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## **STATE OF OKLAHOMA CONTRACT WITH LEXIA LEARNING SYSTEMS**

This State of Oklahoma Contract is entered into between the State of Oklahoma by and through the Oklahoma State Department of Education and Lexia Learning Systems (“Supplier”) and is effective as of the effective date set forth on a properly issued purchase order or, if no effective date is listed, the date of last signature to this Contract. The initial term of the Contract shall be for one (1) year with ten (10) one-year options to renew. The total spend shall not exceed \$27.5 million for the duration of the entire contract including the initial term and all ten renewal options and shall not exceed \$2.5 million for any individual year of the contract.

### **Purpose**

The State is awarding this Contract to Supplier for the provision of Professional Development based on the Science of Reading, as is more particularly described in certain Contract Documents. Supplier submitted a proposal containing exceptions to the Solicitation, Supplier submitted additional terms and Supplier submitted Value Added Offerings. This Contract memorializes the agreement of the parties with respect to negotiated terms of the Contract that is being awarded to Supplier.

Now, therefore, in consideration of the foregoing and the mutual promises set forth herein, the receipt and sufficiency of which are hereby acknowledged the parties agree as follows:

1. The parties agree that Supplier has not yet begun performance of work under this Contract. Issuance of a purchase order is required prior to payment to a Supplier.
2. The following Contract Documents are attached hereto and incorporated herein:
  - 2.1. Solicitation EV00000680, Attachment A;
  - 2.2. Mandatory & Non-Mandatory Specifications and Pricing, Exhibits 1, 2 and 3;
  - 2.3. General Terms, Attachment B;
  - 2.4. Agency Specific Terms, Attachment C;
  - 2.5. Additional Terms, Attachment E-1;
  - 2.6. Pricing, Attachment E-2;
  - 2.7. Value Added Offerings, Attachment E-3;
  - 2.8. Vendor’s Response to Specifications and Requirements, Attachment E-4; and
  - 2.9. Federal Funding Terms, Attachment G.
3. The parties additionally agree:
  - 3.2. Except for and information deemed confidential by the State pursuant to applicable law, rule, regulation or policy, the parties agree Contract terms and information are not confidential and are disclosable without further approval of or notice to Supplier.
  - 3.3. To the extent any term or condition in any Contract Document, including via a hyperlink or uniform resource locator, conflicts with an applicable Oklahoma and/or United States

law or regulation, such term or condition is void and unenforceable. By executing any Contract Document which contains a conflicting term or condition, the State or Customer makes no representation or warranty regarding the enforceability of such term or condition and the State or Customer does not waive the applicable Oklahoma and/or United States law or regulation which conflicts with the term or condition.

4. Payment obligations rest solely with the Oklahoma State Department of Education.

Please send invoices and billing inquiries to:

Oklahoma State Department of Education  
Oliver Hodge Building  
2500 North Lincoln Boulevard  
Oklahoma City, Oklahoma 73105  
United States

Email: [SDEAccountspayable@sde.ok.gov](mailto:SDEAccountspayable@sde.ok.gov)

5. The Lexia Aspire Professional Learning and Lexia Success Partnerships value-added offerings are included in the scope of this Contract and may be utilized at a future date by the Oklahoma State Department of Education, subject to the following conditions: The Supplier and the State shall engage in good faith negotiations to determine the pricing for such value-added offerings at the time the State elects to utilize them. Upon mutual agreement on the pricing, the parties shall execute a formal written Amendment to this Contract to incorporate the agreed-upon pricing and any additional relevant terms.
6. Any reference to a Contract Document refers to such Contract Document as it may have been amended. If and to the extent any provision is in multiple documents and addresses the same or substantially the same subject matter but does not create an actual conflict, the more recent provision is deemed to supersede earlier versions.
7. The undersigned Agency hereby attests that any required terms and conditions based on a Federal Award applicable to this Contract are included herein.


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**SIGNATURES**

The undersigned represent and warrant that they are authorized, as representatives of the party on whose behalf they are signing, to sign this Contract and to bind their respective party thereto.

