill gaps requiring targeted instruction to support core and tiered instruction. Imagine Learning recommends students spend a minimum of 60 minutes per week in the program, though more time may boost performance for students performing below grade level. The Usage

tab provides an overview of the average active time for the class across the last four weeks. Additionally, the Progress tab provides an overview of average lessons passed for the class.
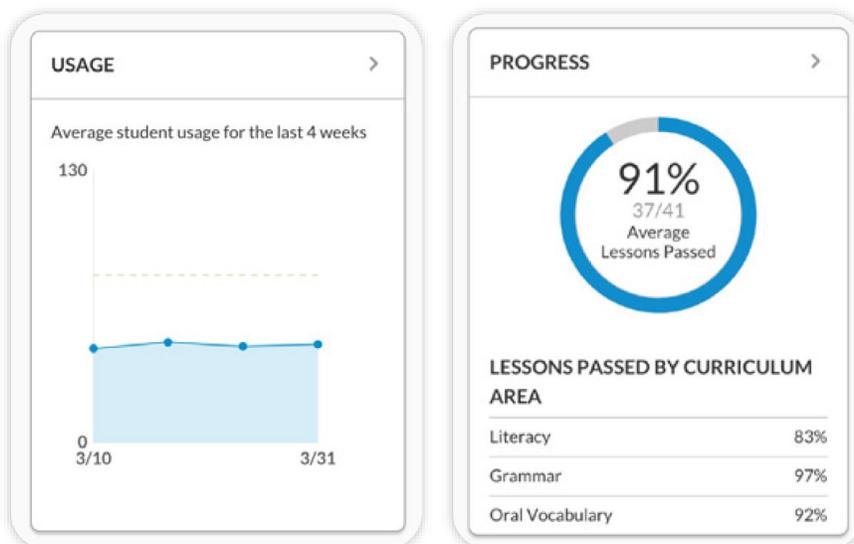
Usage and Progress Data

- **Individualized Instruction.** To appropriately monitor student learning, teachers should monitor the Usage, Growth, and Progress tabs weekly. If usage is adequate but students do not make adequate progress—such as not passing lessons or scoring lower on Benchmark 2 or Benchmark 3—the teacher should use Imagine Language & Literacy's targeted resources to address possible learning gaps and individualize instruction to improve student learning. The Skills Inventory Report allows teachers to review a student's strength and weaknesses, identifying skills that may require remediation or reteaching. Recognizing that students may struggle with similar concepts, Imagine Language & Literacy provides the Action Areas Tool to efficiently group students based on skill gaps. Teachers can also assign additional online activities directly from the Action Areas Tool.

Program includes training opportunities and resources for educators for better understanding of the reading process within the program.

Imagine Learning is committed to the success of its districts and schools. Professional development services typically include multiple opportunities for virtual or onsite coaching to improve teacher effectiveness. Teachers experience professional gains as they incorporate high-leverage teaching practices, research-based instructional routines, data-driven instruction, and blended learning.

Educators who attend Imagine Learning's professional development sessions are more likely to implement Imagine Learning's programs with fidelity and positively impact student achievement. With flexible delivery options, leveled learning, and sessions targeted to district needs, Imagine Learning's experienced professional development team will provide the support JCSD needs to ensure a successful implementation. Imagine Learning's professional development is defined in the following ways:

- **Comprehensive.** Designed to ensure that JCSD receives leveled support throughout the partnership, Imagine Learning's professional development is tailored to both instructional leaders and educators. Our professional development packages will help grow JCSD's implementation over time based on established instructional goals.

- **Focused.** With targeted packages for each product, Imagine Learning's professional development

helps leaders and educators learn key features of each product, such as how to interpret and analyze data to make informed decisions.

- **Flexible.** Imagine Learning's professional development options are flexible, accommodating virtual, onsite, and blended sessions.

- **Adaptable.** Professional development packages are adaptable, ensuring sessions are targeted to each site. JCSD can also share sessions with multiple sites across the district.

Imagine Learning will personalize JCSD's professional development based on its customer journey, educators, and instructional goals. Sessions are tailored to reach users with differing levels of experience and are targeted specifically to the needs of educators and instructional leaders. The district can view Imagine Learning's professional development catalog at the following link: https://il-cms.imaginelearning.com/media/pdf/839769763%20SUP%20Professional%20Development%20Catalog%20Edits%202202-Digital.pdf.

Online Resources

Imagine Learning also provides several online professional development, training, and help resources at no additional cost. These resources are available online, ensuring program users can easily find the information they need to successfully administer the program.

- **Embedded Professional Development**. PD NOW is just-in-time professional development directly embedded into Imagine Learning products to empower educators with point-of-use support where and when they need it. PD NOW encourages users by providing powerful and relevant guidance without the need to leave the product. For example, clicking PD NOW in the reporting dashboard will elicit guidance on interpreting data or mapping action steps to accelerate student achievement.

