SECOND AMENDMENT TO SOFTWARE SERVICES AGREEMENT BETWEEN RENAISSANCE LEARNING, INC AND POUDRE SCHOOL DISTRICT R-1

This Second Amendment ("Second Amendment") dated the 19th day of July 2021, is attached to and forms part of the Software Services Agreement between Poudre School District R-1 (the "District") and Renaissance Learning, Inc. (the "Contractor") executed August 5, 2019 and the First Amendment to the Agreement executed July 22, 2020 ("Agreement"), both of which are attached and made part of this Second Amendment. To the extent that any of the terms or conditions contained in this Second Amendment may conflict with any of the terms or conditions of the attached Agreement, it is expressly understood and agreed that the terms of this Second Amendment shall take precedence and supersede the attached Agreement. The parties agree to amend the Contract by adding the following language:

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

2. **Term of Agreement.**

2.1. At the conclusion of the term dated August 31, 2021, as outlined in section 1.1 of the Amendment, the District and Contractor elect to extend the term of the Agreement beginning on September 1, 2021 through August 31, 2022.

3. **Amended Responsibilities.**

3.1. Exhibit B is deleted hereby in its entirety.

3.2. Replace Exhibit B with Contractor's 2021-22 Quote # 2568428, hereby attached to this Second Amendment and made part of this agreement.

3.3. The total cost for the added Services on the attached Exhibit B is Sixty-Nine Thousand, Three Hundred and Sixty-Five Dollars and Forty-Four Cents ($69,365.44), due and payable by the District thirty (30) days after receipt of Contractor's invoice.

3.4. Within section 10.6, delete the language which has a strikethrough and replace with the following language which is underlined:

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

~~with certificates of the required insurance prior to the District's approval and signing of this Agreement, and with renewal certificates prior to the expiration of any required insurance that expires during the term of this Agreement. Certificates of Insurance and all communication regarding insurance shall be sent to:~~

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

~~Any insurance and/or self-insurance carried by the District is excess of the coverage extended to the District by Contractor. Contractor shall provide at least thirty (30) days' advance written notice to the District prior to cancellation, change of coverage, or non-renewal. The insurance requirements specified in this section 10.6, shall not reduce the indemnification liability that Contractor has assumed in section 10.7.~~

~~Commercial General Liability~~

~~a.~~	~~Each Occurrence Bodily Injury & Property Damage~~	~~$1,000,000~~
~~b.~~	~~General Aggregate~~	~~$2,000,000~~
~~c.~~	~~Products/Completed Operations Aggregate~~	~~$1,000,000~~
~~d.~~	~~Personal/Advertising Injury~~	~~$1,000,000~~

~~e. Coverage must be written on an "occurrence" basis~~

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

~~Technology Errors & Omissions Liability including Network Security and Privacy Liability~~

~~Minimum Limits~~

~~a.~~	~~Per Loss~~	~~$1,000,000~~
~~b.~~	~~Aggregate Limit~~	~~$1,000,000~~

~~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.~~

~~d. The policy shall provide a waiver of subrogation in favor of Poudre School District R-1.~~

~~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.~~

~~Crime Coverage~~

~~Minimum Limits~~

~~a. Per Loss $1,000,000~~

~~The policy shall include:~~

~~a. Coverage for all directors, officers, agents, and employees of the Contractor.~~

~~b. Employee dishonesty, forgery and alteration, monies and securities, and computer cyber-crime.~~

~~c. Extended theft and mysterious disappearance.~~

~~d. The policy shall not contain a condition requiring an arrest and conviction.~~

~~Policy must be endorsed to cover Third Party Fidelity and include Poudre School District R-1 as a Loss Payee.~~

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 Provider with limits and or coverages that do not meet the requirements does not waive the requirements and the Provider 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. Provider 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: risk@psdschools.org

Any insurance and/or self-insurance carried by the District is excess of the coverage extended to the District by Provider. Provider shall provide at least thirty (30) days' advance written notice to the District prior to cancellation, change of coverage, or non-renewal. The insurance requirements specified in this section 10.6 shall not reduce the indemnification liability that Provider has assumed in section 10.7.

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

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

Minimum Limits

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

The insurance shall provide coverage for:

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

4. **Special Provisions.**

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

5. **General Provisions.**

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

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

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

RENAISSANCE LEARNING, INC.

By: Debra C. Schoenick
Debra Schoenick
Vice President of Strategic Support

POUDRE SCHOOL DISTRICT R-1

By: R David Montoya
R. David Montoya
Executive Director of Finance

By: Dr. Traci Gile
Traci Gile, Ph.D.
Assistant Superintendent of
Elementary Schools

Exhibit B

RENAISSANCE®

Quote
2568428

PO Box 8036, Wisconsin Rapids, WI 54495-8036
Phone: (800) 338-4204 | Fax: (877) 280-7642
Federal I.D. 39-1559474
www.renaissance.com

Poudre School District - 246370
2407 Laporte Ave
Fort Collins, CO 80521-2211
Contact: Tracy Stibitz - (970) 482-7420
Email: tstibitz@psdschools.org

Reference ID: 485904

Quote Summary	
School Count: 18	
Renaissance Products & Services Total	$71,424.05
Applied Discounts	$(2,058.61)
Shipping and Processing	$0.00
Sales Tax	$0.00
Grand Total	**USD $69,365.44**

This quote includes: Renaissance Accelerated Reader, Renaissance Star 360, Renaissance Star Early Literacy, Renaissance Star Math and Renaissance Star Reading.

To receive applicable discounts, all orders included on this quote must be received at the same time.

By signing below, you

- agree that this Quote, any other quotes issued to you during the Subscription Period and your use of the Applications, the Hosting Services and Services are subject to the Renaissance Terms of Service and License located at https://doc.renlearn.com/KMNet/R003981304GH3CB5.pdf which are incorporated herein by reference;
- consent to the Terms of Service and License; and
- consent to the collection, use, and disclosure of the personal information of children under the age of 13 as discussed in the applicable Application Privacy Policy located at https://www.renaissance.com/privacy-policy/.

To accept this offer and place an order, please sign and return this Quote.

Renaissance will issue an invoice pursuant to this Quote on the Invoice Date you specify below. If no Invoice Date is listed, Renaissance will issue an invoice within 30 days from the date of this Quote. If your organization requires a purchase order prior to invoicing, please check the box below and issue your purchase order to the Renaissance address below no later than 15 days prior to the Invoice Date. Payment is due net 30 days from the Invoice Date.

Please check here if your organization requires a purchase order prior to invoicing: [ ]

Renaissance Learning, Inc.	Poudre School District - 246370
Ted Wolf	By:
Name: Ted Wolf	Name:
Title: VP - Corporate Controller	Title:
Date: 05/07/2021	Date:
	Invoice Date:

Email: electronicorders@renaissance.com

If your billing address is different from the address at the top of this Quote, please add that billing address below.

Bill To:

If changes are necessary, or additional information is required, please contact your account executive Sher Kerschen at (866)391-5131, Thank You.

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This quote is valid until 06/15/2021. All quotes and orders are subject to availability of merchandise. Professional development expires one year from purchase date. Alterations to this quote will not be honored without Renaissance approval. Please note: Any pricing or discount indicated is subject to change with alterations to the quote. Tax has been estimated and is subject to change without notice. Unless you provide Renaissance with a valid and correct tax exemption certificate applicable to your purchase of product and the product ship-to location, you are responsible for sales and other taxes associated with this order.

United States government and agency transactions into Arizona: The Tax or AZ-TPT item(s) listed on this quote and subsequent invoice(s) is a charge to recover the cost of the Arizona Transaction Privilege Tax ('TPT'). The incidence of the TPT is on Renaissance Learning for the privilege of conducting business in the State of Arizona. Since the tax is not directly imposed on the United States, the constitutional immunity of the United States does not apply.

Hawaii residents only: Orders shipped to Hawaii residents will be subject to the 4.166% (4.712% O'ahu Is.) Hawaii General Excise tax. United States government and agency transactions into Hawaii: The Tax or General Excise Tax item(s) listed on this quote and subsequent invoice(s) is a charge to recover the cost of the Hawaii General Excise Tax. The incidence of the General Excise Tax is on Renaissance Learning for the privilege of conducting business in the State of Hawaii. Since the tax is not directly imposed on the United States, the constitutional immunity of the United States does not apply.

New Mexico residents only: Orders shipped to New Mexico residents will be subject to the 5.125% (Location Code: 88-888) Gross Receipts tax. United States government and agency transactions into New Mexico: The Tax or Gross Receipts Tax item(s) listed on this quote and subsequent invoice(s) is a charge to recover the cost of the New Mexico Gross Receipts Tax. The incidence of the Gross Receipts Tax is on Renaissance Learning for the privilege of conducting business in the State of New Mexico. Since the tax is not directly imposed on the United States, the constitutional immunity of the United States does not apply.

Students can become their most amazing selves — only when teachers truly shine. Renaissance amplifies teachers' effectiveness in the classroom — transforming data into actionable insights to improve learning outcomes. Remember, we're here to ensure your successful implementation. Please allow 30-90 days for installation and set-up.

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Quote Details

Beattie Elementary School - 246450

Products & Services	Subscription Period	Quantity	Unit Price	Discount	Total
Applications					
Accelerated Reader Subscription	09/01/2021 - 08/31/2022	175	$7.35	$(50.75)	$1,235.50
Star Reading Subscription	09/01/2021 - 08/31/2022	175	$5.10	$(35.00)	$857.50
Platform Services					
Annual All Product Renaissance Platform	09/01/2021 - 08/31/2022	1	$750.00	$0.00	$750.00
Professional Services					
Renaissance Smart Start Product Training (included with purchase)		1	$0.00	$0.00	$0.00
			Beattie Elementary School Total	**$(85.75)**	**$2,843.00**

Bennett IB World Elementary School - 246344

Products & Services	Subscription Period	Quantity	Unit Price	Discount	Total
Applications					
Accelerated Reader Subscription	09/01/2021 - 08/31/2022	100	$7.35	$(29.00)	$706.00
Star Early Literacy Subscription	09/01/2021 - 08/31/2022	100	$5.10	$0.00	$510.00
Star Math Subscription	09/01/2021 - 08/31/2022	125	$5.10	$(25.00)	$612.50
Star Reading Subscription	09/01/2021 - 08/31/2022	125	$5.10	$(25.00)	$612.50
Platform Services					
Annual All Product Renaissance Platform	09/01/2021 - 08/31/2022	1	$750.00	$0.00	$750.00
Professional Services					
Renaissance Smart Start Product Training (included with purchase)		1	$0.00	$0.00	$0.00
			Bennett IB World Elementary School Total	**$(79.00)**	**$3,191.00**

Cache La Poudre Elem School - 704625

Products & Services	Subscription Period	Quantity	Unit Price	Discount	Total
Applications					
Accelerated Reader Subscription	09/01/2021 - 08/31/2022	240	$7.35	$(69.60)	$1,694.40
Star Math Subscription	09/01/2021 - 08/31/2022	240	$5.10	$(48.00)	$1,176.00
Star Reading Subscription	09/01/2021 - 08/31/2022	240	$5.10	$(48.00)	$1,176.00
Platform Services					

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Annual All Product Renaissance Platform	09/01/2021 - 08/31/2022	1	$750.00	$0.00	$750.00
Professional Services					
Renaissance Smart Start Product Training (included with purchase)		1	$0.00	$0.00	$0.00
Cache La Poudre Elem School Total				**$(165.60)**	**$4,796.40**

Cache La Poudre Middle School - 246488					
Products & Services	**Subscription Period**	**Quantity**	**Unit Price**	**Discount**	**Total**
Applications					
Accelerated Reader Subscription	09/01/2021 - 08/31/2022	310	$7.35	$(89.90)	$2,188.60
Platform Services					
Annual All Product Renaissance Platform	09/01/2021 - 08/31/2022	1	$750.00	$0.00	$750.00
Professional Services					
Renaissance Smart Start Product Training (included with purchase)		1	$0.00	$0.00	$0.00
Cache La Poudre Middle School Total				**$(89.90)**	**$2,938.60**

Johnson Elementary School - 246456					
Products & Services	**Subscription Period**	**Quantity**	**Unit Price**	**Discount**	**Total**
Applications					
Accelerated Reader Subscription	09/01/2021 - 08/31/2022	96	$7.35	$(27.84)	$677.76
Star Reading Subscription	09/01/2021 - 08/31/2022	239	$5.10	$(47.80)	$1,171.10
Platform Services					
Annual All Product Renaissance Platform	09/01/2021 - 08/31/2022	1	$750.00	$0.00	$750.00
Professional Services					
Renaissance Smart Start Product Training (included with purchase)		1	$0.00	$0.00	$0.00
Johnson Elementary School Total				**$(75.64)**	**$2,598.86**

Kruse Elementary School - 246429					
Products & Services	**Subscription Period**	**Quantity**	**Unit Price**	**Discount**	**Total**
Applications					
Accelerated Reader Subscription	09/01/2021 - 08/31/2022	102	$7.35	$(29.58)	$720.12
Platform Services					
Annual All Product Renaissance Platform	09/01/2021 - 08/31/2022	1	$750.00	$0.00	$750.00
Professional Services					

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Renaissance Smart Start Product Training (included with purchase)		1	$0.00	$0.00	$0.00
Kruse Elementary School Total				**$(29.58)**	**$1,470.12**

Laurel Elementary School - 246383					
Products & Services	**Subscription Period**	**Quantity**	**Unit Price**	**Discount**	**Total**
Applications					
Accelerated Reader Subscription	09/01/2021 - 08/31/2022	300	$7.35	$(87.00)	$2,118.00
Star Math Subscription	09/01/2021 - 08/31/2022	300	$5.10	$(60.00)	$1,470.00
Star Reading Subscription	09/01/2021 - 08/31/2022	300	$5.10	$(60.00)	$1,470.00
Platform Services					
Annual All Product Renaissance Platform	09/01/2021 - 08/31/2022	1	$750.00	$0.00	$750.00
Professional Services					
Renaissance Smart Start Product Training (included with purchase)		1	$0.00	$0.00	$0.00
Laurel Elementary School Total				**$(207.00)**	**$5,808.00**

Linton Elementary School - 246428					
Products & Services	**Subscription Period**	**Quantity**	**Unit Price**	**Discount**	**Total**
Applications					
Star Math Subscription	09/01/2021 - 08/31/2022	235	$5.10	$(47.00)	$1,151.50
Star Reading Subscription	09/01/2021 - 08/31/2022	235	$5.10	$(47.00)	$1,151.50
Platform Services					
Annual All Product Renaissance Platform	09/01/2021 - 08/31/2022	1	$750.00	$0.00	$750.00
Professional Services					
Renaissance Smart Start Product Training (included with purchase)		1	$0.00	$0.00	$0.00
Linton Elementary School Total				**$(94.00)**	**$3,053.00**

McGraw Elementary School - 246462					
Products & Services	**Subscription Period**	**Quantity**	**Unit Price**	**Discount**	**Total**
Applications					
Accelerated Reader Subscription	09/01/2021 - 08/31/2022	270	$7.35	$(78.30)	$1,906.20
Star Early Literacy Subscription	09/01/2021 - 08/31/2022	125	$5.10	$0.00	$637.50
Star Math Subscription	09/01/2021 - 08/31/2022	115	$5.10	$(23.00)	$563.50

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Star Reading Subscription	09/01/2021 - 08/31/2022	270	$5.10	$(54.00)	$1,323.00
Platform Services					
Annual All Product Renaissance Platform	09/01/2021 - 08/31/2022	1	$750.00	$0.00	$750.00
Professional Services					
Renaissance Smart Start Product Training (included with purchase)		1	$0.00	$0.00	$0.00
McGraw Elementary School Total				**$(155.30)**	**$5,180.20**

Olander Elementary School - 246452					
Products & Services	**Subscription Period**	**Quantity**	**Unit Price**	**Discount**	**Total**
Applications					
Star Math Subscription	09/01/2021 - 08/31/2022	100	$5.10	$(20.00)	$490.00
Star Reading Subscription	09/01/2021 - 08/31/2022	100	$5.10	$(20.00)	$490.00
Platform Services					
Annual All Product Renaissance Platform	09/01/2021 - 08/31/2022	1	$750.00	$0.00	$750.00
Professional Services					
Renaissance Smart Start Product Training (included with purchase)		1	$0.00	$0.00	$0.00
Olander Elementary School Total				**$(40.00)**	**$1,730.00**