**STATE OF OKLAHOMA**  
**by and through the OKLAHOMA STATE**  
**DEPARTMENT OF EDUCATION**

**LEXIA LEARNING SYSTEMS**

By:   
Tom Newell (Nov 4, 2025 12:15:41 CST)

By:   
Nick Gaehde (Oct 28, 2025 16:06:11 EDT)

Name: Tom Newell

Name: Nick Gaehde

Title: Chief of Staff

Title: President

Date: Nov 4, 2025

Date: Oct 28, 2025

The Chief Information Officer is signing solely to approve the Contract pursuant to 62 O.S., § 34.11.1 concerning procurement of Information Technology and/or Telecommunications.

By:   
Dan Cronin (Nov 4, 2025 12:58:16 CST)

Name: Dan Cronin

Title: Chief Information Officer/Chief Transformation Officer

Date: Nov 4, 2025

# Attachment A

## Solicitation No. EV00000680

This Solicitation is a Contract Document and is a request for proposal in connection with the Contract awarded on behalf of the Oklahoma State Department of Education (OSDE) by and through the Office of Management and Enterprise Services as more particularly described below. Any defined term used herein but not defined herein shall have the meaning ascribed in the General Terms or other Contract document.

### I. PURPOSE

The Office of Management and Enterprise Services (OMES), Central Purchasing Division, is seeking responses on behalf of Oklahoma State Department of Education (OSDE) from potential Suppliers to provide a contract for the purchase of professional development based on the science of reading. The professional development must address early literacy and administrators, at minimum, and meet the requirements of state statute for professional development in the science of reading, as defined in Section 1210.508D of Title 70. This contract is to provide a state-provided professional development course for Oklahoma educators that will allow for common knowledge and improvement in student achievement. A Contract resulting from this Solicitation may be designated for use as a Statewide Contract.<sup>1</sup>

The Contract is awarded on behalf of OSDE for specialized literacy professional development courses to support the Oklahoma Science of Reading Academies, which aims to bridge instructional knowledge gaps in literacy and improve educators' ability to deliver evidence-based literacy instruction. The OSDE seeks an organization that can provide comprehensive, high-quality training in the science of reading, both in-person and online, for educators across Oklahoma. The selected entity will implement a course(s) aligned with current research, facilitate professional learning for effective teaching of foundational literacy skills, and support sustainable learning outcomes across the state.

#### 1. Contract Term and Renewal Options:

- 1.1. The initial Contract term, which begins on the effective date of the Contract, is one year and there are ten (10) one-year options to renew the Contract.

#### 2. Solicitation Criterion:

##### 2.1. The Bid will be evaluated using a best value criterion, based on the following:

- i. Mandatory Specifications
- ii. Non-Mandatory Specifications
- iii. Price

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<sup>1</sup> 74 O.S. 85.5(G)(3)

**2.2 Specifications and Requirements:**

- i. The Bid Response must reflect the following requirements for each Mandatory Specifications.

[See Mandatory Specifications, Exhibit 1]

- ii. The Bid Response should show the ability of the Bidder to meet or exceed the following Non-Mandatory Requirements:

[See Non-Mandatory Requirements, Exhibit 2]

- iii. Pricing/Cost shall be proposed using the template titled Pricing.

[See Template Titled Pricing, Exhibit 3]

**2.2. Value-added products and/or services within scope of the Acquisition may be included in the Bid**

**3. Additional Requirements requested:**

3.1. Executive Summary and Company Information in Section 2

- 3.1.1. Elaborate as much as possible on item e. Statewide size experience.