- **Webinars.** Imagine Learning provides live and on-demand webinars and webinar series dedicated to district leaders, educators, and parents—such as thought leadership on emerging topics.

- **Online Help Center.** Imagine Learning provides users with access to searchable support via our comprehensive Help Center—help.imaginelearning.com. The Help Center provides video tutorials, meaningful walkthroughs, printable guides, and informative articles, available 24/7.

- **Teacher Care and Technical Support.** A team of agents are available to JCSD administrators, educators, and families. These virtual individuals are tasked with assisting teachers who have questions surrounding data or use of the program. They are available twelve hours a day, Monday through Friday.

Program must have the capability to link and sync with ClassLink and OneRoster.

Imagine Learning supports several integrations, such as Clever, ClassLink, and other identity providers that support OpenID Connect, OAuth 2, ADFS, LDAP, and SAML. Additional details are available online: https://help.imaginelearning.com/hc/en-us/articles/360057814234-Setting-up-SSO-for-Imagine-Learning-products.

Cost Proposal

Imagine Learning LLC is submitting Imagine Language & Literacy to meet the district's needs for student learning materials. The program is a Software as a Service (SaaS) available for a 12-month or multi-year license term subject to Imagine Learning's Standard Terms & Conditions—provided in Appendix A of this proposal. Volume discounts and additional pricing options may be available.

Product	Description	Cost
Imagine Language & Literacy	Personalized learning program that accelerates literacy and English language development for students in grades PreK–6.	$132 per student
Onsite Professional Development*	Session of district's choice delivered onsite that can accommodate up to 40 participants.	$3,500 per session
Webinar Professional Development*	Session of district's choice delivered via webinar that can accommodate up to 40 participants.	$750 per session

Imagine Learning's team of Professional Development specialists will build a customized professional development plan based on the district's schedule and goals.

Cloud Hosting
Imagine Learning is a vendor-hosted system and does not charge separate hosting fees.

Data Integration/Import
Imagine Learning provides integration with a variety of SIS and LMS providers. Specific information is needed to provide final costs. Integration fees are one-time. Note: Instructional Services and some third-party partnerships do not include integration options.

Customer Support
Imagine Learning does not charge separate fees for customer and technical support.

Technical Specifications
Imagine Learning's technical specifications can be accessed at
https://www.imaginelearning.com/en/us/support/customer-support.

Shipping Costs
Imagine Learning does not charge shipping because its products are digital software programs delivered through the Cloud.

Appendix A

Imagine Learning Terms & Conditions

imagine learning

IMAGINE LEARNING LLC
TERMS AND CONDITIONS OF COMPANY SERVICES

This "Agreement" (i.e., these Terms and Conditions and the Price Quote for Services into which these Terms and Conditions are incorporated) is made and entered into as of the date of last signature below ("Effective Date") between Imagine Learning LLC, its affiliates and subsidiaries ("Company") and Customer. In consideration of the mutual promises contained herein, the parties hereby agree to the following:

1.1 "Access Protocols" means the passwords, access codes, technical specifications, connectivity standards or protocols, or other relevant procedures, as may be necessary to allow Customer to access the Services.

1.2 "Authorized User" means any third party who is authorized by Customer to access the Services pursuant to Customer's rights under this Agreement, including any instructors, administrators, other employees, contractors, students authorized by Customer, parents, family members, or other adults associated with a student or parents authorized by Customer.

1.3 "Confidential Information" means all non-public, proprietary or confidential information relating to a "Disclosing Party" that is disclosed or otherwise supplied in confidence to the "Receiving Party" under this Agreement. Company's Confidential Information includes (without limitation) the Services, its user interface design and layout, and pricing information. Confidential Information does not include any aggregated data or De-Identified Data covered by Section 9.4, or any other information that the Receiving Party can establish: (a) was known to the Receiving Party prior to receiving the same from the Disclosing Party, free of any restrictions; (b) is independently developed by the Receiving Party without reference to the Disclosing Party's Confidential Information; (c) is acquired by the Receiving Party from another source without restriction as to use or disclosure; or (d) is or becomes part of the public domain through no fault or action of the Receiving Party.

1.4 "Confidential Student Information" means information that personally identifies a student who is enrolled or was previously enrolled at the Customer's institution. This term includes the student's name, the name of the student's parents or family members, the student's (or student's family's) address, telephone number, email address, date of birth, place of birth, mother's maiden name, grades, financial information, social security number (or other governmental identification number), biometric information, and other information that alone or in combination would reasonably allow a person or entity to identify the student with reasonable certainty. Confidential Student Information does not include any information regarding persons who do not enroll at the Customer's institution.

1.5 "Customer" means the school or district who is identified in the signature block below or the applicable Price Quote for Services.

1.6 "Customer Content" means any content and information submitted via or in connection with the Services by or on behalf of Customer, an Authorized User, or any other end user of the Services. Customer Content includes student information and records which remain the property of the Customer.