Red Feather Lakes Elementary School - 246578					
Products & Services	**Subscription Period**	**Quantity**	**Unit Price**	**Discount**	**Total**
Applications					
Accelerated Reader Subscription	09/01/2021 - 08/31/2022	36	$7.35	$(10.44)	$254.16
Star Reading Subscription	09/01/2021 - 08/31/2022	25	$5.10	$(5.00)	$122.50
Platform Services					
Annual All Product Renaissance Platform	09/01/2021 - 08/31/2022	1	$750.00	$0.00	$750.00
Professional Services					
Renaissance Smart Start Product Training (included with purchase)		1	$0.00	$0.00	$0.00
Red Feather Lakes Elementary School Total				**$(15.44)**	**$1,126.66**

Rice Elementary School - 2355731					
Products & Services	**Subscription Period**	**Quantity**	**Unit Price**	**Discount**	**Total**
Applications					
Accelerated Reader Subscription	09/01/2021 - 08/31/2022	150	$7.35	$(43.50)	$1,059.00

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Star Math Subscription	09/01/2021 - 08/31/2022	180	$5.10	$(36.00)	$882.00
Star Reading Subscription	09/01/2021 - 08/31/2022	220	$5.10	$(44.00)	$1,078.00
Platform Services					
Annual All Product Renaissance Platform	09/01/2021 - 08/31/2022	1	$750.00	$0.00	$750.00
Professional Services					
Renaissance Smart Start Product Training (included with purchase)		1	$0.00	$0.00	$0.00
		Rice Elementary School Total		**$(123.50)**	**$3,769.00**

Riffenburgh Elementary School - 246405					
Products & Services	**Subscription Period**	**Quantity**	**Unit Price**	**Discount**	**Total**
Applications					
Accelerated Reader Subscription	09/01/2021 - 08/31/2022	250	$7.35	$(72.50)	$1,765.00
Star Math Subscription	09/01/2021 - 08/31/2022	20	$5.10	$(4.00)	$98.00
Star Reading Subscription	09/01/2021 - 08/31/2022	350	$5.10	$(70.00)	$1,715.00
Platform Services					
Annual All Product Renaissance Platform	09/01/2021 - 08/31/2022	1	$750.00	$0.00	$750.00
Professional Services					
Renaissance Smart Start Product Training (included with purchase)		1	$0.00	$0.00	$0.00
		Riffenburgh Elementary School Total		**$(146.50)**	**$4,328.00**

Rocky Mountain High School - 246442					
Products & Services	**Subscription Period**	**Quantity**	**Unit Price**	**Discount**	**Total**
Applications					
Star 360 Subscription	09/01/2021 - 08/31/2022	175	$14.60	$0.00	$2,555.00
Platform Services					
Annual All Product Renaissance Platform	09/01/2021 - 08/31/2022	1	$750.00	$0.00	$750.00
Professional Services					
Renaissance Smart Start Product Training (included with purchase)		1	$0.00	$0.00	$0.00
		Rocky Mountain High School Total		**$0.00**	**$3,305.00**

Tavelli Elementary School - 246386					
Products & Services	**Subscription Period**	**Quantity**	**Unit Price**	**Discount**	**Total**
Applications					

RENAISSANCE®

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Accelerated Reader Subscription	09/01/2021 - 08/31/2022	285	$7.35	$(82.65)	$2,012.10
Star Early Literacy Subscription	09/01/2021 - 08/31/2022	190	$5.10	$0.00	$969.00
Star Math Subscription	09/01/2021 - 08/31/2022	440	$5.10	$(88.00)	$2,156.00
Star Reading Subscription	09/01/2021 - 08/31/2022	400	$5.10	$(80.00)	$1,960.00
Platform Services					
Annual All Product Renaissance Platform	09/01/2021 - 08/31/2022	1	$750.00	$0.00	$750.00
Professional Services					
Renaissance Smart Start Product Training (included with purchase)		1	$0.00	$0.00	$0.00
Tavelli Elementary School Total				**$(250.65)**	**$7,847.10**

Traut Core Knowledge Education Center - 246389					
Products & Services	**Subscription Period**	**Quantity**	**Unit Price**	**Discount**	**Total**
Applications					
Star Early Literacy Subscription	09/01/2021 - 08/31/2022	160	$5.10	$0.00	$816.00
Star Reading Subscription	09/01/2021 - 08/31/2022	400	$5.10	$(80.00)	$1,960.00
Platform Services					
Annual All Product Renaissance Platform	09/01/2021 - 08/31/2022	1	$750.00	$0.00	$750.00
Professional Services					
Renaissance Smart Start Product Training (included with purchase)		1	$0.00	$0.00	$0.00
Traut Core Knowledge Education Center Total				**$(80.00)**	**$3,526.00**

Werner Elementary School - 246435					
Products & Services	**Subscription Period**	**Quantity**	**Unit Price**	**Discount**	**Total**
Applications					
Accelerated Reader Subscription	09/01/2021 - 08/31/2022	100	$7.35	$(29.00)	$706.00
Star Math Subscription	09/01/2021 - 08/31/2022	250	$5.10	$(50.00)	$1,225.00
Star Reading Subscription	09/01/2021 - 08/31/2022	250	$5.10	$(50.00)	$1,225.00
Platform Services					
Annual All Product Renaissance Platform	09/01/2021 - 08/31/2022	1	$750.00	$0.00	$750.00
Professional Services					
Renaissance Smart Start Product Training (included with purchase)		1	$0.00	$0.00	$0.00
Werner Elementary School Total				**$(129.00)**	**$3,906.00**

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Quote
2568428

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Zach Elementary School - 1516541					
Products & Services	**Subscription Period**	**Quantity**	**Unit Price**	**Discount**	**Total**
Applications					
Accelerated Reader Subscription	09/01/2021 - 08/31/2022	575	$7.35	$(166.75)	$4,059.50
Star Early Literacy Subscription	09/01/2021 - 08/31/2022	15	$5.10	$0.00	$76.50
Star Math Subscription	09/01/2021 - 08/31/2022	50	$5.10	$(10.00)	$245.00
Star Reading Subscription	09/01/2021 - 08/31/2022	575	$5.10	$(115.00)	$2,817.50
Platform Services					
Annual All Product Renaissance Platform	09/01/2021 - 08/31/2022	1	$750.00	$0.00	$750.00
Professional Services					
Renaissance Smart Start Product Training (included with purchase)		1	$0.00	$0.00	$0.00
		Zach Elementary School Total		**$(291.75)**	**$7,948.50**

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

This First Amendment ("Amendment") dated the 22nd day of July 2020, is attached to and forms part of the Software Services Agreement between Poudre School District R-1 (the "District") And Renaissance Learning, Inc. (the "Contractor") executed August 5, 2019 ("Agreement"), herby attached and made part of this Amendment. To the extent that any of the terms or conditions contained in this Amendment may conflict 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 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 August 31, 2020, 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, 2020 through August 31, 2021.

3. **Amended Responsibilities.**

3.1. Exhibit B is deleted hereby in its entirety.

3.2. Replace Exhibit B with Contractor's Quote #2368503, hereby attached to this First Amendment and made part of this Agreement.

4. **Special Provisions.**

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

5. **General Provisions.**

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

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

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

RENAISSANCE LEARNING, INC.

By: Debra C. Schoenick

Debra Schoenick
Vice President of Strategic Support

POUDRE SCHOOL DISTRICT R-1

By: R David Montoya

R. David Montoya
Executive Director of Finance

By: Todd Lambert
Todd Lambert (Jul 23, 2020 06:36 MDT)

Todd Lambert
Assistant Superintendent of
Elementary Schools

Exhibit B

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Poudre School District - 246370
2407 Laporte Ave
Fort Collins, CO 80521-2211
Contact: Tracy Stibitz - (970) 482-7420
Email: tstibitz@psdschools.org

Reference ID: 423684
Created: 07/22/2020

Quote Summary	
School Count: 20	
Renaissance Products & Services Total	$90,727.55
Applied Discounts	$(7,987.57)
Shipping and Processing	$0.00
Sales Tax	$0.00
Grand Total	**USD $82,739.98**

This quote includes: Renaissance Accelerated Reader, Renaissance myON Reader, Renaissance Star Early Literacy, Renaissance Star Math and Renaissance Star Reading.

To receive applicable discounts, all orders included on this quote must be received at the same time.

By signing below, you

- agree that this Quote, any other quotes issued to you during the Subscription Period and your use of the Applications, the Hosting Services and Services are subject to the Renaissance Terms of Service and License located at https://doc.renlearn.com/KMNet/R003981304GH3CB5.pdf which are incorporated herein by reference;
- consent to the Terms of Service and License; and
- consent to the collection, use, and disclosure of the personal information of children under the age of 13 as discussed in the applicable Application Privacy Policy located at https://www.renaissance.com/privacy-policy/.

To accept this offer and place an order, please sign and return this Quote.

Renaissance will issue an invoice pursuant to this Quote on the Invoice Date you specify below. If no Invoice Date is listed, Renaissance will issue an invoice within 30 days from the date of this Quote. If your organization requires a purchase order prior to invoicing, please check the box below and issue your purchase order to the Renaissance address below no later than 15 days prior to the Invoice Date. Payment is due net 30 days from the Invoice Date.

If your billing address is different from the address at the top of this Quote, please add that billing address below.

Please check here if your organization requires a purchase order prior to invoicing: [ ]

Renaissance Learning, Inc.	Poudre School District - 246370
Ted Wolf	By:
Name: Ted Wolf	Name:
Title: VP - Corporate Controller	Title:
Date: 07/22/2020	Date:
	Invoice Date:

Mail: PO Box 8036, Wisconsin Rapids, WI 54495-8036
Fax: (877)280-7642
Email: electronicorders@renaissance.com
Phone: (877)444-3172

If changes are necessary, or additional information is required, please contact your account executive Sher Kerschen at (866)391-5131, Thank You.

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This quote is valid until 08/13/2020. All quotes and orders are subject to availability of merchandise. Professional development expires one year from purchase date. Alterations to this quote will not be honored without Renaissance approval. Please note: Any pricing or discount indicated is subject to change with alterations to the quote. Tax has been estimated and is subject to change without notice. Unless you provide Renaissance with a valid and correct tax exemption certificate applicable to your purchase of product and the product ship-to location, you are responsible for sales and other taxes associated with this order.

United States government and agency transactions into Arizona: The Tax or AZ-TPT item(s) listed on this quote and subsequent invoice(s) is a charge to recover the cost of the Arizona Transaction Privilege Tax ('TPT'). The incidence of the TPT is on Renaissance Learning for the privilege of conducting business in the State of Arizona. Since the tax is not directly imposed on the United States, the constitutional immunity of the United States does not apply.

Hawaii residents only: Orders shipped to Hawaii residents will be subject to the 4.166% (4.712% O'ahu Is.) Hawaii General Excise tax. United States government and agency transactions into Hawaii: The Tax or General Excise Tax item(s) listed on this quote and subsequent invoice(s) is a charge to recover the cost of the Hawaii General Excise Tax. The incidence of the General Excise Tax is on Renaissance Learning for the privilege of conducting business in the State of Hawaii. Since the tax is not directly imposed on the United States, the constitutional immunity of the United States does not apply.

New Mexico residents only: Orders shipped to New Mexico residents will be subject to the 5.125% (Location Code: 88-888) Gross Receipts tax. United States government and agency transactions into New Mexico: The Tax or Gross Receipts Tax item(s) listed on this quote and subsequent invoice(s) is a charge to recover the cost of the New Mexico Gross Receipts Tax. The incidence of the Gross Receipts Tax is on Renaissance Learning for the privilege of conducting business in the State of New Mexico. Since the tax is not directly imposed on the United States, the constitutional immunity of the United States does not apply.

Students can become their most amazing selves — only when teachers truly shine. Renaissance amplifies teachers' effectiveness in the classroom — transforming data into actionable insights to improve learning outcomes. Remember, we're here to ensure your successful implementation. Please allow 30-90 days for installation and set-up.

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Quote Details

Bauder Elementary School - 246447

Products & Services	Subscription Period	Quantity	Unit Price	Discount	Total
Renaissance Applications					
Accelerated Reader Subscription	09/01/2020 - 08/31/2021	270	$7.15	$(153.90)	$1,776.60
Star Reading Subscription	09/01/2020 - 08/31/2021	270	$4.95	$(108.00)	$1,228.50
Platform Services					
Annual All Product Renaissance Platform	09/01/2020 - 08/31/2021	1	$750.00	$0.00	$750.00
Professional Services					
Renaissance Smart Start Product Training (included with purchase)		1	$0.00	$0.00	$0.00
		Bauder Elementary School Total		**$(261.90)**	**$3,755.10**

Beattie Elementary School - 246450

Products & Services	Subscription Period	Quantity	Unit Price	Discount	Total
Renaissance Applications					
Accelerated Reader Subscription	09/01/2020 - 08/31/2021	175	$7.15	$(99.75)	$1,151.50
Star Reading Subscription	09/01/2020 - 08/31/2021	175	$4.95	$(70.00)	$796.25
Platform Services					
Annual All Product Renaissance Platform	09/01/2020 - 08/31/2021	1	$750.00	$0.00	$750.00
Professional Services					
Renaissance Smart Start Product Training (included with purchase)		1	$0.00	$0.00	$0.00
		Beattie Elementary School Total		**$(169.75)**	**$2,697.75**

Bennett IB World Elementary School - 246344

Products & Services	Subscription Period	Quantity	Unit Price	Discount	Total
Renaissance Applications					
Accelerated Reader Subscription	09/01/2020 - 08/31/2021	400	$7.15	$(228.00)	$2,632.00
Star Early Literacy Subscription	09/01/2020 - 08/31/2021	120	$4.95	$0.00	$594.00
Star Math Subscription	09/01/2020 - 08/31/2021	200	$4.95	$(30.00)	$960.00
Star Reading Subscription	09/01/2020 - 08/31/2021	250	$4.95	$(100.00)	$1,137.50
Platform Services					
Annual All Product Renaissance Platform	09/01/2020 - 08/31/2021	1	$750.00	$0.00	$750.00

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Professional Services					
Renaissance Smart Start Product Training (included with purchase)		1	$0.00	$0.00	$0.00
Bennett IB World Elementary School Total				**$(358.00)**	**$6,073.50**

Cache La Poudre Elem School - 704625					
Products & Services	**Subscription Period**	**Quantity**	**Unit Price**	**Discount**	**Total**
Renaissance Applications					
Accelerated Reader Subscription	09/01/2020 - 08/31/2021	240	$7.15	$(136.80)	$1,579.20
Star Math Subscription	09/01/2020 - 08/31/2021	240	$4.95	$(36.00)	$1,152.00
Star Reading Subscription	09/01/2020 - 08/31/2021	240	$4.95	$(96.00)	$1,092.00
Platform Services					
Annual All Product Renaissance Platform	09/01/2020 - 08/31/2021	1	$750.00	$0.00	$750.00
Professional Services					
Renaissance Smart Start Product Training (included with purchase)		1	$0.00	$0.00	$0.00
Cache La Poudre Elem School Total				**$(268.80)**	**$4,573.20**

Cache La Poudre Middle School - 246488					
Products & Services	**Subscription Period**	**Quantity**	**Unit Price**	**Discount**	**Total**
Renaissance Applications					
Accelerated Reader Subscription	09/01/2020 - 08/31/2021	360	$7.15	$(205.20)	$2,368.80
Platform Services					
Annual All Product Renaissance Platform	09/01/2020 - 08/31/2021	1	$750.00	$0.00	$750.00
Professional Services					
Renaissance Smart Start Product Training (included with purchase)		1	$0.00	$0.00	$0.00
Cache La Poudre Middle School Total				**$(205.20)**	**$3,118.80**

Harris Bilingual Elementary School - 246399					
Products & Services	**Subscription Period**	**Quantity**	**Unit Price**	**Discount**	**Total**
Renaissance Applications					
Accelerated Reader Subscription	09/01/2020 - 08/31/2021	260	$7.15	$(148.20)	$1,710.80
Star Reading Subscription	09/01/2020 - 08/31/2021	250	$4.95	$(100.00)	$1,137.50
Platform Services					
Annual All Product Renaissance Platform	09/01/2020 - 08/31/2021	1	$750.00	$0.00	$750.00

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Professional Services					
Renaissance Smart Start Product Training (included with purchase)		1	$0.00	$0.00	$0.00
Harris Bilingual Elementary School Total				**$(248.20)**	**$3,598.30**