3.2. Offer to Value-Added to be included in Section 10

## **I. STATE OF OKLAHOMA NON-NEGOTIABLE GENERAL TERMS**

In addition to other terms contained in an applicable Contract document, Supplier and State agree to the following General Terms:

### **1 Scope and Contract Renewal**

- 1.1** Supplier may not add products or services to its offerings under the Contract without the State's prior written approval. Such request may require a competitive bid of the additional products or services. If the need arises for goods or services outside the scope of the Contract, Supplier shall contact the State.
- 1.2** At no time during the performance of the Contract shall the Supplier have the authority to obligate any Customer for payment for any products or services (a) when a corresponding encumbering document is not signed or (b) over and above an awarded Contract amount. Likewise, Supplier is not entitled to compensation for a product or service provided by or on behalf of Supplier that is neither requested nor accepted as satisfactory.
- 1.3** If applicable, prior to any Contract renewal, the State shall subjectively consider the value of the Contract to the State, the Supplier's performance under the Contract, and shall review certain other factors, including but not limited to the: a) terms and conditions of Contract documents to determine validity with current State and other applicable statutes and rules; b) current pricing and discounts offered by Supplier; and c) current products, services and support offered by Supplier. If the State determines changes to the Contract are required as a condition precedent to renewal, the State and Supplier will cooperate in good faith to evidence such required changes in an Amendment. Further, any request for a price increase in connection with a renewal or otherwise will be conditioned on the Supplier providing appropriate documentation supporting the request.
- 1.4** Upon mutual agreement, the Parties may extend the Contract for ninety (90) days beyond a final renewal term. The Parties may to the extent allowable by law, choose to exercise subsequent ninety (90) day extensions.
- 1.5** Supplier understands that supplier registration expires annually and, pursuant to OAC 260:115-3-3, Supplier shall maintain its supplier registration with the State as a precondition to a renewal of the Contract.

### **2 Contract Effectiveness**

- 2.1 Unless specifically agreed in writing otherwise, the Contract is effective upon the date last signed by the parties. Supplier shall not commence work, commit funds, incur costs, or in any way act to obligate the State until a proper purchase order has been issued.
- 2.2 Any Contract document shall be legibly written in ink or typed. All Contract transactions, and any Contract document related thereto, may be conducted by electronic means pursuant to the Oklahoma Uniform Electronic Transactions Act.

### **3 Modification of Contract Terms and Contract documents**

- 3.1 The Contract may only be modified, amended, or expanded by an Amendment. Any change to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials made unilaterally by the Supplier, is a material breach of the Contract. Unless otherwise specified by applicable law or rules, such changes, including without limitation, any unauthorized written Contract modification, shall be void and without effect and the Supplier shall not be entitled to any claim under the Contract based on those changes. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the Contract.
- 3.2 Any additional terms on an ordering document provided by Supplier are of no effect and are void unless mutually executed. OMES bears no liability for performance, payment or failure thereof by the Supplier or by a Customer other than OMES in connection with an Acquisition.
- 3.3 Except for information deemed confidential by the State pursuant to applicable law, rule, regulation, or policy, the parties agree Contract terms are not confidential and are disclosable without further approval of or notice to Supplier.
- 3.4 Unless mutually agreed to in writing by the State of Oklahoma by and through the Office of Management and Enterprise Services, no Contract document or other terms and conditions or clauses, including via a hyperlink or uniform resource locator, shall supersede or conflict with the terms of this Contract or expand the State's or Customer's liability or reduce the rights of Customer or the State.

**3.5** To the extent any term or condition in any Contract document, including via a hyperlink or uniform resource locator, conflicts with an applicable Oklahoma and/or United States law or regulation, such term or condition is void and unenforceable. By executing any Contract document which contains a conflicting term or condition, the State or Customer makes no representation or warranty regarding the enforceability of such term or condition and the State or Customer does not waive the applicable Oklahoma and/or United States law or regulation which conflicts with the term or condition.

#### **4 Pricing**

**4.1** Pursuant to 68 O.S. §§ 1352, 1356, and 1404, State agencies are exempt from the assessment of State sales, use, and excise taxes. Further, State agencies and political subdivisions of the State are exempt from Federal Excise Taxes pursuant to Title 26 of the United States Code. Any taxes of any nature whatsoever payable by the Supplier shall not be reimbursed.