1.7 "De-Identified Data" means any data, including data derived from Confidential Information (and Confidential Student Information) that has had all direct and indirect personal identifiers removed. This includes the removal of any names, identification numbers, dates of birth, address, email address, and telephone number. De-Identified Data does not include any data that alone or in combination would reasonably allow a person or entity to identify a student with reasonable certainty.

1.8 "Documentation" means the technical materials provided by Company to Customer in hard copy or electronic form describing the use and operation of the Services.

1.9 "Instructional Services" means services provided by Company, including student access to teachers and coaches, the development and implementation of policies and procedures for purposes of improving student outcomes, and other services as stated in the applicable Price Quote for Services. Instructional Services are also subject to the additional terms contained in the attached Addendum.

1.10 "Price Quote for Services" means the order form signed by Customer which references these Terms and Conditions and details the services to be provided to the Customer under this Agreement.

1.11 "Professional Development" means all implementation planning, program design, administrative and instructional training, consulting and coaching for education professionals provided by Company as described in the applicable Price Quote for Services. Professional Development services are subject to the additional terms contained in the attached Addendum.

1.12 "Services" means the services ordered by Customer through the Price Quote for Services and includes the products and services which may include Company courseware, audio, video and other content curriculum, and/or Documentation and software including applets and animations. Services may include Professional Development and/or Instructional Services. Customers' access to any Professional Development or Instructional Services will expire at the end of the Term set forth in the applicable Quote or if the Service is terminated for any reason.

1.13 "Supported Environment" means the minimum hardware, software, and connectivity configuration specified from time to time by Company as required for use of the Services. The current requirements (if any) are described in the technical requirements which may be found on Company's website.

2. PROVISION OF SERVICES

2.1 **Access.** Subject to Customer's payment of the fees outlined in the Price Quote for Services and compliance with the terms of this Agreement, Company will provide Customer with access to the Services. Promptly following the Effective Date, Company shall provide to Customer the necessary security protocols and policies, network links or connections and Access Protocols to allow Customer and its Authorized Users to access the Services in accordance with the Price Quote for Services (or this Agreement).

2.2 **Support Services**. Company will provide Customer with the support services described at http://help.imaginelearning.com/hc/en-us.

2.3 **Hosting.** Company shall, at its own expense, provide for the hosting of the Services, provided that nothing herein shall be construed to require Company to provide for, or bear any responsibility with respect to any telecommunications or computer network hardware required by Customer, any Authorized User or any other user to provide access from the Internet to the Services.

3. INTELLECTUAL PROPERTY

3.1 **License Grant.** Subject to the terms and conditions of this Agreement, Company grants to Customer a non-exclusive, non-sublicensable, non-transferable license during the Term, solely for Customer's internal educational and training purposes and in accordance with this Agreement. This Agreement permits only Customer and Customer's Authorized Users to access and use the Services detailed on the Price Quote for Services in accordance with the Documentation. Licenses are available to access Services throughout the Term by Authorized Users not to exceed specific quantities stated on Price Quote for Services. License and Service types are listed below. Only those License and Service types listed on the Price Quote for Services are applicable to this Agreement.

a) **Concurrent License** - provides access to Services throughout the Term by all Authorized Users based on the number of simultaneous licenses purchased. Total number of users accessing product simultaneously cannot exceed total quantity of licenses purchased.

b) **Reusable License** - provides access to Services throughout the Term by all Authorized Users based on the number of semester course enrollments purchased. Once a course enrollment is disabled or completed, the enrollment license can be reused for that student or another student throughout the contract period.

c) **Single User** - available to a single User identified by name and designated as the sole student user of the specific license throughout the Term. Licenses cannot be transferred to another user.

d) **Site License** - provides access to Services throughout the Term by all Authorized Users located at the specific physical site identified on the Price Quote. Must be a traditional brick and mortar educational institution that provides educational services to students at a common physical location. Not available for virtual schools.

e) **Virtual School** - Customer that is (a) a private school where students do not regularly meet physically for learning but where there is a teacher of record available to students enrolled at the institution and much of the learning takes place over the internet with regular assistance or guidance from the teacher of record or (b) a private tutoring provider that makes available personal attention to each student enrolled in a program by faculty or tutoring provider and such services are the primary purpose of enrollment by students; or (c) a public program implemented by a school district where students do not regularly meet physically for learning but where there is a teacher of record available to students enrolled at the institution and much of the learning takes place over the Internet with regular assistance or guidance from the teacher of record; and (d) with respect to (a), (b), and (c), a Virtual School is not a school that sells licenses or access to educational software on a standalone basis or sells licenses or access to educational software to students not actively enrolled in and participating in learning services provided by the private school or tutoring provider.