Irish Elementary School - 246375					
Products & Services	**Subscription Period**	**Quantity**	**Unit Price**	**Discount**	**Total**
Renaissance Applications					
Accelerated Reader Subscription	09/01/2020 - 08/31/2021	275	$7.15	$(156.75)	$1,809.50
Star Reading Subscription	09/01/2020 - 08/31/2021	275	$4.95	$(110.00)	$1,251.25
Platform Services					
Annual All Product Renaissance Platform	09/01/2020 - 08/31/2021	1	$750.00	$0.00	$750.00
Professional Services					
Renaissance Smart Start Product Training (included with purchase)		1	$0.00	$0.00	$0.00
Irish Elementary School Total				**$(266.75)**	**$3,810.75**

Johnson Elementary School - 246456					
Products & Services	**Subscription Period**	**Quantity**	**Unit Price**	**Discount**	**Total**
Renaissance Applications					
Accelerated Reader Subscription	09/01/2020 - 08/31/2021	275	$7.15	$(156.75)	$1,809.50
Star Reading Subscription	09/01/2020 - 08/31/2021	350	$4.95	$(140.00)	$1,592.50
Platform Services					
Annual All Product Renaissance Platform	09/01/2020 - 08/31/2021	1	$750.00	$0.00	$750.00
Professional Services					
Renaissance Smart Start Product Training (included with purchase)		1	$0.00	$0.00	$0.00
Johnson Elementary School Total				**$(296.75)**	**$4,152.00**

Kruse Elementary School - 246429					
Products & Services	**Subscription Period**	**Quantity**	**Unit Price**	**Discount**	**Total**
Renaissance Applications					
Accelerated Reader Subscription	09/01/2020 - 08/31/2021	90	$7.15	$(51.30)	$592.20
Platform Services					
Annual All Product Renaissance Platform	09/01/2020 - 08/31/2021	1	$750.00	$0.00	$750.00
Professional Services					

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Renaissance Smart Start Product Training (included with purchase)		1	$0.00	$0.00	$0.00
Kruse Elementary School Total				**$(51.30)**	**$1,342.20**

Linton Elementary School - 246428					
Products & Services	**Subscription Period**	**Quantity**	**Unit Price**	**Discount**	**Total**
Renaissance Applications					
Accelerated Reader Subscription	09/01/2020 - 08/31/2021	285	$7.15	$(162.45)	$1,875.30
Star Reading Subscription	09/01/2020 - 08/31/2021	285	$4.95	$(114.00)	$1,296.75
Platform Services					
Annual All Product Renaissance Platform	09/01/2020 - 08/31/2021	1	$750.00	$0.00	$750.00
Professional Services					
Renaissance Smart Start Product Training (included with purchase)		1	$0.00	$0.00	$0.00
myON Applications					
myON Reader Tier 2	09/01/2020 - 08/31/2021	1	$7,089.00	$(3,111.00)	$3,978.00
Linton Elementary School Total				**$(3,387.45)**	**$7,900.05**

McGraw Elementary School - 246462					
Products & Services	**Subscription Period**	**Quantity**	**Unit Price**	**Discount**	**Total**
Renaissance Applications					
Accelerated Reader Subscription	09/01/2020 - 08/31/2021	260	$7.15	$(148.20)	$1,710.80
Star Early Literacy Subscription	09/01/2020 - 08/31/2021	120	$4.95	$0.00	$594.00
Star Math Subscription	09/01/2020 - 08/31/2021	135	$4.95	$(20.25)	$648.00
Star Reading Subscription	09/01/2020 - 08/31/2021	280	$4.95	$(112.00)	$1,274.00
Platform Services					
Annual All Product Renaissance Platform	09/01/2020 - 08/31/2021	1	$750.00	$0.00	$750.00
Professional Services					
Renaissance Smart Start Product Training (included with purchase)		1	$0.00	$0.00	$0.00
McGraw Elementary School Total				**$(280.45)**	**$4,976.80**

Olander Elementary School - 246452					
Products & Services	**Subscription Period**	**Quantity**	**Unit Price**	**Discount**	**Total**
Renaissance Applications					

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Star Math Subscription	09/01/2020 - 08/31/2021	182	$4.95	$(27.30)	$873.60
Star Reading Subscription	09/01/2020 - 08/31/2021	271	$4.95	$(108.40)	$1,233.05
Platform Services					
Annual All Product Renaissance Platform	09/01/2020 - 08/31/2021	1	$750.00	$0.00	$750.00
Professional Services					
Renaissance Smart Start Product Training (included with purchase)		1	$0.00	$0.00	$0.00
Olander Elementary School Total				**$(135.70)**	**$2,856.65**

Red Feather Lakes Elementary School - 246578

Products & Services	Subscription Period	Quantity	Unit Price	Discount	Total
Renaissance Applications					
Accelerated Reader Subscription	09/01/2020 - 08/31/2021	70	$7.15	$(39.90)	$460.60
Star Reading Subscription	09/01/2020 - 08/31/2021	70	$4.95	$(28.00)	$318.50
Platform Services					
Annual All Product Renaissance Platform	09/01/2020 - 08/31/2021	1	$750.00	$0.00	$750.00
Professional Services					
Renaissance Smart Start Product Training (included with purchase)		1	$0.00	$0.00	$0.00
Red Feather Lakes Elementary School Total				**$(67.90)**	**$1,529.10**

Rice Elementary School - 2355731

Products & Services	Subscription Period	Quantity	Unit Price	Discount	Total
Renaissance Applications					
Accelerated Reader Subscription	09/01/2020 - 08/31/2021	165	$7.15	$(94.05)	$1,085.70
Star Math Subscription	09/01/2020 - 08/31/2021	30	$4.95	$(4.50)	$144.00
Star Reading Subscription	09/01/2020 - 08/31/2021	315	$4.95	$(126.00)	$1,433.25
Platform Services					
Annual All Product Renaissance Platform	09/01/2020 - 08/31/2021	1	$750.00	$0.00	$750.00
Professional Services					
Renaissance Smart Start Product Training (included with purchase)		1	$0.00	$0.00	$0.00
Rice Elementary School Total				**$(224.55)**	**$3,412.95**

Riffenburgh Elementary School - 246405

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Products & Services	Subscription Period	Quantity	Unit Price	Discount	Total
Renaissance Applications					
Accelerated Reader Subscription	09/01/2020 - 08/31/2021	350	$7.15	$(199.50)	$2,303.00
Star Math Subscription	09/01/2020 - 08/31/2021	285	$4.95	$(42.75)	$1,368.00
Star Reading Subscription	09/01/2020 - 08/31/2021	485	$4.95	$(194.00)	$2,206.75
Platform Services					
Annual All Product Renaissance Platform	09/01/2020 - 08/31/2021	1	$750.00	$0.00	$750.00
Professional Services					
Renaissance Smart Start Product Training (included with purchase)		1	$0.00	$0.00	$0.00
Riffenburgh Elementary School Total				**$(436.25)**	**$6,627.75**

Rocky Mountain High School - 246442

Products & Services	Subscription Period	Quantity	Unit Price	Discount	Total
Renaissance Applications					
Star Reading Subscription	09/01/2020 - 08/31/2021	100	$4.95	$(40.00)	$455.00
Professional Services					
Renaissance Smart Start Product Training (included with purchase)		1	$0.00	$0.00	$0.00
Rocky Mountain High School Total				**$(40.00)**	**$455.00**

Tavelli Elementary School - 246386

Products & Services	Subscription Period	Quantity	Unit Price	Discount	Total
Renaissance Applications					
Accelerated Reader Subscription	09/01/2020 - 08/31/2021	476	$7.15	$(271.32)	$3,132.08
Star Early Literacy Subscription	09/01/2020 - 08/31/2021	182	$4.95	$0.00	$900.90
Star Math Subscription	09/01/2020 - 08/31/2021	476	$4.95	$(71.40)	$2,284.80
Star Reading Subscription	09/01/2020 - 08/31/2021	476	$4.95	$(190.40)	$2,165.80
Platform Services					
Annual All Product Renaissance Platform	09/01/2020 - 08/31/2021	1	$750.00	$0.00	$750.00
Professional Services					
Renaissance Smart Start Product Training (included with purchase)		1	$0.00	$0.00	$0.00
Tavelli Elementary School Total				**$(533.12)**	**$9,233.58**

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Traut Core Knowledge Education Center - 246389					
Products & Services	**Subscription Period**	**Quantity**	**Unit Price**	**Discount**	**Total**
Renaissance Applications					
Star Early Literacy Subscription	09/01/2020 - 08/31/2021	160	$4.95	$0.00	$792.00
Star Reading Subscription	09/01/2020 - 08/31/2021	400	$4.95	$(160.00)	$1,820.00
Platform Services					
Annual All Product Renaissance Platform	09/01/2020 - 08/31/2021	1	$750.00	$0.00	$750.00
Professional Services					
Renaissance Smart Start Product Training (included with purchase)		1	$0.00	$0.00	$0.00
Traut Core Knowledge Education Center Total				**$(160.00)**	**$3,362.00**

Werner Elementary School - 246435					
Products & Services	**Subscription Period**	**Quantity**	**Unit Price**	**Discount**	**Total**
Renaissance Applications					
Accelerated Reader Subscription	09/01/2020 - 08/31/2021	100	$7.15	$(57.00)	$658.00
Star Math Subscription	09/01/2020 - 08/31/2021	250	$4.95	$(37.50)	$1,200.00
Star Reading Subscription	09/01/2020 - 08/31/2021	400	$4.95	$(160.00)	$1,820.00
Platform Services					
Annual All Product Renaissance Platform	09/01/2020 - 08/31/2021	1	$750.00	$0.00	$750.00
Professional Services					
Renaissance Smart Start Product Training (included with purchase)		1	$0.00	$0.00	$0.00
Werner Elementary School Total				**$(254.50)**	**$4,428.00**

Zach Elementary School - 1516541					
Products & Services	**Subscription Period**	**Quantity**	**Unit Price**	**Discount**	**Total**
Renaissance Applications					
Accelerated Reader Subscription	09/01/2020 - 08/31/2021	550	$7.15	$(313.50)	$3,619.00
Star Math Subscription	09/01/2020 - 08/31/2021	50	$4.95	$(7.50)	$240.00
Star Reading Subscription	09/01/2020 - 08/31/2021	50	$4.95	$(20.00)	$227.50
Platform Services					
Annual All Product Renaissance Platform	09/01/2020 - 08/31/2021	1	$750.00	$0.00	$750.00
Professional Services					

RENAISSANCE®

Quote
2368503

PO Box 8036, Wisconsin Rapids, WI 54495-8036
Phone: (800) 338-4204 | Fax: (877) 280-7642
Federal I.D. 39-1559474
www.renaissance.com

Renaissance Smart Start Product Training (included with purchase)		1	$0.00	$0.00	$0.00
		Zach Elementary School Total		$(341.00)	**$4,836.50**

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SOFTWARE SERVICES AGREEMENT
BETWEEN RENAISSANCE LEARNING, INC.
AND POUDRE SCHOOL DISTRICT R-1

This Software Services Agreement ("Agreement") is entered into this 5th day of August 2019, by and between Poudre School District R-1 ("District") and Renaissance Learning, Inc. ("Contractor"). The District and the Contractor are collectively referenced herein as the "parties." In consideration of the mutual covenants and promises contained in this Agreement, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Term of Agreement.**

1.1. This Agreement shall commence on September 1, 2019 and continue through and including August 31, 2020, unless earlier terminated as provided herein. The Agreement, at the option of the District, may be extended for up to one (1) additional one-year term upon a separate written Agreement.

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

1.3. Notwithstanding the provisions of section 1.1 above, if either party is in breach of an obligation or covenant under this Agreement the non-breaching party may give written notice to the breaching party describing the breach and demanding that it be cured. If the breach is not cured within seven (7) days after the breaching party's receipt of said notice, the non-breaching party may immediately terminate the Agreement and avail itself of any and all remedies available at law or in equity.

1.1. Notwithstanding the provisions of sections 1.1 and 1.3 above, either party may terminate this Agreement at any time in that party's sole discretion for any reason, with or without cause, by providing the other party with sixty (60) days' advance written notice. In the event of such termination: (a) the District shall pay Contractor for all Services performed under and in accordance with this Agreement up to the date of termination; and (b) Contractor shall reimburse the District for all payments made in excess of Services performed up to the date of termination.

2. **Deliverables and Purchase Price.**

2.1. The Contractor shall make its Renaissance Software as a Service available for use by the District's schools in accordance with the scope of work set forth in the attached Exhibit A and any additional professional services the District may elect to receive (hereinafter the "Services").

2.2. The Services shall be subject to the license terms and conditions set forth in Exhibit A-1.

2.3. District schools shall request a quote from Contractor, reflecting the costs set forth in Exhibit B, issuance of a purchase order to Contractor implies acceptance of amount due.

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

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

2.4. Amounts owed by District schools under this Agreement that are not paid when due, and not subject to a good faith dispute, shall bear interest, from the time the payment was due until the time paid, at a rate of 1% per month compounded monthly, or if lower, the highest rate allowed by law.

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

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

3. **Definitions.**

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

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

3.3. As used in this Agreement, "confidential student records and information" is defined as education records and personally identifiable information concerning District

students, including but not limited to confidential student records and information disclosed to, collected by and/or generated by the Contractor. Confidential student records and information does not include "de-identified confidential student records and information," as defined in section 3.5 below.

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

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

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

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

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

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

5.1. The Contractor shall store and process confidential student records and information in accordance with commercial best practices, including implementing appropriate administrative, physical and technical safeguards that are no less rigorous than those outlined in CIS Top 20 Security Controls, as amended, to secure such confidential student records and information from unauthorized access, disclosure, alteration and use. The Contractor shall ensure that all such safeguards, including the manner in which confidential student records and information is collected, accessed, used, stored, processed, disposed of and disclosed, comply with all applicable federal and state data protection and privacy laws, regulations and directives, including but not limited to Colorado's Student Data Transparency and Security Act, C.R.S. §§ 22-16-101 *et seq*. Without limiting the foregoing, and unless expressly agreed to the contrary in writing, the Contractor warrants that all electronic confidential student records and information

will be encrypted in transmission and at rest in accordance with NIST Special Publication 800-57, as amended.

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

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

6.1. Under the Contract, 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 Contract; and (d) at the conclusion of the term of the Contract 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 C ("Subcontractors") pursuant to written subcontract(s) 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 Contract; and (d) at the conclusion of its/their work under its/their subcontract(s) Subcontractors shall, as directed by the District through the Contractor, either securely destroy all confidential student records and information in its/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 their products and services, and/or the development of new products and services. In no event, shall the Contractor or Subcontractors re-identify or attempt to re-identify any de-identified confidential student records and information.

6.4. Contractor and Subcontractors shall promptly furnish to the District upon request all confidential student records and information they have collected and/or generated and not in the District's possession. Such requests may include but shall not be limited to those made in order to respond to parent/guardian and eligible student requests to inspect and review education records as authorized under the Family Educational Rights and Privacy Act, 20 U.S.C.

§ 1232g ("FERPA") and/or under the Colorado Open Records Act, C.R.S. §§ 24-72-200.1 *et seq.* ("CORA"). The District, not the Contractor or Subcontractors, shall respond to all parent/guardian and eligible student requests to inspect and review records, data and other information.

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

7.1. As a school service contract provider under the Act, the Contractor has provided the following information the attached Exhibit C: (a) the data elements of confidential student records and information that Contractor collects under the Contract, regardless of whether the data elements are initially collected or ultimately held individually or in the aggregate using protocols that are effective for preserving the anonymity of each student included in the data; (b) the learning purpose for which Contractor collects the confidential student records and information; and in (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 at any time during or after the term of the Contract the District may, as applicable, terminate the Contract and/or disqualify Contractor and any one or more of Subcontractors from future contracts and subcontracts with the District.

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

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

Renaissance Learning, Inc.
Attn: Sher Kerschen
PO Box 8036
Wisconsin Rapids, WI 54495-8036
E-mail: sher.kerschen@renaissance.com

Renaissance Learning, Inc.
Attn: General Counsel
907 Deming Way #301
Madison, WI 53717

10. **General Provisions.**

10.1. **No Assignment.** Except with respect to its affiliates or successor entity that may result from corporate merger, 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.

10.2. **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.

10.3. **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 in the same manner and with the same formality as was done for this Agreement.

10.4. **Conflict of Terms.** In the event of a conflict between this Agreement and those of any Exhibit, other terms and conditions, end user license agreements, contractor quotes or privacy policies, the relevant conflicting provisions of this Agreement, shall prevail.

10.5. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado.

10.6. **Insurance.** Contractor shall procure and maintain the required insurance specified below for the duration of this Agreement, which insurance shall be written for not less than the amounts specified or greater if required by law. Specified coverages and amounts may be provided by a combination of a primary policy plus an umbrella or following form excess policy. If not otherwise required by law, lower amounts may be acceptable upon review and written approval by the District's Director of Records and Risk Management. All insurance shall be with a carrier licensed in the state of Colorado and shall have a minimum A.M. Best rating of A- VII. Contractor shall furnish the District's Director of Records and Risk Management with certificates of the required insurance prior to the District's approval and signing of this Agreement, and with renewal certificates prior to the expiration of any required insurance that expires during the term of this Agreement. Certificates of Insurance and all communication regarding insurance shall be sent to:

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

Any insurance and/or self-insurance carried by the District is excess of the coverage extended to the District by Contractor. Contractor shall provide at least thirty (30) days' advance written notice to the District prior to cancellation, change of coverage, or non-renewal. The insurance requirements specified in this section 10.6, shall not reduce the indemnification liability that Contractor has assumed in section 10.7.

Commercial General Liability

a.	Each Occurrence Bodily Injury & Property Damage	$1,000,000
b.	General Aggregate	$2,000,000
c.	Products/Completed Operations Aggregate	$1,000,000
d.	Personal/Advertising Injury	$1,000,000

e. Coverage must be written on an "occurrence" basis

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

Technology Errors & Omissions Liability including Network Security and Privacy Liability

Minimum Limits

a.	Per Loss	$1,000,000
b.	Aggregate Limit	$1,000,000

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.

d. The policy shall provide a waiver of subrogation in favor of Poudre School District R-1.

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.

Crime Coverage
Minimum Limits

a. Per Loss $1,000,000

The policy shall include:

a. Coverage for all directors, officers, agents, and employees of the Contractor.
b. Employee dishonesty, forgery and alteration, monies and securities, and computer cyber-crime.
c. Extended theft and mysterious disappearance.
d. The policy shall not contain a condition requiring an arrest and conviction. Policy must be endorsed to cover Third Party Fidelity and include Poudre School District R-1 as a Loss Payee.

10.7. **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, grievance, charge or proceeding brought in connection with or related to: (a) the Contractor's operations; (b) the Contractor's provision of the Services; (c) the Contractor's actual or alleged infringement of any third party's patent or copyright; and/or (d) the conduct of any of the Contractor's employees, volunteers, agents or representatives. The indemnification and hold harmless obligation hereunder shall include all attorney fees, costs and expenses incurred by the District and/or the District's Board members, employees, representatives and/or agents in defense of said suits, actions, grievances, charges and/or proceedings. Nothing in this section 10.7 or otherwise in this Agreement shall be construed in any way or applied in any manner as a compromise or waiver of the District's rights and protections under the Colorado Constitution or the Colorado Governmental Immunity Act.

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

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

10.10. **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.

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

10.12. **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.

10.13. **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.

10.14. **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.

RENAISSANCE LEARNING, INC.

By: Debra C. Schoenick
Debra Schoenick
Vice President of Strategic Support

POUDRE SCHOOL DISTRICT R-1

By: _____
R. Skyler Thimens
Procurement Manager

By: _____
Todd Lambert
Assistant Superintendent of Elementary Schools

Exhibit A

RENAISSANCE
Accelerated Reader 360°

Renaissance Accelerated Reader 360® is an independent reading practice and reading skills instruction solution which addresses the diversity of student reading levels while ensuring that challenging academic goals and expectations are met. Incorporating Accelerated Reader's efficacy as a tool for guiding students to appropriate books, holding them accountable for their independent reading practice, and monitoring their progress, Accelerated Reader 360® enables teachers to introduce grade-level informational articles to support new standards for close reading of nonfiction text. Instructional skills practice is built into every article to give students the opportunity to read closely, cite text evidence, write using text evidence and complete a quiz to measure comprehension.

How It Addresses Student Needs

Accelerated Reader 360® combines a student's personal reading and close reading practice – through volume and variety of texts and skills – for student reading growth. Reading practice is organized around research-based benchmarks that assist teachers in steadily increasing independent reading of complex texts, setting attainable individual student goals, and raising comprehension levels. Teachers use the data generated to carefully monitor and guide students' reading growth. Each article is leveled, using ATOS and Lexile measures, and searchable by topic, subtopic, grade, or skill—providing the resources necessary to support the close reading of nonfiction texts.

Accelerated Reader 360® addresses student needs by:

- Providing a balance between individual reading levels and grade level expectations, between self-selected reading and close reading, between fiction and nonfiction, and between print and digital materials
- Enabling students to build knowledge through content-rich nonfiction
- Improving their ability to read, write, and speak based on text evidence
- Helping them make meaning of complex text and academic language
- Facilitating their strategic and capable use of technology

How It Accelerates Learning

Accelerated Reader 360® accelerates learning through a combination of resources, tools, texts, skills and insights built for personalized practice. Each leveled nonfiction article contains skills activities. Students use built-in highlighting and tagging tools to identify pieces of the text—for example, the author's purpose. Multiple colors and categories allow students to explore different concepts within the same article. Each assignment includes a "show you know" writing prompt in which students move on to describe, for example, the author's purpose in their own words, and to expand upon one of their own highlighted passages. Students dive deeper into complex texts and build close reading skills, all within the pages of curated digital articles. After practicing close reading skills through the built-in activities, students complete a quiz to test their comprehension.

Accelerated Reader 360® improves student motivation by offering them autonomy and independence as they practice reading and the opportunity to grow as goal-focused readers. Students self-select books for reading practice rather than having books assigned. There is a wide range of books to respond to students' diverse interests and reading abilities. Motivation is further enhanced by immediate feedback, including number of correct quiz responses, points earned, total words read, and progress to date.

In addition to the built-in quizzes related to nonfiction articles, Accelerated Reader 360® offers more than 178,000 book quizzes, including over 80,000 nonfiction titles. For early readers, more than 250 titles have

three-question Reading Practice Quizzes along with a Recorded Voice Quiz for each. Over 9,400 Reading Practice Quizzes in Spanish are available for best-selling Spanish titles. Recorded Voice Quizzes in Spanish enable English learners who are beginning readers to take quizzes on their own.

Actionable Insight

The Reading Dashboard combines assessment data, reading practice results, and instruction to provide a single snapshot of each student's proficiency and projected growth. It enables teachers to see how students are progressing toward goals, how students compare to others in their class, which metrics need improvement, and what actions will move students toward success. Instructional and independent reading data are both displayed with each student's growth projection. Student Growth Percentile and school/district/state benchmarks are used to determine the growth projection.

The Reading Dashboard is augmented by the following reports, among those used most frequently at the classroom- and individual student-levels:

- **TOPS Report**—*(available in English and Spanish)* provides immediate feedback about the student's performance on a quiz.
- **Student Record Report**—provides information about student performance.
- **Diagnostic Report**—provides information about student progress toward goals and alerts the teacher to problems students are having.
- **Literacy Skills Chart**—provides a quick visual comparison between a student and the class average for each of the 24 literacy skills categories.
- **College and Career Readiness Report**—compares fiction and non-fiction reading practice to state standards expectations.

Parent Involvement

Renaissance Home Connect allows parents to receive updates on their children's reading progress. Available in English or Spanish, Renaissance Home Connect enables parents (and students) to:

- Monitor progress toward goals
- View all books that have been read
- See number of quizzes taken and words read
- View average percent correct and points earned
- See results for last quiz taken
- View current reader certification status
- View vocabulary words learned
- Search for the next book to read

By clicking on a book cover shown on an Accelerated Reader® "discovery shelf" screen, parents can get details on the books their children have read.

In addition, Renaissance provides parent guides, sample quizzes for parents to take, and a guide to help schools reach out to parents and the community through Community Reading Night events in which students and their parents or other important adults come to school, read a book, and take a quiz.

Research and Reviews

Accelerated Reader has met the rigorous standards for scientific research of the US Department of

Education's What Works Clearinghouse. In addition, the National Dropout Prevention Center named it a Model Program for both Prevention and Intervention at all grade levels, and the Promising Practices Network rated Accelerated Reader® as a "proven program that boosts student reading achievement." A total of 180 research studies and reviews support the effectiveness of Accelerated Reader®. These include 152 independently-led studies, 28 studies published in peer-reviewed journals, and 31 experimental or quasi-experimental studies (generally considered to provide the strongest evidence of effectiveness and to be consistent with the definition of scientifically based research).

RENAISSANCE
Accelerated Reader

Renaissance Accelerated Reader® is a cloud-based daily progress-monitoring tool, appropriate for students regardless of ability, which enables teachers to guide students to appropriate books and hold them accountable for their independent reading practice. Through data generated by quizzes presented in a friendly, inviting format, Accelerated Reader® helps teachers closely monitor several types of reading practice recommended by the National Reading Panel (National Institute of Child Health and Human Development, 2000) including reading aloud, paired reading, and independent reading.

Accelerated Reader® raises reading achievement through personalized practice which supports challenging academic standards related to text complexity, content area reading, and reading increasingly difficult text.

How It Addresses Student Needs

Accelerated Reader® improves student motivation by offering them autonomy and independence as they practice reading. Students self-select books rather than having books assigned. There is a wide range of books to respond to students' diverse interests and reading abilities. Students read at their own pace and, with the teacher, set goals for themselves. Motivation is further enhanced by immediate feedback, including the number of correct responses, points earned, total words read, and progress to date.

Accelerated Reader® is organized around research-based benchmarks that assist teachers in steadily increasing independent reading of complex texts, setting attainable individual student goals, and raising comprehension levels as required for success in meeting state standards. The program addresses the needs of all students in the school, particularly low-achieving students, in the following ways:

Immediate Feedback

- Accelerated Reader® gives feedback on students' general comprehension of books read aloud, in pairs, or independently. Experimental research has demonstrated that students who received immediate feedback performed better on measures of reading comprehension than students receiving delayed feedback through book reports (Samuels & Wu, 2004).

Increased Student Motivation

- Students who meet the goals they have established for themselves (i.e. percent correct on Accelerated Reader® quizzes, reading practice time, and book level) are motivated by the success and the positive feedback they receive. Furthermore, achievement of personalized goals gives all students an opportunity to be recognized, not just the better readers.
- Students who fail to meet their own goals are motivated to read the next book more carefully to improve their score (Paul, 2003; Samuels & Wu, 2004). Accelerated Reader® promotes a focus on mastery, rather than performance (achieving a grade).
- Accelerated Reader® motivates students by providing information they can use to improve their reading habits. For example, teachers can print bookmarks and labels with the generated vocabulary list, so students know which vocabulary words to look for as they read the book they have selected.
- The ability to self-select reading materials within their reading range (as indicated by both ATOS and Lexile measures) allows students to be sufficiently challenged, avoiding frustration and boredom.

Guided Independent Reading

- Teachers use the data generated by Accelerated Reader® to carefully monitor and guide students' reading practice. There is an ample amount of scientifically-based research demonstrating that guided independent reading practice leads to improved reading achievement (Borman & Dowling, 2004; Paul, 2003; Samuels & Wu, 2004).

- Accelerated Reader® motivates students by providing information they can use to improve their reading habits. For example, teachers can print bookmarks and labels with the generated vocabulary list, so students know which vocabulary words to look for as they read the book they have selected.
- The ability to self-select reading materials within their reading range (as indicated by both ATOS and Lexile measures) allows students to be sufficiently challenged, avoiding frustration and boredom. After a student completes a quiz, the program's **Top Book Ideas for You** discovery bookshelf guides the student to books of interest based on prior reading history and reading achievement data. Using the student's reading history, the program prioritizes books within the series or topics that a student has read from; it also gives preference to displaying books that are popular in the student's grade. Clicking the cover of a book from a discovery shelf brings up more information about the book including the book description and, if there is a vocabulary practice quiz, a vocabulary list.

Quizzes

Accelerated Reader® offers more than 178,000 quizzes, including over 80,000 nonfiction titles which provide a ready resource for meeting new standards for more nonfiction reading. For early readers, more than 250 titles have three-question Reading Practice Quizzes designed to help measure comprehension of short early-reader title. Each title has an accompanying Recorded Voice Quiz.

- **Books (Fiction and Nonfiction).** Consistent with recommendations for effective vocabulary acquisition as outlined by the National Reading Panel, Accelerated Reader® provides opportunities for students to learn vocabulary both directly and indirectly. Word lists generated by Accelerated Reader® identify new vocabulary that students will encounter in their books. Students are encouraged to define each word before reading the book allowing them to more easily recognize the words as they appear throughout the text. Accelerated Reader e-book partners include Brain Hive, Capstone Interactive, MackinVIA, and myON.
- **Textbooks.** Quizzes are available for a variety of textbooks including series published by Macmillan/McGraw-Hill, Houghton Mifflin Harcourt, Scott Foresman, and SRA/McGraw-Hill.

Limited English Proficient students face the challenge of learning in English as they learn English. Reading Practice Quizzes in Spanish are available for best-selling Spanish titles. Recorded Voice Quizzes in Spanish enable English learners who are beginning readers to take quizzes on their own. Accelerated Reader's personalized reading practice focuses on vocabulary and comprehension, increasing the number of books English learners can read while helping them seek out books of increasing difficulty.

How It Accelerates Learning

Accelerated Reader® provides an individually tailored approach to reading for every student with tools to ensure that students are practicing reading at a level that addresses the close connection between comprehension of text and acquisition of knowledge. Like any other skill, reading is a skill that must be practiced. Research shows that overall student reading achievement improves significantly if sufficient time is spent participating in guided independent reading practice at a high level of comprehension.

Accelerated Reader® provides an effective practice component for any K-12 reading curriculum. Practice is an essential part of learning and is often the difference in mastering a skill or not; practice based on individual needs results in accelerated learning which advances student achievement.

Accelerated Reader® Steps

- The student reads a self-selected book at an appropriate level of text complexity for his/her skills and at his/her own pace.

- Accelerated Reader® provides short, web-based quizzes to assess the student's comprehension, vocabulary, and higher order thinking skills.
- Accelerated Reader® scores the quiz automatically and the student receives immediate feedback.
- The teacher uses the data to set goals, guide practice, intervene effectively, and monitor progress.
- Accelerated Reader® provides students with technology experiences that are purposeful, engaging, motivational, and critical to reading achievement. Quizzes can be taken on computers and—using the free Accelerated Reader Student App available from the App Store—on the Apple® iPad®, iPhone®, and iPod touch®.

As more and more students use e-readers, it is critical that teachers have confidence students understand what they read. A recent study (Milone, 2012) using quizzes found no statistically significant difference between students' comprehension of Kindle and print versions of fiction books.

Actionable Insight

Accelerated Reader® has four main functions: provide short general comprehension quizzes, instantly grades the quizzes, provides immediate feedback for students, and stores the information for reporting purposes. The information generated by the progress-monitoring technology empowers teachers to make data-driven decisions aimed at improving academic achievement. The Reading Dashboard provides a single snapshot of each student's proficiency and projected growth. Skills practice diagnostics cover comprehension, pace of reading toward goals, balance of fiction to non-fiction reading, and percent of reading within a student's zone of proximal development. Growth plans, using Renaissance's Core Progress learning progressions, are shown for each student.

Accelerated Reader® generates numerous reports to inform instruction. Formative and progress-monitoring data is used to continually differentiate instruction, track growth over time, and determine the efficacy of instructional strategies. The following reports are used most frequently at the classroom- and individual student-levels:

- **TOPS Report**—*(available in English and Spanish)* provides immediate feedback about the student's performance on a quiz.
- **Student Record Report**—provides information about student performance.
- **Diagnostic Report**—provides information about student progress toward goals and alerts the teacher to problems students are having.
- **Literacy Skills Chart**—provides a quick visual comparison between a student and the class average for each of the 24 literacy skills categories.
- **College and Career Readiness Report**—compares fiction and non-fiction reading practice to Common Core State Standards expectations.

Parent Involvement

Renaissance Home Connect allows parents to receive updates on their children's reading progress. Available in English or Spanish, Renaissance Home Connect enables parents (and students) to:

- Monitor progress toward goals
- View all books that have been read
- See number of quizzes taken and words read
- View average percent correct and points earned
- See results for last quiz taken
- View current reader certification status

- View vocabulary words learned
- Search for the next book to read

By clicking on a book cover shown on a "discovery bookshelf" screen, parents can get details on the books their children have read.