3.2   Restrictions. Customer agrees that it will not, nor will Customer cause or permit any Authorized User or other party to: (a) allow any third party to access the Services or Documentation, except as expressly allowed herein; (b) modify, adapt, alter or translate the Services or Documentation; (c) sublicense, lease, rent, sell, resell, loan, distribute, transfer or otherwise allow the use of the Services or Documentation for the benefit of any third party; (d) reverse engineer, decompile, disassemble, or otherwise derive or determine or attempt to derive or determine the source code (or the underlying ideas, algorithms, structure or organization) of the Services, except as permitted by law; (e) create derivative works based on the Services or Documentation; (f) use the Services to store or transmit infringing, unsolicited marketing emails, libelous, or otherwise objectionable, unlawful or tortious material, or to store or transmit material in violation of third-party rights; (g) interfere with or disrupt the integrity or performance of the Services; or (g) access the Services to build a competitive service or product, or copy any feature, function or graphic for competitive purposes.

3.3   Ownership. Except for the licenses granted by Company under this Agreement, as between Company and Customer, Company owns all right, title and interest (including, but not limited to, all copyright, patent, trademark and trade secret rights) in and to the Services and Documentation.

3.4   Open Source Software. Certain items of software used in the Services are subject to "open source" or "free software" licenses (**"**Open Source Software**"**). Some of the Open Source Software is owned by third parties. The Open Source Software is not subject to the terms and conditions of Sections 3.1, 3.2, or 10. Instead, each item of Open Source Software is licensed under the terms of the end-user license that accompanies such Open Source Software. Nothing in this Agreement limits Customer's rights under, or grants Customer rights that supersede, the terms and conditions of any applicable end user license for the Open Source Software. If and to the extent required by any license for particular Open Source Software, Company makes such Open Source Software and Company modifications to that Open Source Software, available by written request at the notice address specified on the Price Quote for Services.

4.   FEES. Company shall invoice Customer for fees on the schedule set forth on the Price Quote for Services ("Fees") and the amounts set forth in such invoices shall be due from Customer net thirty (30)

days of receipt. Non-payment or late payment of undisputed fees is a material breach of this Agreement. Company may terminate the Agreement and/or terminate or suspend Customer's access to Services within ten (10) days after Customer receipt of a notice of non-payment of amounts owed under that Price Quote for Services. Company may change the amount of the Fees for any upcoming Renewal Term, provided that Company provides Customer with written notice of such change at least sixty (60) days prior to the first day of such Renewal Term. All taxes and other governmental charges (except for income taxes), if any, imposed on Customer payments hereunder shall be deemed to be in addition to the Fees charged, and borne solely by Customer except to the extent that Customer provides Company with a valid tax exemption certificate authorized by the appropriate taxing authority.

5.   **FUNDING-OUT CLAUSE.** If Customer is a governmental entity receiving federal, state or local funds, Customer's payment obligation may be conditioned upon the availability of funds that are appropriated or allocated by the applicable government agency. If funds are not allocated, Customer may terminate this Agreement at the end of the period for which funds are available. Customer must notify Company in writing at least thirty (30) calendar days before termination. Upon termination, Company will be entitled to a pro-rata portion of the fees for Service performed up to the date of termination.

6.   **CUSTOMER CONTENT AND RESPONSIBILITIES**

6.1   License; Ownership. Customer hereby grants Company a non-exclusive, worldwide, royalty-free, fully paid and transferable license (a) to use the Customer Content as necessary solely or the purposes of providing the Services under this Agreement; and (b) to use Customer's trademarks, service marks, and logos as required to provide the Services (but not for use with an audience beyond that of Authorized Users). As between the parties, Customer owns all right, title and interest in the Customer Content.

6.2   Customer Warranty. Customer represents and warrants that (a) prior to using the Services in connection with any Authorized User, Customer shall have obtained any necessary consent to contact such Authorized User via the Services in such form as required to comply with applicable law; (b) that its use of the Services will otherwise comply with all applicable laws; and (c) the Customer Content shall not (i) infringe any copyright, trademark, or patent right; (ii) misappropriate any trade secret; (iii) be deceptive, libelous, obscene, pornographic or unlawful; (iv) contain any viruses, worms or other malicious computer programming codes intended to damage Company's system or data; or (v) otherwise violate any privacy or other right of any third party.

6.3   Authorized User Access. Customer may permit any Authorized Users to access and use the features and functions of the Services as contemplated by this Agreement. Each Authorized user must be granted a unique User ID. User IDs cannot be shared or used by more than one Authorized User at a time. Customer is solely responsible for maintaining the confidentiality of Access Protocols and Company will not be liable for any activities undertaken by anyone using Customer's Access Protocols. Customer will immediately notify Company of any unauthorized use of its Access Protocols or any other breach of security relating to the Services known to Customer.

6.4   Customer Responsibility for Access, Content and Security. Except to the extent expressly specified on the Price Quote for Services, Company is not obligated to back up any Customer Content; the Customer is solely responsible for creating backup copies of any Customer Content at Customer's sole cost and expense. Customer shall have the sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Content. Customer must maintain the Supported Environment (if any) described in the Price Quote for Services.