In addition, Renaissance provides parent guides, sample quizzes for parents to take, and a guide to help schools reach out to parents and the community through Community Reading Night events in which students and their parents or other important adults come to school, read a book, and take a quiz.

Research and Reviews

Accelerated Reader® has met the rigorous standards for scientific research of the US Department of Education's What Works Clearinghouse. In addition, the National Dropout Prevention Center named it a Model Program for both Prevention and Intervention at all grade levels, and the Promising Practices Network rated Accelerated Reader® as a "proven program that boosts student reading achievement." A total of 180 research studies and reviews support the effectiveness of Accelerated Reader®. These include 152 independently-led studies, 28 studies published in peer-reviewed journals, and 31 experimental or quasi-experimental studies (generally considered to provide the strongest evidence of effectiveness and to be consistent with the definition of scientifically based research).

RENAISSANCE
Accelerated Math

Renaissance Accelerated Math® provides dynamic math practice to students and automatic, standards-based assignment plans to teachers. Through integration with Star Math® data, the program helps teachers group students with their peers of similar achievement and growth. Each group receives math assignments based on grade level standards by depth, as standards recommend. The program produces personalized practice assignments, automatically scores student work, and provides immediate feedback. This process supports the building of a solid math foundation to prepare students for higher-level mathematical content and application.

Used in conjunction with conceptual curricula, Accelerated Math® helps teachers personalize standards-based math practice by depth and monitor student progress to make data-driven decisions to guide instruction. Differentiating practice by depth means that the entire class can work within the same standard, at the right level of depth for each student.

How It Addresses Student Needs

The purpose of Accelerated Math® is to provide fundamental and foundational practice which will increase students' ability to comprehend mathematical concepts and solve mathematical problems at increasing levels of difficulty. The program makes it possible for teachers to give students practice tailored to their current skill levels on subskills aligned to the school math curriculum and linked to state standards.

Accelerated Math® lowers the level of "math anxiety" that may occur among students who struggle in this subject. Its individualized practice assignments help ensure success for every student, keeping them motivated and challenged. Students experience personalized instruction, virtually eliminating the constant comparison to their peers due to the fact that everyone is working on different material. This also discourages cheating for the same reason.

Accelerated Math® provides students with interactive technology experiences that are purposeful, engaging, motivational, and critical to math practice. They may use computers, laptops, tablets, or scan cards. Student supports include an animated, auditory Math Glossary which builds conceptual knowledge and understanding of key math terminology, as well as step-by-step Worked Examples to help build procedural knowledge. Within the program:

- **Core Progress Learning Progressions** identify the math terminology, concepts, skills, and prerequisites necessary for success on the skills students are ready to learn and help identify skill gaps.
- **Sample Problems** give students the opportunity to show comprehension while using think-aloud strategies during instruction.
- **Worked Examples** give a step-by-step framework for how to solve a sample problem for all objectives.

How It Accelerates Learning

Accelerated Math® provides an individually tailored approach to learning mathematics for every student, with tools to ensure that students are practicing computation at a level that addresses the balance between math practice and real-world application. Like any other skill, learning math concepts and procedures are skills that must be practiced.

For English learners, research has demonstrated substantial gains with Accelerated Math® (Teelucksingh, E., Ysseldyke, J., Spicuzza, R., & Ginsburg-Block, M. (2001); Renaissance Learning (2002, 2004); Cosenza, M. (2004). Accelerated Math vocabulary lists provide simple contextual explanations to bridge understanding and aid these students in math practice. Assignments are tailored to each student at the appropriate level of depth.

Accelerated Math® Steps

- Students are placed at the appropriate instructional level. If the school is using Star Math® (a separate program), students will be automatically grouped at the appropriate level according to achievement and growth. If the school does not own Star Math, students will be placed at the appropriate level based on the teacher's evaluation.
- The teacher instructs students using existing textbooks and instructional methods.
- Each group is assigned practice and test items according to instructional levels. More advanced groups will receive more challenging work within a specific standard while the least advanced students will work only with the focus skills for that same standard.
- Assignments and tests are scored automatically.
- Teachers track the rate of progress of each group by viewing the Accelerated Math® Dashboard.
- After each Assignment Plan Cycle, students are retested with Star Math® and potentially change instructional groups based on the updated Star Math® results.

Teachers can customize Accelerated Math® to follow the scope and sequence of their existing curricula.

Actionable Insights

The progress dashboard built into Accelerated Math® enables teachers to see exactly how each group is progressing toward state standards mastery and to manage assignments for groups or individuals. Instant reporting lets teachers monitor progress and intervene quickly to keep students on track. Since the program manages the paperwork, scoring, and reporting, teachers have more time to work with students—one-on-one, in small groups or through peer-to-peer interaction—to improve their academic achievement.

Reports include:

- **Diagnostic Report** – shows teachers which students are struggling and may need further intervention
- **Status of the Class Report** – helps teachers monitor progress, plan instruction, and identify students who need extra help while working on objectives
- **Group Standards Mastery Report** – indicates how students are doing on objectives aligned to individual state standards or Common Core State Standards
- **Practice TOPS Report** – provides students feedback on a practice assignment the student has just completed and enables the teacher to monitor progress

Parent Involvement

Renaissance Home Connect links the school to home via the Internet, allowing teachers and parents to work together to monitor progress and enhance the learning process. Renaissance Home Connect allows parents to view details of their children's completed math work and enables students to access additional math practice at home.

Available in English or Spanish, Renaissance Home Connect enables parents (and students) to:

- Review overall progress (average percent correct on tests, number of objectives mastered, objectives ready to test)
- View worked examples
- See the objectives included on the last test and the percent of items the student answered correctly

- See objectives mastered by the student each week
- Access the Math Glossary
- Reprint existing math assignments and exercises

Research and Reviews

A total of 102 research studies and reviews support the effectiveness of Accelerated Math®. These include 91 independently-led studies, 22 studies published in peer-reviewed journals, and 33 experimental or quasi-experimental studies—generally considered to provide the strongest evidence of effectiveness and to be consistent with the definition of scientifically based research).

Accelerated Math® received the highest ratings as a progress monitoring mastery measure by the National Center on Intensive Intervention and has earned the top rating for Prevention and Intervention at all grade levels by the National Dropout Prevention Center.

RENAISSANCE
Star 360®

Renaissance Star 360® enables teachers to screen and group students for targeted instruction, measure student growth, predict performance on summative exams, and monitor progress toward state standards, as well as college and career readiness. It includes reading, math, and early literacy, and allows teachers to create customized formative assessments that target specific skills or skill sets in math, English language arts, and science.

How It Addresses Student Needs

Star 360® increases the effectiveness of classroom instruction to support continuous learning, improved student growth, more effective interventions, and targeted progress monitoring. It takes only 10 to 20 minutes to screen and reveal which students need help to reach benchmark and to group students by proficiency levels.

How It Accelerates Learning

Star 360® helps teachers set progress-monitoring goals tailored to each student—goals that result in challenging but reasonable expectations for that particular student. Research-based recommendations identify moderate and ambitious goals, or teachers can determine a custom goal for each student.

- **Star Reading®** assesses 46 reading skills in 11 domains
- **Star Math®** assesses general math achievement within 32 domains
- **Star Early Literacy®** assesses 32 reading skills in 8 domains
- **Star Custom®** is a fixed-form, formative assessment tool that allows teachers to target specific skills in a variety of content areas. Teachers can build customized formative assessment using:
  - A pre-loaded item bank of Renaissance-created assessment questions
  - Test questions in English language arts, math, and science
  - The option to create test items for any content area in a variety of response formats

Actionable Insight

Teachers receive real-time progress data after every assessment, allowing them to respond immediately by differentiating instruction and intervening as needed. Data can be displayed by student, student group, class, school, or district. Teachers can access a wide variety of reports built for state standards.

Key data is shown in an at-a-glance view on Star Dashboards which show how a student is performing, what is driving his/her performance, how the student compares to a group or class, which student metrics need improvement, what is a teachable order of skills students are ready to learn, and how the teacher can help students learn those skills.

Research-validated Core Progress learning progressions map the inter-related prerequisite skills needed to further conceptual understanding. Star 360's What's Next Navigator accesses the Core Progress learning progression which offers thousands of standards-aligned instructional resources to drive student success.

Parent Involvement

Parent Reports are available in English or Spanish to strengthen communication between school and home. Each report summarizes the student's performance on the assessment as measured by a scaled score calculated on the difficulty of the questions and the number of correct responses. The progress of the individual student is explained in the report in terms of specific skills. Recommendations to parents as

to how they can support their children's learning are provided.

Research and Reviews

The effectiveness of Star 360's reading, math, and early literacy assessments is supported by a variety of research.

94 research pieces support the effectiveness of Star Reading®, and 25 of them were led independently. Star Reading® has been favorably reviewed as reliable, valid, and efficient by various independent groups including the Southwest Educational Development Laboratory (SEDL), the National Center on the Response to Intervention (NCRTI), and the National Center on Intensive Intervention (NCII).

86 research pieces support the effectiveness of Star Math®, and 24 of them were led independently. Star Math® has been favorably reviewed as reliable, valid, and efficient by various independent groups including the National Center on the Response to Intervention (NCRTI) and the National Center on Intensive Intervention (NCII).

24 research pieces support the effectiveness of Star Early Literacy®, and 15 of them were led independently. Star Early Literacy® has been favorably reviewed as reliable, valid, and efficient by various independent groups including the Southwest Educational Development Laboratory (SEDL), the National Center on the Response to Intervention (NCRTI), and the National Center on Intensive Intervention (NCII).

RENAISSANCE
Star Early Literacy®

Renaissance Star Early Literacy® is used to screen, monitor progress, and diagnose PreK-3 students' command of key early reading and numeracy skills. Star Early Literacy® uses computer-adaptive technology combined with animated, auditory instructions and practice questions, enabling young children to complete the assessment independently.

Star Early Literacy® includes items aligned to state standards and generates state-specific reports.

How It Addresses Student Needs

Development of literacy skills is the best indicator of future reading success. Star Early Literacy® provides an ongoing measure of growth that enables teachers to address the developmental needs of each student, identify at-risk students and determine necessary interventions, and strengthen emergent readers' skills early, before they fall too far behind their peers.

Each test item is selected based on the student's age and grade level, prior performance on Star Early Literacy® tests, and the student's responses to previous test items. This process dynamically personalizes each student's assessment, ensuring that each student is tested on material appropriate to his/her current level and providing actionable, real-time information about his/her reading skills.

Star Early Literacy® provides students with technology experiences that are purposeful, engaging, and essential to reading and math achievement. It allows young children to be assessed in approximately 10 minutes. Test items incorporate text, graphics, and audio, as appropriate, to assess skills in the most effective way possible. Instructions are written to be explicit, clear, and consistent from item to item so that students are able to test independently.

Star Early Literacy® can be used two to five times a year for screening, placement, diagnostic assessment, benchmark assessment, and outcome measurement. It can be used monthly for instructional purposes and as often as weekly in programs using Response to Intervention (RTI) models.

How It Accelerates Learning

Star Early Literacy® helps teachers set progress-monitoring goals tailored to each student—goals that result in challenging but reasonable expectations for that particular student. Research-based recommendations identify moderate and ambitious goals, or teachers can determine a custom goal for each student.

Star Early Literacy® assesses 32 skill sets in 8 domains. It is designed to repeatedly assess a child's status at different stages of literacy skills development and growth. Teachers receive real-time progress data, allowing them to respond immediately by differentiating instruction and intervening as needed. The assessment enables teachers to identify the concepts and prerequisite reading and math skills that students need. These concepts are mapped out on the Core Progress learning progression. The Core Progress learning progression identifies focus skills, terminology and concepts, conceptual knowledge, linguistic competencies, strategies for LEP students, and prerequisite and related skills. Core Progress also is supported by teacher activities, sample items, and worked examples.

Actionable Data

Reading and language arts curriculum is supported by Star Early Literacy® by providing teachers with specific, actionable information, including a learning progression which maps state standards. The assessment uses scale scores to classify students according to three stages of literacy development. Based on each child's expected degree of proficiency, students are classified as emergent, transitional, or probable readers.

Its reports identify prerequisite skills and next instructional steps, allowing teachers to bridge assessment and instruction in order to enrich and accelerate the curriculum. Star Early Literacy® reports help teachers target objectives based on strengths and weaknesses, choose appropriate materials, group students with similar needs, monitor progress for students in intervention, and provide a Starting point for diagnosing specific skills difficulties. Tools include:

- **Screening Report** – Which students are reaching benchmarks and which need intervention?
- **Instructional Planning Report** – What are students ready to learn next?
- **Student Diagnostic Report** – What skills are students proficient in, excelling in, and where may intervention be needed?
- **Core Progress learning progression** – What prerequisite skills do students need to understand the current lesson?
- **Student Progress Monitoring Report** – Are students responding to instruction?
- **State Standards Report** – How are students doing in comparison with Common Core Standards?
- **Annual Progress Report** – How do students' average scores compare to Literacy Skills Classifications?

Parent Involvement

Star Early Literacy® Parent Reports are available in English or Spanish to strengthen communication between school and home. Each report summarizes the student's performance on the assessment as measured by a scaled score calculated on the difficulty of the questions and the number of correct responses. The scaled scores relate to the three developmental stages (Emergent Reader, Transitional Reader, and Probable Reader). The stage of the individual student is explained in the report in terms of specific skills. Recommendations to parents as to how they can support their children's learning are provided.

Research and Reviews

The development of Star Early Literacy® was based on an analysis of early learning research, with an emphasis on identifying the pre-reading and reading skills necessary for later reading success. This analysis revealed seven major content areas (Adams, 1990; Anderson, Hiebert, Scott, & Wilson, 1985; Anderson, Wilson, & Fielding, 1988; National Reading Panel, 2000; Snow, Burns, & Griffin, 1998; Trelease, 1995) that became the basis for the skill domains assessed in Star Early Literacy.

The effectiveness of Star Early Literacy® is supported by 24 research pieces, 15 of which were led independently. Star Early Literacy® has been favorably reviewed as reliable, valid, and efficient by various independent groups including the Southwest Educational Development Laboratory (SEDL), the National Center on Response to Intervention (NCRTI), and the National Center on Intensive Intervention (NCII).

RENAISSANCE
Star Reading®

Renaissance Star Reading® is an assessment that provides accurate, norm- and criterion-referenced reading scores on demand for independent readers in grades 1 through 12. The purpose of these interim assessments is to determine the extent to which academic enrichment activities are strengthening students' abilities in reading and preparing them to meet end-of-year proficiency targets. Because assessment and record-keeping are automated, non-learning time is kept to a minimum.

Additionally, Star Reading® supports state standards by providing reports on progress toward mastery of these standards, as well as the learning progression, highlighting next steps and prerequisite skills students need to become proficient.

How It Addresses Student Needs

As a computer-adaptive test, Star Reading® continually adjusts the difficulty of each student's test by choosing each question based on the student's previous response. This process dynamically personalizes each student's assessment, providing actionable, real-time information about his/her reading skills and spares students the frustration of items that are too difficult and the boredom of items that are too easy.

Star Reading® provides students with technology experiences that are purposeful, engaging, and critical to reading achievement. It allows students to be assessed on a larger and more varied range of skills with fewer items, which results in students spending less time in completing the assessment.

Star Reading®, when used for screening and benchmarking, is typically administered 2–4 times during the year to monitor growth of a group of students toward a proficiency target. Using the assessment for progress monitoring as often as weekly or monthly measures individual student progress and pinpoints specific areas of weakness to help teachers plan appropriate instruction.

Star Reading® enables teachers to generate detailed reports immediately after students complete a test, providing detailed, real-time information about students' reading skills. Students typically complete a Star Reading® test in about 15 minutes; some students may require additional time. This allows teachers to respond immediately by differentiating instruction and intervening as needed.

How It Accelerates Learning

Star Reading® measures 46 reading skills in 11 domains, enabling teachers to access the concepts and prerequisite skills that students need to make reading progress and meet state standards. The Goal-Setting Wizard in Star Reading® helps teachers set progress-monitoring goals tailored to each student—goals that result in challenging but reasonable expectations for that particular student. Research-based recommendations, based on Star's extensive growth model, identify moderate and ambitious goals, or teachers can determine a custom goal for each student.
The Core Progress learning progression includes for each grade level reading domain: the focus skill, relevant content area vocabulary, linguistic competencies, strategies for LEP students, and prerequisite and related skills. This tool is supported by teacher activity plans, including objectives, materials, and detailed lessons.

Actionable Data

Star Reading® connects assessment with instruction by providing teachers with specific, actionable information via the Reading Dashboard. The Dashboard shows how a student is performing, what is driving his/her performance, how the student compares to a group or class, which student metrics need improvement, and student growth percentiles which show whether students are meeting growth expectations. Student assessment scores mapped to research-based Core Progress learning

progressions identify which reading skills students are ready to learn and how the teacher can help them learn these skills.

Results help teachers identify struggling students, differentiate instruction, track growth over time, and assist students in selecting appropriate books for reading practice. Tools include:

- **Screening Report** – Which students are reaching benchmarks and which need additional intervention?
- **Instructional Grouping Tool** – Which students should be grouped together for targeted instruction and practice?
- **Instructional Planning Report** – What are students ready to learn next?
- **Core Progress learning progression** – What prerequisite skills do students need to understand the current lesson?
- **Student Progress Monitoring Report** – Are students responding to instruction?
- **State Standards Report** – Are students mastering state and Common Core Standards?
- **State Performance Report** – Are students on track to reach proficiency on the state test?
- **Longitudinal Report** – Are students growing from year to year?

Parent Involvement

Star Reading® Parent Reports are available in English or Spanish. Each report summarizes the student's performance on the assessment as measured by:

- **Grade Equivalent** – How the student's test performance compares with that of other students nationally
- **Percentile Rank** – How the student's test performance compares with that of other students nationally in the same grade
- **Instructional Reading Level** – Grade level at which the student is at least 80% proficient at recognizing words and comprehending reading material
- **Zone of Proximal Development** – Reading level range from which the student should be selecting books for optimal growth in reading

Research and Reviews

94 research pieces support the effectiveness of Star Reading®, including 25 independent studies.

Star Reading® has been favorably reviewed as reliable, valid, and efficient by various independent groups including the Southwest Educational Development Laboratory (SEDL), the National Center on the Response to Intervention (NCRTI), and the National Center on Intensive Intervention (NCII).

RENAISSANCE
Star Math®

Renaissance Star Math® is a skills-based math assessment facilitating individual instruction by providing teachers accurate, norm- and criterion-referenced math scores on demand for students up to grade 12. The purpose of these interim assessments is to determine the extent to which academic activities are strengthening students' abilities in math and preparing them to meet end-of-year proficiency targets. Because assessment and record-keeping are automated, non-learning time is kept to a minimum.

Star Math's test items are aligned to state standards. Mathematics curriculum is supported by Star Math® by providing teachers with specific, actionable information, including a learning progression which maps the state standards.

How It Addresses Student Needs

Star Math® is a computer-adaptive test, continually adjusting the difficulty of the test based on the student's grade level, prior performance on Star Math® tests, and the student's responses to previous test items. This process dynamically personalizes each student's assessment, spares students the frustration of items that are too difficult and the boredom of items that are too easy, and provides results in much less time than conventional teacher-administered assessments and paper-based curriculum-based measures, without sacrificing accuracy. Further, it provides students with technology experiences that are purposeful and engaging as well as critical to math achievement, including audio support for students whose math ability outpaces their reading ability.

Star Math® is used for screening, progress monitoring, and instructional planning to improve achievement. It can be administered three to five times during the year for screening and as often as needed to measure individual student progress and pinpoint specific areas of weakness. A variety of reports helps teachers identify struggling students, differentiate instruction, track growth, and evaluate student improvement.

Star Math® enables teachers to generate detailed reports immediately after students complete a test, providing actionable, real-time information about individual students' math skills. Students typically average 15 to 20 minutes to complete a Star Math® test. This allows teachers to respond immediately by differentiating instruction and intervening as needed.

How It Accelerates Learning

Star Math® assesses math skills in 32 domains, helping teachers set progress-monitoring goals tailored to each student—goals that result in challenging but reasonable expectations for that particular student. Research-based recommendations identify moderate and ambitious goals, or teachers can determine a custom goal for each student.

Star Math® reports identify prerequisite skills and next instructional steps that students need to build on in order to advance math achievement and meet state standards. This allows teachers to bridge assessment and instruction in order to enrich and accelerate the curriculum. For example, the Core Progress learning progression includes specific objectives, relevant terminology and concepts, focus skills, and prerequisite objectives.

Actionable Data

The item bank has over 5,300 test items, with multiple items available to measure each objective. Results help teachers identify struggling students, individualize instruction, track growth over time, and evaluate student improvement. Reports include:

- **Screening Report** – Which students are reaching benchmarks and which need intervention?

- **Instructional Grouping Tool** – Which students should be grouped together for targeted instruction and practice?
- **Instructional Planning Report** – What are students ready to learn next?
- **Core Progress Learning Progression** – What prerequisite skills do students need to understand the current lesson?
- **Student Progress Monitoring Report** – Are students responding to instruction?
- **State Standards Report** – Are students mastering state and Common Core State Standards?
- **State Performance Report** – Are students on track to reach proficiency on the state test?
- **Longitudinal Report** – Are students growing from year to year?

Parent Involvement

Star Math® assessment scores and suggestions for at-home practice can be easily communicated to parents and guardians using the Parent Report. Available in English and Spanish, this report strengthens the connection between school and home and helps parents become actively involved in their child's mathematics learning. Each report summarizes the student's performance on the assessment and shows how the student's test performance compares with that of other students nationally in the same grade.

Research and Reviews

86 research pieces support the effectiveness of Star Math®, 24 of which were led independently. Star Math® has been favorably reviewed as reliable, valid, and efficient by various independent groups including, the National Center on the Response to Intervention (NCRTI) and the National Center on Intensive Intervention (NCII).

RENAISSANCE
Star Spanish™

Renaissance Star Spanish™ assesses Spanish-speaking students' Spanish reading levels. It can be used in bilingual, dual-language, or English-only classrooms with new students to ascertain their Spanish reading ability or with recent immigrant students who have very limited English language proficiency and who often have had limited formal education in their native countries. Star Spanish™ helps teachers find appropriate Spanish-language books for reading practice based on a student's reading level. When Star Spanish™ is accompanied by Accelerated Reader®, teachers can manage and monitor students' reading practice supported by more than 9,400 Reading Practice Quizzes in Spanish.

How It Addresses Student Needs

Teachers can assess students' reading level in Spanish in as little as 15 minutes. This computer-adaptive assessment presents 25 questions to each student. It reports results as reading levels in Spanish from the beginning of grade 1 to the end of grade 5. That information can indicate which foundational reading skills a student must transfer to an English-only classroom. Star Spanish™ also helps bilingual classroom and dual-language program teachers measure progress and growth in Spanish reading comprehension. In addition, teachers can use the results to match students to books that they will be able to read successfully.

Since English learners who are literate in their first language tend to more readily acquire literacy in a second language, using Star Spanish™ to assess their Spanish reading levels will help teachers to better anticipate the skills students are likely to transfer from Spanish to English literacy and to place students into appropriate groups for instruction.

How It Accelerates Learning

Star Spanish™ works hand in hand with Accelerated Reader® to facilitate reading growth. Once Star Spanish™ determines students' Spanish zone of proximal development, teachers and students can search for Spanish-language books at a comfortable reading level in Renaissance Accelerated Reader Bookfinder. Teachers can then monitor comprehension with Spanish quizzes in Accelerated Reader. As students' mastery of English grows, they are able to transfer their skills to reading and quizzing on books in English. Teachers can then monitor progress with Star Reading®.

Actionable Insight

Star Spanish™ provides immediate and ongoing, reliable and valid data, which ensures that teachers obtain timely information on the needs and learning progress of Spanish-speaking students receiving intervention, supplemental, and English learner instruction.

Star Spanish™ may be administered up to three times per year for screening purposes and as an overall growth measurement. Test dates are flexible. The Growth Report will display individual students' change in Spanish scaled scores along with Spanish instructional reading level between any two test dates to help teachers monitor progress.

Research and Reviews

One research piece supports the effectiveness of Star Spanish™.

RENAISSANCE
Star Custom®

Renaissance Star Custom® is a fixed-form, formative assessment tool that allows teachers to target specific skills in a variety of content areas. It includes approximately 10,000 items in English language arts (ELA), math, and science that teachers can use to create assessments that inform daily instruction. Teachers can also easily create their own items—in any subject area and using a variety of response formats—which provides the flexibility to meet local requirements and specific student needs.

How It Addresses Student Needs

Star Custom® complements Star Reading®, Star Early Literacy®, and Star Math® by allowing teachers to focus on an individual skill and to assess students' mastery of that skill. Like the other Star assessments, Star Custom uses Renaissance's research-based learning progressions for reading and math which identify prerequisite skills and the formation of a skill progression for both reading and mathematics. To create a test, teachers simply select a skill and then review items that are aligned with that skill. They can then choose the items they want to include on the assessment, and they can create new items as well.

Star Custom's bank of ready-to-use assessment items in ELA, math, and science span grades K–12. They represent a range of cognitive complexity and were created using a stringent content development and review process. Items in ELA and math are aligned with state standards, while science items are aligned with the Next Generation Science Standards. This allows teachers to assess students' mastery of the skills that are critical for college and career readiness.

How It Accelerates Learning

Star Custom® supports a range of item types that assess depth of knowledge (DOK) levels 1–4. These include performance tasks, multiple-choice items, Yes/No and True/False items, constructed-response items, and technology-enhanced items (TEIs). TEIs include graphing items, which require students to manipulate lines on a graph, and drag-and-drop items, which require students to move objects from one location to another, such as ordering objects from smallest to largest. This versatility allows teachers to assess students using the same types of items that appear on next generation high-stakes tests.

Each test can include multiple item types, and tests can be assigned to individual students, specific groups of students, or to an entire class. Paper-and-pencil administration is also supported, and the system's online score reports allow both teachers and students to review test results.

Actionable Insight

Star Custom® provides a variety of reports that show teachers the results of multiple assessments over time, provide detailed views of student performance on individual test items and on items from multiple domains, analyze student performance by test item type, and determine how students are performing with regard to a specific state standard, where applicable. Students can track their level of skill mastery as depicted by a "red light" (the student needs to work harder on the specific skill), a "yellow light" (the student needs to improve this skill a little more), and a "green light" (the student knows this skill).

Exhibit
A-1

For any District School that elects to purchase access to the Services, the following terms and conditions shall apply:

1. Notwithstanding anything to the contrary contained in the Agreement, subject to District School's compliance with the terms and conditions of this Agreement, Contractor grants District School a non-exclusive, non-sublicensable, non-transferable, revocable, limited license, during the subscription period (the "**Subscription Period**") identified in a quote issued by Contractor to District School under the Agreement and accepted by the District School under the Agreement (the "**Order**"), to access and use the software applications identified in the Order ("**Application(s)**") in accordance with this Section.

    a. Except as set forth in this Section or approved in advance by Contractor, in writing, the Applications can only be accessed and used by Users at each of the single school sites set forth in the Order (each a "**Licensed Site**"). Multiple schools in one building are each a separate Licensed Site and each must purchase a separate license. "**Users**" means an employee of the Licensed Site (including administrators and teachers), a student enrolled at the Licensed Site or a parent of such student. District School shall not make the Applications available in whole or in part in any networked or time-sharing environment extending beyond the Licensed Site. Notwithstanding anything to the contrary in this Section, the following is permitted for an User subject to the terms and conditions contained in this Agreement: (i) teacher and administrator access to Renaissance-U and the management feature of the Applications via the Internet is permitted from outside a Licensed Site; (ii) a student of a Licensed Site that cannot attend school due to medical or emotional conditions substantiated by a health care provider (a "**Homebound Student**") access to the student portion of the Applications via Internet for more than 60 days is permitted from such Homebound Student's home using a computer owned or leased by District School or such Homebound Student provided Contractor has given prior written permission; (iii) student and parent access to the Home Connect feature of the Applications via Internet is permitted from such student or parent's home using a computer owned or leased by District School, such student or parent and (iv) access to the Applications by Users at a public library on computers owned or leased by such public library only to the extent the Licensed Site is providing a summer reading program through such public library. District School shall not make any portion of the Applications to parents or students, which are not specifically intended for parent or student use, as the case may be, including, but not limited to, the educator and administrator portion of the Applications.

    b. The number of unique students permitted to use the Applications (excluding Renaissance-U) at any Licensed Site is limited to the student capacity set forth in the Order (the "**Student Capacity**"). Circumventing the Student Capacity by any means is a material breach of this Agreement and may result in immediate termination of this Agreement by Contractor. Student Capacity is allocated when a District School student first logs in and performs any activity or when any activity is first assigned to such student and may not be used interchangeably across students. Unused Student Capacity is non-refundable and expires at the end of the applicable Subscription Period. Additional Student Capacity may be purchased by contacting Contractor and placing an order for the desired incremental capacity amount. District School can view allocated Student Capacity and which students are using the allocated Student Capacity under product administration in the Applications.

    c. The Applications and Hosting Services may operate using third party applications and services obtained separately by District School ("**Third Party Services**"). Contractor is not responsible for the operation or functionality of such Third Party

Services. While Contractor may configure its Applications and Hosting Services to operate with Third Party Services, Contractor cannot and does not guarantee that such Third Party Services will operate correctly and Contractor does not endorse the Third Party Services.

d. Any use of the Applications using the District School's login information will be considered use by the District School. District School agrees not to sell, transfer, or assign its login information or allow others to use it except Users as authorized herein.

e. District School acknowledges and agrees that Contractor owns all intellectual property rights in and to the Applications, Hosting Services, Renaissance-U, Deliverables and any copyrighted materials, trademark, patent, or trade secret owned by Contractor now or in the future. Contractor (**"Contractor IP"**). Nothing in this Agreement shall be deemed to grant, transfer or assign any right, title, interest or ownership of Contractor IP of which is hereby expressly reserved by Contractor.

2. Contractor shall provide District School with remote access to the Applications via the Internet (the **"Hosting Services"**) for the Licensed Sites. Contractor will not provide any hosting services to any application other than the Applications. The Applications will be housed at a Contractor chosen facility, and will operate on servers determined by Contractor, which may include servers owned by or leased by Contractor. Contractor will provide District School with an administrative logon ID and other information necessary to: connect to, access, and, use the Application.

3. District School acknowledges that the Applications are intended for academic practice and assessment only. Access rights granted to District School shall be limited to those access rights necessary for the foregoing purposes and use the intended functionality of the Applications. The Applications are not intended for the storage or use of any data not related to such purpose including, without limitation, social security numbers, financial account numbers, health information, behavioral records, disciplinary records, driver's license, passport or visa number or credit card data (**"Prohibited Data"**). District School agrees to not input any Prohibited Data into the Application. Contractor reserves the right to restrict or prevent access to activities or suspected activities that involve security breaches, hacking, distributed denial of service attacks, or uploading a virus, Trojan horse, time bomb, unauthorized application, or any other harmful form or programming or vandalism.

4. With respect to any professional services purchased by a District School as identified in an Order (**"Professional Services"**), the following shall apply:
   a. Contractor shall own all right, title and interest in and to all work product developed or delivered by Contractor in the performance of Professional Services hereunder (the "Deliverables"); provided, however, that District School is granted a non-transferable, non-sublicensable, non-exclusive, limited license to use the Deliverables for its internal purposes for the duration of the term of the Subscription Period. Recording or reproduction in any form is not permitted. Contractor does not provide copies of any of the PowerPoint presentations presented during any seminar, webinar or any other presentation.

   b. For those Professional Services that require Contractor to be present at District School's facility or any other facility chosen by District School, if District School reschedules the date for provision of such Professional Services, District School shall pay Contractor a one-time fee equal to $200 to the extent Contractor had already booked its travel arrangements and if District School terminate such

Professional Service, District School shall pay Contractor a one-time cancellation fee equal to $750 to the extent Contractor had already booked its travel arrangement.

c. Professional development sessions are designed to engage learners with hands-on experiences in the Applications, customization to group needs, and individualized support. District School assumes the responsibility for any diminished quality and/or satisfaction concerns if an appropriate learning setting is not provided by District School, including, without limitation, keeping to group size limits provided by Contractor and providing facilities that meet technology and learning environment requirements.

d. On a rare occasion internet or website outages occur. To the extent this occurs, provided that Contractor is able to deliver the Professional Services purchased by District School and meet the agreed upon learning objectives (to the extent District School participates in the planning meeting), District School shall not be entitled to refund.

e. It is the responsibility of the District School to participate in a planning call with Contractor a minimum of 2 weeks prior to the delivery of the Professional Services to determine the agreed upon learning outcome. Contractor will plan the delivery of the Professional Service to meet those pre-determined learning outcomes. At times the needs expressed by the participants of the Professional Services event do not exactly match the learning outcomes identified in the pre-planning meeting. Contractor will use commercially reasonable efforts to address those needs as time allows, but Contractor will first focus on fulfilling the learning outcomes agreed to during the pre-planning meeting.