7. WARRANTIES AND DISCLAIMERS

7.1   Limited Warranty. Company warrants that it will make commercially reasonable efforts to maintain the online availability of the Services. CUSTOMER'S EXCLUSIVE REMEDY AND COMPANY'S ENTIRE LIABILITY UNDER THIS WARRANTY WILL BE FOR COMPANY TO REPAIR THE NON-CONFORMING SERVICE, OR IF COMPANY CANNOT MAKE SUCH REPAIR WITHIN A REASONABLE PERIOD OF TIME, THEN COMPANY MAY TERMINATE ACCESS TO THE SERVICES AND REFUND A PORTION OF THE FEE.

7.2   Disclaimer. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 7.1, THE DOCUMENTATION, AND SERVICES ARE PROVIDED "AS IS," AND COMPANY MAKES NO (AND HEREBY DISCLAIMS ALL) OTHER REPRESENTATIONS AND WARRANTIES, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NONINFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. COMPANY DOES NOT WARRANT THAT ALL ERRORS CAN BE CORRECTED, OR THAT OPERATION OF THE SERVICES SHALL BE UNINTERRUPTED OR ERROR-FREE. SOME STATES AND JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO CUSTOMER.

8. LIMITATION OF LIABILITY.
EXCLUDING EACH PARTY'S INDEMNIFICATION OBLIGATIONS SET FORTH HEREIN IN RESPECT OF THIRD-PARTY CLAIMS, (A) IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, OR OTHER INDIRECT DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR LOST DATA) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ITS PERFORMANCE HEREUNDER AND (B) IN NO EVENT SHALL EITHER PARTY'S LIABILITY TO THE OTHER AS A RESULT OF ANY CLAIM ARISING UNDER THIS AGREEMENT, REGARDLESS OF WHETHER SUCH CLAIM IS BASED ON BREACH OF CONTRACT, TORT, STRICT LIABILITY, OR ANY OTHER THEORY OF LIABILITY, EXCEED THE AMOUNT PAID BY CUSTOMER UNDER THIS AGREEMENT FOR THE APPLICABLE SERVICES GIVING RISE TO SUCH LIABILITY IN THE TWELVE (12) MONTHS PRIOR TO THE OCCURRENCE OF THE ACT OR OMISSION GIVING RISE TO SUCH CLAIM. SOME STATES AND JURISDICTIONS DO NOT ALLOW FOR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION AND EXCLUSION MAY NOT APPLY TO CUSTOMER.

9. CONFIDENTIALITY; PRIVACY

9.1   Confidentiality. During the Term, each party ("Disclosing Party") may provide the other party ("Receiving Party") with Confidential Information. The Receiving Party agrees that it will not use or disclose to any third party any Confidential Information of the Disclosing Party, except as expressly permitted under this Agreement. The Receiving Party will limit access to the Disclosing Party's Confidential Information to Authorized Users (with respect to Customer as Receiving Party) or to those employees who have a need to know such Confidential Information to perform the Receiving Party's obligations or exercise the Receiving Party's rights under this Agreement, and who have been informed of the confidential nature of such information. In addition, the Receiving Party will protect the Disclosing Party's Confidential Information from unauthorized use, access, or disclosure in the same manner that it protects its own proprietary information of a similar nature, but in no event with less than reasonable care. At the Disclosing Party's request or upon the expiration or termination of this Agreement, the Receiving Party will return to the Disclosing Party or destroy (or permanently erase in the case of electronic files) all copies of the Confidential Information that the Receiving Party does not have a continuing right to use under this Agreement, and the Receiving Party shall provide to the Disclosing Party a written affidavit certifying compliance with this sentence.

9.2   Privacy. Company will comply with, and will cause each of its employees, agents, and contractors to comply with, all state, federal and municipal laws and regulations ("Applicable Laws") applicable to its performance under this Agreement, including without limitation the Family Educational Rights and Privacy Act and the Children's Online Privacy Protection Act. Company's Privacy Policy (as may be updated by Company from time to time), which is incorporated by reference into these terms and conditions, contains

additional terms regarding Company's use of Confidential Student Information. Customers and Authorized Users may view Company's privacy policy at https://www.imaginelearning.com/privacy ("Privacy Policy"). Customer is responsible for providing notice of its own privacy policy to parents of its students and is solely responsible for obtaining any necessary parental consents for students to use the Services.

9.3   Data Security. Company agrees that it will store and process Confidential Information, including Confidential Student Information, in accordance with customary industry standards. Company shall implement and maintain commercially reasonable administrative, technical and physical security measures designed to protect Confidential Information from unauthorized access, disclosure and use. Company will conduct periodic risk assessments and remediate identified material security vulnerabilities in a commercially reasonable manner. Company will have a written data breach response plan and will take commercially reasonable steps to notify the Customer once it becomes aware of a data breach known to involve, or likely involving, Customer Confidential Information. Company will cooperate with the Customer to comply with any applicable data breach notification laws.

9.4   Aggregated and De-Identified Data. Company may use aggregated data and De-Identified Data for product development, research, marketing, and other purposes as set forth in the Company's Privacy Policy.

9.5   Confidential Student Information Return and Destruction. Upon termination or expiration of this Agreement or thereafter, at the Customer's written request, Company shall, in a reasonable period of time, return all Confidential Student Information to Customer or shall destroy such Confidential Student Information that Company knows it possesses to the extent that destruction is reasonably practicable. Company shall not be required to return or destroy aggregated data or De-Identified Data. Customer acknowledges that some data may remain in archive or other files following Company's commercially reasonable attempt to return or destroy Confidential Student Information. Company may transfer Confidential Student Information and De-Identified Data or aggregated data to its successor pursuant to a merger, consolidation or sale of substantially all of its assets pursuant to Section 13 of this Agreement.

10. INDEMNIFICATION

10.1   By COMPANY. Company shall indemnify, defend and hold harmless Customer against any third-party claims that the use of the Services as permitted hereunder infringes any copyright, US patent or other intellectual property right of a third party, and Company shall pay any losses, damages, costs, liabilities and expenses (including, but not limited to, reasonable attorneys' fees) finally awarded by a court to such third party or otherwise agreed to in settlement of such claim by Company. If any portion of the Services becomes, or in Company's opinion is likely to become, the subject of a claim of infringement, Company may, at Company's option, and as Customer's sole and exclusive remedy therefor: (a) procure for Customer the right to continue using the Services; (b) replace the Services with non-infringing software or services which do not materially impair the functionality of the Services; (c) modify the Services so that the Services become non-infringing; or (d) terminate this Agreement and refund any fees paid by Customer to Company for the remainder of the term then in effect, and upon such termination, Customer will immediately cease all use of the Documentation and Services. Notwithstanding the foregoing, Company shall have no obligation under this Section 10.1 or otherwise with respect to any third-party claim based upon (i) any use of the Services not in accordance with this Agreement or as specified in the Documentation; (ii) any use of the Services in combination with other products, equipment, software or data not supplied by Company; or (iii) any modification of the Services by any person other than Company or its authorized agents. This Section 10.1 states the sole and exclusive remedy of Customer and the entire liability of Company, and any of the officers, directors, employees, shareholders, contractors or representatives of Company, for claims and actions described in this Section 10.1.

10.2   By Customer. To the maximum extent allowed by applicable law, Customer shall indemnify defend and hold harmless Company against any third-party claims arising out of (a) any failure by Customer or any Authorized User to comply with applicable laws, rules and regulations (including those promulgated by U.S. federal or state regulatory authorities) in connection with its activities hereunder, including without limitation

its provision and Company's authorized use of Customer Content (possibly including student information) hereunder or failure to obtain required consent from any Authorized User or other end users, (b) Customer's unauthorized use of Services hereunder and/or (c) Customer's breach or alleged breach of any of its covenants, representations or warranties hereunder, and Customer shall pay any losses, damages, costs, liabilities and expenses (including, but not limited to, reasonable attorneys' fees) finally awarded by a court to such third party or otherwise agreed to in settlement of such claim by Customer. This Section 10.2 states the sole and exclusive remedy of Company and the entire liability of Customer, and any of the officers, directors, employees, shareholders, contractors or representatives of Customer, for the claims and actions described in this Section 10.2.

10.3   Procedure. The indemnifying party's obligations as set forth above are expressly conditioned upon each of the foregoing: (a) the indemnified party shall promptly notify the indemnifying party in writing of any threatened or actual claim or suit, provided, however, that failure to give prompt notice will not relieve the indemnifying party of any liability hereunder (except to the extent the indemnifying party has suffered actual material prejudice by such failure); (b) the indemnifying party shall have sole control of the defense or settlement of any claim or suit; and (c) the indemnified party shall (at the indemnifying party's expense) reasonably cooperate with the indemnifying party to facilitate the settlement or defense of any claim or suit.

11. TERM AND TERMINATION

11.1   Term. This Agreement shall be for the term (the "Initial Term") of any Services purchased pursuant to a Price Quote for Services and shall thereafter renew for one (1) year terms (each a "Renewal Term") upon the mutual written consent of the parties prior to the expiration of the then-current term. The Initial Term and the Renewal Terms (if any) are, collectively, the "Term." Customer only has the right to use the Services during the Term.

11.2   Termination. Either party may terminate this Agreement immediately upon written notice to the other party if the other party materially breaches this Agreement and fails to cure such breach within thirty (30) days after its receipt of written notice of such breach.