5. To the maximum extent permitted by law, the liability of Contractor shall be limited to direct damages only, thus excluding liability for any other damages such as indirect, special, incidental, consequential or punitive damages (including, but not limited to, lost profits, lost data, lost revenue, lost savings and loss of goodwill).

6. To the maximum extent permitted by law, in no event shall Contractor's aggregate liability with respect to any matters whatsoever arising under or in connection with the Agreement with respect to the District School shall exceed the total fees paid by District School to Contractor under the Agreement within the twelve-month period prior to the date the cause of action giving rise to liability arose. The foregoing liability is cumulative with all payments for claims or damages in connection with the Agreement being aggregated to determine satisfaction of the limit.

Exhibit B

RENAISSANCE®

Quote
2088676

PO Box 8036, Wisconsin Rapids, WI 54495-8036
Phone: (800) 338-4204 | Fax: (877) 280-7642
Federal I.D. 39-1559474
www.renaissance.com

Poudre School District - 246370
2407 Laporte Ave
Fort Collins, CO 80521-2211
Contact: Tracy Stibitz - (970) 482-7420
Email: tstibitz@psdschools.org

Reference ID: 363500
Created: 05/23/2019

Quote Summary	
School Count: 28	
Renaissance Products & Services Total	$139,290.25
Applied Discounts	$(10,205.34)
Shipping and Processing	$0.00
Sales Tax	$0.00
Grand Total	**USD $129,084.91**

This quote includes: Renaissance Accelerated Math, Renaissance Accelerated Reader, Renaissance Star 360, Renaissance Star Early Literacy, Renaissance Star Math and Renaissance Star Reading.

To receive applicable discounts, all orders included on this quote must be received at the same time.

By signing below, you

- agree that this Quote, any other quotes issued to you during the Subscription Period and your use of the Applications, the Hosting Services and Services are subject to the Renaissance Terms of Service and License located at https://doc.renlearn.com/KMNet/R003981304GH3CB5.pdf which are incorporated herein by reference;
- consent to the Terms of Service and License; and
- consent to the collection, use, and disclosure of the personal information of children under the age of 13 as discussed in the applicable Application Privacy Policy located at https://www.renaissance.com/privacy-policy/.

To accept this offer and place an order, please sign and return this Quote.

Renaissance will issue an invoice pursuant to this Quote on the Invoice Date you specify below. If no Invoice Date is listed, Renaissance will issue an invoice within 30 days from the date of this Quote. If your organization requires a purchase order prior to invoicing, please check the box below and issue your purchase order to the Renaissance address below no later than 15 days prior to the Invoice Date. Payment is due net 30 days from the Invoice Date.

If your billing address is different from the address at the top of this Quote, please add that billing address below.

Please check here if your organization requires a purchase order prior to invoicing: [ ]

Renaissance Learning, Inc.	Poudre School District - 246370
Ted Wolf	By:
Name: Ted Wolf	Name:
Title: VP - Corporate Controller	Title:
Date: 05/23/2019	Date:
	Invoice Date:

Mail: PO Box 8036, Wisconsin Rapids, WI 54495-8036
Fax: (877)280-7642
Email: electronicorders@renaissance.com

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Phone: (877)444-3172

If changes are necessary, or additional information is required, please contact your account executive Sher Kerschen at (866)391-5131, Thank You.

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This quote is valid for 30 days. All quotes and orders are subject to availability of merchandise. Professional development expires one year from purchase date. Alterations to this quote will not be honored without Renaissance approval. Please note: Any pricing or discount indicated is subject to change with alterations to the quote. Tax has been estimated and is subject to change without notice. Unless you provide Renaissance with a valid and correct tax exemption certificate applicable to your purchase of product and the product ship-to location, you are responsible for sales and other taxes associated with this order.

United States government and agency transactions into Arizona: The Tax or AZ-TPT item(s) listed on this quote and subsequent invoice(s) is a charge to recover the cost of the Arizona Transaction Privilege Tax ('TPT'). The incidence of the TPT is on Renaissance Learning for the privilege of conducting business in the State of Arizona. Since the tax is not directly imposed on the United States, the constitutional immunity of the United States does not apply.

Hawaii residents only: Orders shipped to Hawaii residents will be subject to the 4.166% (4.712% O'ahu Is.) Hawaii General Excise tax. United States government and agency transactions into Hawaii: The Tax or General Excise Tax item(s) listed on this quote and subsequent invoice(s) is a charge to recover the cost of the Hawaii General Excise Tax. The incidence of the General Excise Tax is on Renaissance Learning for the privilege of conducting business in the State of Hawaii. Since the tax is not directly imposed on the United States, the constitutional immunity of the United States does not apply.

New Mexico residents only: Orders shipped to New Mexico residents will be subject to the 5.125% (Location Code: 88-888) Gross Receipts tax. United States government and agency transactions into New Mexico: The Tax or Gross Receipts Tax item(s) listed on this quote and subsequent invoice(s) is a charge to recover the cost of the New Mexico Gross Receipts Tax. The incidence of the Gross Receipts Tax is on Renaissance Learning for the privilege of conducting business in the State of New Mexico. Since the tax is not directly imposed on the United States, the constitutional immunity of the United States does not apply.

Students can become their most amazing selves — only when teachers truly shine. Renaissance amplifies teachers' effectiveness in the classroom — transforming data into actionable insights to improve learning outcomes. Remember, we're here to ensure your successful implementation. Please allow 30-90 days for installation and set-up.

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Quote
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Quote Details

Bauder Elementary School - 246447

Products & Services	Subscription Period	Quantity	Unit Price	Discount	Total
Renaissance Applications					
Accelerated Reader Subscription Renewal	09/01/2019 - 08/31/2020	270	$7.00	$(151.20)	$1,738.80
Star Reading Subscription Renewal	09/01/2019 - 08/31/2020	270	$4.85	$(104.76)	$1,204.74
Platform Services					
Annual All Product Renaissance Platform Renewal	09/01/2019 - 08/31/2020	1	$750.00	$0.00	$750.00
Professional Services					
Renaissance Smart Start Product Training (included with purchase)		1	$0.00	$0.00	$0.00
		Bauder Elementary School Total		**$(255.96)**	**$3,693.54**

Beattie Elementary School - 246450

Products & Services	Subscription Period	Quantity	Unit Price	Discount	Total
Renaissance Applications					
Accelerated Reader Subscription Renewal	09/01/2019 - 08/31/2020	175	$7.00	$(98.00)	$1,127.00
Star Reading Subscription Renewal	09/01/2019 - 08/31/2020	175	$4.85	$(67.90)	$780.85
Platform Services					
Annual All Product Renaissance Platform Renewal	09/01/2019 - 08/31/2020	1	$750.00	$0.00	$750.00
Professional Services					
Renaissance Smart Start Product Training (included with purchase)		1	$0.00	$0.00	$0.00
		Beattie Elementary School Total		**$(165.90)**	**$2,657.85**

Bennett IB World Elementary School - 246344

Products & Services	Subscription Period	Quantity	Unit Price	Discount	Total
Renaissance Applications					
Accelerated Reader Subscription Renewal	09/01/2019 - 08/31/2020	400	$7.00	$(224.00)	$2,576.00
Star Early Literacy Subscription Renewal	09/01/2019 - 08/31/2020	120	$4.85	$(17.46)	$564.54
Star Math Subscription Renewal	09/01/2019 - 08/31/2020	200	$4.85	$(38.80)	$931.20
Star Reading Subscription Renewal	09/01/2019 - 08/31/2020	250	$4.85	$(97.00)	$1,115.50
Platform Services					
Annual All Product Renaissance Platform Renewal	09/01/2019 - 08/31/2020	1	$750.00	$0.00	$750.00

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Professional Services					
Renaissance Smart Start Product Training (included with purchase)		1	$0.00	$0.00	$0.00
Bennett IB World Elementary School Total				**$(377.26)**	**$5,937.24**

Bethke Elementary School - 2523592

Products & Services	Subscription Period	Quantity	Unit Price	Discount	Total
Renaissance Applications					
Accelerated Reader Subscription Renewal	09/01/2019 - 08/31/2020	450	$7.00	$(252.00)	$2,898.00
Star Early Literacy Subscription Renewal	09/01/2019 - 08/31/2020	450	$4.85	$(65.48)	$2,117.02
Star Math Subscription Renewal	09/01/2019 - 08/31/2020	450	$4.85	$(87.30)	$2,095.20
Star Reading Subscription Renewal	09/01/2019 - 08/31/2020	450	$4.85	$(174.60)	$2,007.90
Platform Services					
Annual All Product Renaissance Platform Renewal	09/01/2019 - 08/31/2020	1	$750.00	$0.00	$750.00
Professional Services					
Renaissance Smart Start Product Training (included with purchase)		1	$0.00	$0.00	$0.00
Bethke Elementary School Total				**$(579.38)**	**$9,868.12**

Cache La Poudre Elem School - 704625

Products & Services	Subscription Period	Quantity	Unit Price	Discount	Total
Renaissance Applications					
Accelerated Reader Subscription Renewal	09/01/2019 - 08/31/2020	240	$7.00	$(134.40)	$1,545.60
Star Math Subscription Renewal	09/01/2019 - 08/31/2020	240	$4.85	$(46.56)	$1,117.44
Star Reading Subscription Renewal	09/01/2019 - 08/31/2020	240	$4.85	$(93.12)	$1,070.88
Platform Services					
Annual All Product Renaissance Platform Renewal	09/01/2019 - 08/31/2020	1	$750.00	$0.00	$750.00
Professional Services					
Renaissance Smart Start Product Training (included with purchase)		1	$0.00	$0.00	$0.00
Cache La Poudre Elem School Total				**$(274.08)**	**$4,483.92**

Cache La Poudre Middle School - 246488

Products & Services	Subscription Period	Quantity	Unit Price	Discount	Total
Renaissance Applications					
Accelerated Reader Subscription Renewal	09/01/2019 - 08/31/2020	300	$7.00	$(168.00)	$1,932.00

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Platform Services					
Annual All Product Renaissance Platform Renewal	09/01/2019 - 08/31/2020	1	$750.00	$0.00	$750.00
Professional Services					
Renaissance Smart Start Product Training (included with purchase)		1	$0.00	$0.00	$0.00
Cache La Poudre Middle School Total				**$(168.00)**	**$2,682.00**

Dunn Elementary School - 246374

Products & Services	Subscription Period	Quantity	Unit Price	Discount	Total
Renaissance Applications					
Accelerated Reader Subscription Renewal	09/01/2019 - 08/31/2020	275	$7.00	$(154.00)	$1,771.00
Star Reading Subscription Renewal	09/01/2019 - 08/31/2020	300	$4.85	$(116.40)	$1,338.60
Platform Services					
Annual All Product Renaissance Platform Renewal	09/01/2019 - 08/31/2020	1	$750.00	$0.00	$750.00
Professional Services					
Renaissance Smart Start Product Training (included with purchase)		1	$0.00	$0.00	$0.00
Dunn Elementary School Total				**$(270.40)**	**$3,859.60**

Eyestone Elementary School - 246585

Products & Services	Subscription Period	Quantity	Unit Price	Discount	Total
Renaissance Applications					
Accelerated Reader Subscription Renewal	09/01/2019 - 08/31/2020	585	$7.00	$(327.60)	$3,767.40
Star Reading Subscription Renewal	09/01/2019 - 08/31/2020	585	$4.85	$(226.98)	$2,610.27
Platform Services					
Annual All Product Renaissance Platform Renewal	09/01/2019 - 08/31/2020	1	$750.00	$0.00	$750.00
Professional Services					
Renaissance Smart Start Product Training (included with purchase)		1	$0.00	$0.00	$0.00
Eyestone Elementary School Total				**$(554.58)**	**$7,127.67**

Harris Bilingual Elementary School - 246399

Products & Services	Subscription Period	Quantity	Unit Price	Discount	Total
Renaissance Applications					
Accelerated Reader Subscription Renewal	09/01/2019 - 08/31/2020	250	$7.00	$(140.00)	$1,610.00
Star Reading Subscription Renewal	09/01/2019 - 08/31/2020	250	$4.85	$(97.00)	$1,115.50

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Platform Services					
Annual All Product Renaissance Platform Renewal	09/01/2019 - 08/31/2020	1	$750.00	$0.00	$750.00
Professional Services					
Renaissance Smart Start Product Training (included with purchase)		1	$0.00	$0.00	$0.00
Harris Bilingual Elementary School Total				**$(237.00)**	**$3,475.50**

Irish Elementary School - 246375

Products & Services	Subscription Period	Quantity	Unit Price	Discount	Total
Renaissance Applications					
Accelerated Reader Subscription Renewal	09/01/2019 - 08/31/2020	275	$7.00	$(154.00)	$1,771.00
Star Reading Subscription Renewal	09/01/2019 - 08/31/2020	275	$4.85	$(106.70)	$1,227.05
Platform Services					
Annual All Product Renaissance Platform Renewal	09/01/2019 - 08/31/2020	1	$750.00	$0.00	$750.00
Professional Services					
Renaissance Smart Start Product Training (included with purchase)		1	$0.00	$0.00	$0.00
Irish Elementary School Total				**$(260.70)**	**$3,748.05**

Johnson Elementary School - 246456

Products & Services	Subscription Period	Quantity	Unit Price	Discount	Total
Renaissance Applications					
Accelerated Reader Subscription Renewal	09/01/2019 - 08/31/2020	275	$7.00	$(154.00)	$1,771.00
Star Reading Subscription Renewal	09/01/2019 - 08/31/2020	350	$4.85	$(135.80)	$1,561.70
Platform Services					
Annual All Product Renaissance Platform Renewal	09/01/2019 - 08/31/2020	1	$750.00	$0.00	$750.00
Professional Services					
Renaissance Smart Start Product Training (included with purchase)		1	$0.00	$0.00	$0.00
Johnson Elementary School Total				**$(289.80)**	**$4,082.70**

Kruse Elementary School - 246429

Products & Services	Subscription Period	Quantity	Unit Price	Discount	Total
Renaissance Applications					
Accelerated Reader Subscription Renewal	09/01/2019 - 08/31/2020	86	$7.00	$(48.16)	$553.84
Platform Services					

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Annual All Product Renaissance Platform Renewal	09/01/2019 - 08/31/2020	1	$750.00	$0.00	$750.00
Professional Services					
Renaissance Smart Start Product Training (included with purchase)		1	$0.00	$0.00	$0.00
			Kruse Elementary School Total	**$(48.16)**	**$1,303.84**

Laurel Elementary School - 246383					
Products & Services	**Subscription Period**	**Quantity**	**Unit Price**	**Discount**	**Total**
Renaissance Applications					
Accelerated Reader Subscription Renewal	09/01/2019 - 08/31/2020	434	$7.00	$(243.04)	$2,794.96
Star Math Subscription Renewal	09/01/2019 - 08/31/2020	400	$4.85	$(77.60)	$1,862.40
Star Reading Subscription Renewal	09/01/2019 - 08/31/2020	425	$4.85	$(164.90)	$1,896.35
Platform Services					
Annual All Product Renaissance Platform Renewal	09/01/2019 - 08/31/2020	1	$750.00	$0.00	$750.00
Professional Services					
Renaissance Smart Start Product Training (included with purchase)		1	$0.00	$0.00	$0.00
			Laurel Elementary School Total	**$(485.54)**	**$7,303.71**

Linton Elementary School - 246428					
Products & Services	**Subscription Period**	**Quantity**	**Unit Price**	**Discount**	**Total**
Renaissance Applications					
Star Math Subscription Renewal	09/01/2019 - 08/31/2020	310	$4.85	$(60.14)	$1,443.36
Star Reading Subscription Renewal	09/01/2019 - 08/31/2020	310	$4.85	$(120.28)	$1,383.22
Platform Services					
Annual All Product Renaissance Platform Renewal	09/01/2019 - 08/31/2020	1	$750.00	$0.00	$750.00
Professional Services					
Renaissance Smart Start Product Training (included with purchase)		1	$0.00	$0.00	$0.00
			Linton Elementary School Total	**$(180.42)**	**$3,576.58**

Lopez Elementary School - 246466					
Products & Services	**Subscription Period**	**Quantity**	**Unit Price**	**Discount**	**Total**
Renaissance Applications					
Star Math Subscription Alignment **	08/01/2019 - 08/31/2019	330	$0.40	$(5.28)	$126.72
Star Math Subscription Renewal	09/01/2019 - 08/31/2020	330	$4.85	$(64.02)	$1,536.48