11.3   Effect of Termination. Immediately upon termination of this Agreement, (a) the licenses granted to either party shall immediately terminate; and (b) Company shall cease to make available and Customer shall cease to use the Services. Termination shall not relieve Customer's obligation to pay all charges accrued through the effective date of termination. Sections 3.3, 6.4, 7, 8, 9, 10, 11.3, 12 and 13 will survive the expiration or termination of this Agreement.

12.   GOVERNING LAW AND VENUE If Customer is a public school or district or other state or municipal governmental agency (a "Public School"), this Agreement and any action related thereto will be governed and interpreted by and under the laws of the state where the Customer resides, excluding any conflict of law principles. Otherwise, this Agreement will be governed by the laws of the state of Arizona. Each party expressly waives any objection that it may have based on improper venue or forum non-conveniens to the conduct of any such suit or action in any state or federal court located in the state where the Customer resides, if Customer is a Public School. If Customer is not a Public School, such venue shall be state or federal court located in Phoenix, Arizona. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. Customer shall always comply with all international and domestic laws, ordinances, regulations, and statutes that are applicable to its use of the Services hereunder.

13. MISCELLANEOUS.

13.1   Press Releases. If requested by Company, Customer agrees to cooperate in good faith with Company on a press release following execution of this Agreement and agrees to allow Company to list (using Customer's name and/or Customer's logo, as determined by Company) Customer as a customer on Company's website or in documentation to be shared electronically or in print.

13.2   Independent Contractors. The parties are independent contractors and nothing in this Agreement shall be deemed to create the relationship of partners, joint venturers, employer-employee, master-servant, or franchisor-franchisee between the parties. Neither party is, or will hold itself out to be, an agent of the other party. Neither party is authorized to enter into any contractual commitment on behalf of the other party.

13.3   No Additional Terms and Order of Precedence. These Terms and Conditions, together with the attached Price Quote for Services(s), contain the entire agreement of the parties and supersedes any prior or present understanding or communications regarding its subject matter, and may only be amended in a writing signed by both parties. In the event of a conflict between the terms in the Price Quote for Services and the Agreement, the terms contained in this Agreement shall control unless otherwise expressly stated in the Price Quote for Services.

13.4   Severability. In the event any provision of this Agreement is held by a court of law or other governmental agency to be void or unenforceable, such provision shall be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law, and the remaining provisions shall remain in full force and effect.

13.5   Assignment. Neither party shall assign this Agreement without the other party's prior written consent, which shall not be unreasonably withheld. Notwithstanding the foregoing, either party may assign this Agreement to its successor pursuant to a merger, consolidation or sale of substantially all of its business or assets related to this Agreement. This Agreement shall be binding upon and inure to the benefit of the parties and their successors and permitted assigns.

13.6   Force Majeure. Neither party shall be deemed to be in breach of this Agreement for any failure or delay in performance (other than payment of Fees due hereunder) caused by reasons beyond its reasonable control, including, but not limited to, acts of God, pandemics, epidemics, war, terrorism, strikes, failure of suppliers, fires, floods or earthquakes.

13.7   Export. The use of the Services is subject to U.S. export control laws and may be subject to similar regulations in other countries. Customer agrees to comply with all such laws.

13.8   Notice. Any notice given under this Agreement shall be in writing and shall be sent via priority mail by a nationally recognized express delivery service addressed to the address and the signatory set forth in the Price Quote for Services set forth above. Such notice shall also be sent via email to the email address set forth in the Price Quote for Services set forth above.

13.9   No Third Party Beneficiary. There are no third-party beneficiaries to this Agreement.

13.10   Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and both of which shall be taken together and deemed one instrument.

   IN WITNESS WHEREOF, the Parties have entered into this Agreement effective as of the Effective Date.

Customer:	**IMAGINE LEARNING LLC**
Signature:	Signature:
Printed Name:	Printed Name:
Title:	Title:
Date:	Date:
Address:	Address: 8860 East Chaparral Road, Suite 100 Scottsdale, AZ 85250

Addendum for Instructional Services and Professional Development

1. **APPLICABILITY.** These additional terms and conditions apply if the Quote includes the purchase of Instructional Services or Professional Development Services from Imagine Learning LLC and its affiliates and subsidiaries ("Company"). In the event of a conflict between these additional terms and the Company's Terms and Conditions of Company Services, these additional terms shall control, but solely with respect to the provision of Instructional and/or Professional Development Services. Capitalized terms used, but not defined, in this addendum have the meanings set forth in the Term and Conditions of Company Services.

2. **CUSTOMER LIAISON.** Customer will designate an individual to serve as its primary liaison to Company for all communications related to the provision of Instructional and Professional Development Services, setting up access for End Users, and use of the Services.

3. **HOURS OF AVAILABILITY**. Company Instructional and Professional Development Services will be available during the business hours specified by Company, or if Customer requires Instructional Services for certain times or additional hours, such requirements must be specified in the Quote prior to the beginning of the term of Customer's purchase of Services. Requests for access to Instructional or Professional Development Services not already provided for in the Quote must be made or approved by the Customer Liaison, and may result in additional charges.

4. **NO GUARANTY OF OUTCOMES**. Company cannot make any guarantees, representations or warranties as to any student, teacher, or other End User outcomes or results from the Instructional or Professional Development Services.

5. **INSTRUCTIONAL SERVICES.** If specified in the Quote, Company will provide virtual access to teachers or coaches (or both) ("Company Instructors") who are hired, trained, supervised, and paid by Company, and who will assist in the virtual delivery of the Licensed Material to students and their use of the Services (the "Virtual Programs"). Customer is responsible for (a) providing secure internet access for End Users to use the Virtual Programs; (b) all day-to-day management of the Virtual Programs, subject in all cases to compliance with Applicable Law and Customer policies; (c) obtaining all necessary consents for the provision of Instructional Services where they will involve direct contact between Company Instructors and students and parents; (d) determining appropriate student courses and verifying student schedules; (e) monitoring student attendance and ensuring compliance with applicable state requirements; and (f) assisting students not making adequate progress.

   a. **Instructor Requirements**. Customer shall be responsible for advising Company of any special certification, training, background checks, insurance, fingerprinting or similar requirements for the Company Instructors as may be imposed by Applicable Law ("Instructor Requirements"). Company shall be solely responsible for all decisions regarding hiring, supervision, discipline, and dismissal of Company Instructors, and for ensuring that all Company Instructors meet and comply with Instructor Requirements.

   b. **Exceptional Student Services**. If Customer is a public entity receiving federal funds, Customer is considered the "Local Educational Agency," or LEA, as that term is defined by Applicable Law, and Customer is solely responsible for the provision of any special education services. Company's services do not include (i) providing special education services; (ii) creating, implementing or providing Individualized Education Programs ("IEP"); (iii) providing reasonable accommodations or any services to insure compliance with the Individuals with Disabilities Education Act (IDEA), the Americans with Disabilities Act (ADA), section 504 of the Rehabilitation Act, or any other Applicable Law. Notwithstanding the foregoing, Company will discuss, formulate and make reasonable adjustments and accommodations in furtherance of student IEPs or reasonable accommodations established by Customer, provided that Customer provides necessary IEPs and section 504 documentation to Company. Customer shall be solely responsible for the costs of any required adjustments or accommodations.

c. **State Testing.** Customer is responsible for providing appropriate accommodations for the administration of any state-mandated standardized testing by End Users. Customer is also responsible for receiving, distributing, administering, proctoring and returning all state mandated standardized tests under applicable state law, policies and procedures.

d. **Reporting and Withdrawal of Students/End Users**. Where reporting of student results is required by Applicable Law, Customer shall be responsible for ensuring the accuracy and completeness of student information used, relied upon, or reported by Company in providing the Instructional Services, and shall promptly notify Company if any student information needs to be corrected or updated. Upon notice to Customer, Company reserves the right to withdraw End User access for students who fail to take required tests or maintain adequate progress.

6. **PROFESSIONAL DEVELOPMENT SERVICES.** If included in the Quote, Company may also provide Professional Development Services, ("PD Services") which may include training and instruction to Customer's instructors and administrators on the implementation and use of the Services, curriculum workshops, use of student information to monitor progress, and other related topics as may be specified in the Quote. Customer shall be solely responsible for providing necessary equipment and secure internet access to facilitate the PD Services, and for scheduling the PD Services at least two (2) weeks in advance.

   a. **Charges for PD Services.** Before delivering Professional Development Services, Company must receive a signed Quote specifying the number of hours included and the cost of the services provided, and all necessary setup and implementation services required to demonstrate and use the Services must be completed. Professional Development Services will be available for use by Customer only during the Term of the Subscription.

   b. **Use of Customer's Facilities.** If Company will be providing any PD Services at Customer's premises, Customer shall advise Company in advance of any Instructor Requirements for Company personnel, and Company will be responsible for insuring that all Professional Development personnel meet and comply with all such requirements.

   c. **Forfeiture & Cancellation of PD Services.** Professional Development services purchased but not scheduled and delivered within the first year of the Term may be forfeited without notice. Customer agrees to reimburse Company for travel and other out-of-pocket expenses incurred if Professional Development services are changed or cancelled less than 48 hours prior to the scheduled delivery date. Company reserves time exclusively for the Customer once Professional Development services have been scheduled. If Customer is a no-show or cancels scheduled Professional Development services in less than 48 hours before the scheduled delivery date, Customer may be charged for the scheduled services. The Parties must document in writing and sign any and all grace periods or extension of time for delivery of Professional Development Services.

7. **NO UNAUTHORIZED RECORDING OR REPRODUCTION.** All content delivered by Company as part of Instructional or PD Services are the property of Company, and customer may not record, reproduce or copy such content without Company's express written authorization.