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Platform Services					
Annual All Product Renaissance Platform Alignment **	08/01/2019 - 08/31/2019	1	$60.00	$0.00	$60.00
Annual All Product Renaissance Platform Renewal	09/01/2019 - 08/31/2020	1	$750.00	$0.00	$750.00
Professional Services					
Renaissance Smart Start Product Training (included with purchase)		1	$0.00	$0.00	$0.00
		Lopez Elementary School Total		**$(69.30)**	**$2,473.20**

McGraw Elementary School - 246462

Products & Services	Subscription Period	Quantity	Unit Price	Discount	Total
Renaissance Applications					
Accelerated Math Student Subscription Renewal	09/01/2019 - 08/31/2020	240	$6.60	$0.00	$1,584.00
Accelerated Reader Subscription Renewal	09/01/2019 - 08/31/2020	205	$7.00	$(114.80)	$1,320.20
Star Early Literacy Subscription Renewal	09/01/2019 - 08/31/2020	135	$4.85	$(19.64)	$635.11
Star Math Subscription Renewal	09/01/2019 - 08/31/2020	145	$4.85	$(28.13)	$675.12
Star Reading Subscription Renewal	09/01/2019 - 08/31/2020	285	$4.85	$(110.58)	$1,271.67
Platform Services					
Annual All Product Renaissance Platform Renewal	09/01/2019 - 08/31/2020	1	$750.00	$0.00	$750.00
Professional Services					
Renaissance Smart Start Product Training (included with purchase)		1	$0.00	$0.00	$0.00
		McGraw Elementary School Total		**$(273.15)**	**$6,236.10**

O'Dea Elementary School - 246423

Products & Services	Subscription Period	Quantity	Unit Price	Discount	Total
Renaissance Applications					
Accelerated Reader Subscription Renewal	09/01/2019 - 08/31/2020	210	$7.00	$(117.60)	$1,352.40
Star Reading Subscription Renewal	09/01/2019 - 08/31/2020	230	$4.85	$(89.24)	$1,026.26
Platform Services					
Annual All Product Renaissance Platform Renewal	09/01/2019 - 08/31/2020	1	$750.00	$0.00	$750.00
Professional Services					
Renaissance Smart Start Product Training (included with purchase)		1	$0.00	$0.00	$0.00
		O'Dea Elementary School Total		**$(206.84)**	**$3,128.66**

Olander Elementary School - 246452

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Products & Services	Subscription Period	Quantity	Unit Price	Discount	Total
Renaissance Applications					
Star Math Subscription Renewal	09/01/2019 - 08/31/2020	100	$4.85	$(19.40)	$465.60
Star Reading Subscription Renewal	09/01/2019 - 08/31/2020	255	$4.85	$(98.94)	$1,137.81
Platform Services					
Annual All Product Renaissance Platform Renewal	09/01/2019 - 08/31/2020	1	$750.00	$0.00	$750.00
Professional Services					
Renaissance Smart Start Product Training (included with purchase)		1	$0.00	$0.00	$0.00
		Olander Elementary School Total		**$(118.34)**	**$2,353.41**

Poudre High School - 246362					
Products & Services	**Subscription Period**	**Quantity**	**Unit Price**	**Discount**	**Total**
Star 360 One-Time Fee		1	$1,599.00	$(1,599.00)	$0.00
Renaissance Applications					
Star 360 Subscription	09/01/2019 - 08/31/2020	100	$13.96	$0.00	$1,396.00
Platform Services					
Annual All Product Renaissance Platform	09/01/2019 - 08/31/2020	1	$750.00	$0.00	$750.00
Professional Services					
90-minute Virtual Onsite Seminar (one topic)		2	$500.00	$0.00	$1,000.00
Renaissance Smart Start Product Training (included with purchase)		1	$0.00	$0.00	$0.00
		Poudre High School Total		**$(1,599.00)**	**$3,146.00**

Putnam Elementary School - 246350					
Products & Services	**Subscription Period**	**Quantity**	**Unit Price**	**Discount**	**Total**
Renaissance Applications					
Accelerated Reader Subscription Renewal	09/01/2019 - 08/31/2020	134	$7.00	$(75.04)	$862.96
Star Reading Subscription Renewal	09/01/2019 - 08/31/2020	134	$4.85	$(51.99)	$597.91
Platform Services					
Annual All Product Renaissance Platform Renewal	09/01/2019 - 08/31/2020	1	$750.00	$0.00	$750.00
Professional Services					
Renaissance Smart Start Product Training (included with purchase)		1	$0.00	$0.00	$0.00
		Putnam Elementary School Total		**$(127.03)**	**$2,210.87**

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Red Feather Lakes Elementary School - 246578					
Products & Services	**Subscription Period**	**Quantity**	**Unit Price**	**Discount**	**Total**
Renaissance Applications					
Accelerated Reader Subscription Renewal	09/01/2019 - 08/31/2020	85	$7.00	$(47.60)	$547.40
Star Math Subscription Renewal	09/01/2019 - 08/31/2020	85	$4.85	$(16.49)	$395.76
Star Reading Subscription Renewal	09/01/2019 - 08/31/2020	85	$4.85	$(32.98)	$379.27
Platform Services					
Annual All Product Renaissance Platform Renewal	09/01/2019 - 08/31/2020	1	$750.00	$0.00	$750.00
Professional Services					
Renaissance Smart Start Product Training (included with purchase)		1	$0.00	$0.00	$0.00
Red Feather Lakes Elementary School Total				**$(97.07)**	**$2,072.43**

Rice Elementary School - 2355731					
Products & Services	**Subscription Period**	**Quantity**	**Unit Price**	**Discount**	**Total**
Renaissance Applications					
Accelerated Reader Subscription Renewal	09/01/2019 - 08/31/2020	325	$7.00	$(182.00)	$2,093.00
Star Math Subscription Renewal	09/01/2019 - 08/31/2020	325	$4.85	$(63.05)	$1,513.20
Star Reading Subscription Renewal	09/01/2019 - 08/31/2020	400	$4.85	$(155.20)	$1,784.80
Platform Services					
Annual All Product Renaissance Platform Renewal	09/01/2019 - 08/31/2020	1	$750.00	$0.00	$750.00
Professional Services					
Renaissance Smart Start Product Training (included with purchase)		1	$0.00	$0.00	$0.00
Rice Elementary School Total				**$(400.25)**	**$6,141.00**

Riffenburgh Elementary School - 246405					
Products & Services	**Subscription Period**	**Quantity**	**Unit Price**	**Discount**	**Total**
Renaissance Applications					
Accelerated Reader Subscription Renewal	09/01/2019 - 08/31/2020	450	$7.00	$(252.00)	$2,898.00
Star Reading Subscription Renewal	09/01/2019 - 08/31/2020	485	$4.85	$(188.18)	$2,164.07
Platform Services					
Annual All Product Renaissance Platform Renewal	09/01/2019 - 08/31/2020	1	$750.00	$0.00	$750.00
Professional Services					
Renaissance Smart Start Product Training (included with purchase)		1	$0.00	$0.00	$0.00

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Riffenburgh Elementary School Total	**$(440.18)**	**$5,812.07**

Rocky Mountain High School - 246442					
Products & Services	**Subscription Period**	**Quantity**	**Unit Price**	**Discount**	**Total**
Renaissance Applications					
Star 360 Subscription Alignment **	08/01/2019 - 08/31/2019	100	$1.60	$0.00	$160.00
Star 360 Subscription Additional Student Alignment **	08/01/2019 - 08/31/2019	75	$1.10	$0.00	$82.50
Star 360 Subscription Renewal	09/01/2019 - 08/31/2020	100	$20.00	$0.00	$2,000.00
Star 360 Subscription Additional Student Renewal	09/01/2019 - 08/31/2020	75	$14.00	$0.00	$1,050.00
Professional Services					
90-minute Virtual Onsite Seminar (one topic)		2	$500.00	$(1,000.00)	$0.00
Renaissance Smart Start Product Training (included with purchase)		1	$0.00	$0.00	$0.00
Rocky Mountain High School Total				**$(1,000.00)**	**$3,292.50**

Tavelli Elementary School - 246386					
Products & Services	**Subscription Period**	**Quantity**	**Unit Price**	**Discount**	**Total**
Renaissance Applications					
Accelerated Reader Subscription Renewal	09/01/2019 - 08/31/2020	500	$7.00	$(280.00)	$3,220.00
Star Early Literacy Subscription Renewal	09/01/2019 - 08/31/2020	206	$4.85	$(29.97)	$969.13
Star Math Subscription Renewal	09/01/2019 - 08/31/2020	500	$4.85	$(97.00)	$2,328.00
Star Reading Subscription Renewal	09/01/2019 - 08/31/2020	500	$4.85	$(194.00)	$2,231.00
Platform Services					
Annual All Product Renaissance Platform Renewal	09/01/2019 - 08/31/2020	1	$750.00	$0.00	$750.00
Professional Services					
Renaissance Smart Start Product Training (included with purchase)		1	$0.00	$0.00	$0.00
Tavelli Elementary School Total				**$(600.97)**	**$9,498.13**

Traut Core Knowledge Education Center - 246389					
Products & Services	**Subscription Period**	**Quantity**	**Unit Price**	**Discount**	**Total**
Star Math One-Time Fee		1	$1,599.00	$0.00	$1,599.00
Renaissance Applications					
Star Early Literacy Subscription Renewal	09/01/2019 - 08/31/2020	160	$4.85	$(23.28)	$752.72
Star Math Subscription	09/01/2019 - 08/31/2020	400	$4.85	$(77.60)	$1,862.40

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Star Reading Subscription Renewal	09/01/2019 - 08/31/2020	455	$4.85	$(176.54)	$2,030.21
Platform Services					
Annual All Product Renaissance Platform Renewal	09/01/2019 - 08/31/2020	1	$750.00	$0.00	$750.00
Professional Services					
Renaissance Smart Start Product Training (included with purchase)		1	$0.00	$0.00	$0.00
Traut Core Knowledge Education Center Total				**$(277.42)**	**$6,994.33**

Werner Elementary School - 246435

Products & Services	Subscription Period	Quantity	Unit Price	Discount	Total
Renaissance Applications					
Accelerated Reader Subscription Renewal	09/01/2019 - 08/31/2020	300	$7.00	$(168.00)	$1,932.00
Star Math Subscription Renewal	09/01/2019 - 08/31/2020	200	$4.85	$(38.80)	$931.20
Star Reading Subscription Renewal	09/01/2019 - 08/31/2020	400	$4.85	$(155.20)	$1,784.80
Platform Services					
Annual All Product Renaissance Platform Renewal	09/01/2019 - 08/31/2020	1	$750.00	$0.00	$750.00
Professional Services					
Renaissance Smart Start Product Training (included with purchase)		1	$0.00	$0.00	$0.00
Werner Elementary School Total				**$(362.00)**	**$5,398.00**

Zach Elementary School - 1516541

Products & Services	Subscription Period	Quantity	Unit Price	Discount	Total
Renaissance Applications					
Accelerated Reader Subscription Renewal	09/01/2019 - 08/31/2020	500	$7.00	$(280.00)	$3,220.00
Star Early Literacy Subscription Renewal	09/01/2019 - 08/31/2020	20	$4.85	$(2.91)	$94.09
Star Math Subscription Renewal	09/01/2019 - 08/31/2020	50	$4.85	$(9.70)	$232.80
Star Reading Subscription Renewal	09/01/2019 - 08/31/2020	500	$4.85	$(194.00)	$2,231.00
Platform Services					
Annual All Product Renaissance Platform Renewal	09/01/2019 - 08/31/2020	1	$750.00	$0.00	$750.00
Professional Services					
Renaissance Smart Start Product Training (included with purchase)		1	$0.00	$0.00	$0.00
Zach Elementary School Total				**$(486.61)**	**$6,527.89**

**This item is pro-rated for less than full year subscription period.

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2018/2019 Renaissance pricing for Poudre School District. This is based on the current quote # 1920222.

Unit Pricing for Poudre

Accelerated Reading	Star Early Literacy	Star Reading	Star Math	Math Facts
$6.30	$4.70	$4.32	$4.51	$2.70

Each school will also have $635 for hosting fees and will have Smart Start Product Training included at no cost.

Thank you,

Sher Kerschen
Account Executive – CO, WY
(866) 391 5131
CO, WY

In association with:
Andrea Galván
Account Executive
1-877-988-6657

Exhibit C

Poudre School District
February 7, 2017

Response to data privacy questions

The Renaissance Place platform hosts all Renaissance applications, item banks, and resulting student data. It is a closed system. This means that the secure web-based servers, storage, and SQL databases that support Renaissance Place are dedicated hardware that is used only for that purpose. Each customer has its own, segregated database on an SQL instance, and all customer data is stored in dedicated storage arrays on our storage area network (SAN).

Each school or district that uses our products has its own unique Renaissance Place URL, and each user is assigned unique login credentials, which must be authenticated before the user can access the corresponding Renaissance Place site.

Renaissance strictly limits the amount of personally identifiable information it collects. Table 1 (below) lists required and optional student and staff information that may be collected via Renaissance Place. Information listed as optional is collected only at the direction of Poudre School District. Aggregate data is data that has been stripped of personally identifiable information (PII).

Table 1. Renaissance Place may be used to collect a range of student and staff data.

Information that may be collected	Required or optional	Part of aggregate data for research
Student information		
Assessment information	Required	Yes
First name	Required	No
Last name	Required	No
Preferred name	Optional	No
Username (auto-generated if not entered)	Required	No
Password	Required	No
School enrollment	Required	No
Local student ID (auto-generated if not entered)	Required	No
Grade level	Required	Yes

Information that may be collected	Required or optional	Part of aggregate data for research
Gender	Optional	Yes
Student ID	Optional	No
Date of birth	Optional	No
Ethnicity	Optional	Yes
Primary language	Optional	No
Demographic characteristics	Optional	Yes
Staff information		
Teacher's preferred salutation	Optional	No
Preferred first name	Optional	No
Middle name	Optional	NO
Last name	Optional	No
State personnel ID	Optional	No
Primary position	Optional	No
Gender	Optional	No

Districts own the data maintained in Renaissance Place

Data ownership rests with the school or district that uses Renaissance's hosted services. The school or district is the only entity that may access and manage student-level data, including adding, editing, or deleting information about the district schools, school years, personnel, students, courses, and classes. Renaissance retains activity records—which are stripped of any personally identifiable information—in perpetuity. Renaissance uses this anonymous data:

- To maintain and improve the performance or functionality of our educational products
- To develop new content for existing products
- For general educational research purposes
- For adaptive learning purposes
- For customized student learning

- To develop and improve educational sites, services, or applications
- To demonstrate the effectiveness of our products

Renaissance strictly limits third-party access to data

Only Renaissance employees or approved agents of Renaissance are allowed access to data, and that access is limited to the extent needed to perform the functions for which staff or agents are hired. For instance, Renaissance regularly undergoes independent security reviews, audits, and penetration and vulnerability assessments that are conducted by third-party firms.

All Renaissance employees and approved agents must sign a legally enforceable nondisclosure agreement prior to the start of their tenure or project. Employees and agents are obligated to protect all data and ensure its security, including immediately reporting any suspected or known security breaches, data theft, unauthorized release, or unauthorized interception of customer data.

No third parties collect data. Renaissance will not disclose any student or teacher information from customer databases to any third party without prior written consent. No external parties or vendors have access to and/or share the responsibility of housing the data Renaissance collects. Any external individuals or entities that wish to use Renaissance customer or student data for research or further study must coordinate those efforts via our research department.

Response to third-party data access inquiry

Renaissance strictly limits access to the personally identifiable information it is entrusted to protect. Our third-party contractors are bound by the same confidentiality standards, obligations, and consequences as Renaissance employees. It is exceedingly rare that third-party contractors actually come into contact with personally identifiable information. Third-party contractors that have access to the same hosted environment where personally identifiable information resides are:

- Amazon Web Services (application hosting provider)
- Wisconsin Independent Networks (data center co-location provider)
- COG1 (development/engineering)
- Solliance (development/engineering)
- Bletchley Park LLC (development/engineering)
- Jayson Minard (development/engineering)

Please note that each district owns its data, including personally identifiable information. Should the district wish to share its Renaissance-generated data to a third party, such as another application provider or its state department of education, the district must initiate that process. At no time will Renaissance initiate the release of district information.