**4.2** Pursuant to 74 O.S. §85.40, all travel expenses of Supplier must be included in the total Acquisition price.

**4.3** The price of a product offered under the Contract shall include and Supplier shall prepay all shipping, packaging, delivery and handling fees. All product deliveries will be free on board Customer's Destination. No additional fees shall be charged by Supplier for standard shipping and handling. If Customer requests expedited or special delivery, Customer may be responsible for any charges for expedited or special delivery

**4.4** Any product to be delivered pursuant to the Contract shall be subject to final inspection and acceptance by the Customer at Destination. The Customer assumes no responsibility for a product until accepted by the Customer. Title and risk of loss or damage to a product shall be the responsibility of the Supplier until accepted. The Supplier shall be responsible for filing, processing, and collecting any and all damage claims accruing prior to acceptance

**4.5** Pursuant to OAC 260:115-9-1, payment for an Acquisition does not constitute final acceptance of the Acquisition. If subsequent inspection affirms that the Acquisition does not meet or exceed the specifications of the order or that the Acquisition has a latent defect, the Supplier shall be notified as soon as is reasonably practicable. The Supplier shall retrieve and

replace the Acquisition at Supplier's expense or, if unable to replace, shall issue a refund to Customer. Refund under this section shall not be an exclusive remedy.

## **5 Invoices and Payments**

**5.1** Supplier shall be paid upon submission of a proper invoice(s) at the prices stipulated in the Contract in accordance with 74 O.S. §85.44B which requires that payment be made only after products have been provided and accepted or services rendered and accepted This section shall not prohibit the payment of membership dues or payment for subscriptions to magazines, periodicals or books or for payment to vendors providing subscription services under 74 O.S. 85.44B.

The following terms additionally apply:

- A.** An invoice shall contain the purchase order number, description of products or services provided and the dates of such provision.
- B.** Failure to provide a timely and proper invoice may result in delay of processing the invoice for payment. Proper invoice is defined at OAC 260:10-1-2.
- C.** Payment of all fees under the Contract shall be due NET 30 days, but shall not be deemed late until 45 days. Payment and interest on late payments are governed by 62 O.S. §34.72. Such interest is the sole and exclusive remedy for late payments by a State agency and no other late fees are authorized to be assessed pursuant to Oklahoma law.
- D.** The date from which an applicable early payment discount time is calculated shall be from the receipt date of a proper invoice. There is no obligation, however, to utilize an early payment discount.
- E.** If an overpayment or underpayment has been made to Supplier any subsequent payments to Supplier under the Contract may be adjusted to correct the account. A written explanation of the adjustment will be issued to Supplier.
- F.** If the Supplier accepts payment by Purchase Card they shall do so according to Oklahoma law.

## **6 Oklahoma Open Records Act**

Supplier acknowledges that all State agencies and certain other Customers are subject to the Oklahoma Open Records Act set forth at 51 O.S. §24A-1 et seq. Supplier also acknowledges that compliance with the Oklahoma Open Records Act and all opinions of the Oklahoma Attorney General concerning the Act is required. Customer may be provided access to Supplier Confidential Information. State agencies are subject to the Oklahoma Open Records Act and Supplier acknowledges information marked confidential information will be disclosed to the extent permitted under the Open Records Act and in accordance with this section. Nothing herein is intended to waive the State Purchasing Director's authority under OAC 260:115-3-9 in connection with Bid information requested to be held confidential by a Bidder. Notwithstanding the foregoing, Supplier Confidential Information shall not include information that: (i) is or becomes generally known or available by public disclosure, commercial use or otherwise and is not in contravention of this Contract; (ii) is known and has been reduced to tangible form by the receiving party before the time of disclosure for the first time under this Contract and without other obligations of confidentiality; (iii) is independently developed without the use of any of Supplier Confidential Information; (iv) is lawfully obtained from a third party (without any confidentiality obligation) who has the right to make such disclosure or (v) pricing provided to the State. In addition, the obligations in this section shall not apply to the extent that the applicable law or regulation requires disclosure of Supplier Confidential Information, provided that the Customer provides reasonable written notice, pursuant to Contract notice provisions, to the Supplier so that the Supplier may promptly seek a protective order or other appropriate remedy.

## **7 Conflict of Interest**

In addition to any requirement of law or of a professional code of ethics or conduct, the Supplier, its employees are required to disclose any outside activity or interest that conflicts or may conflict with the best interest of the State. Prompt disclosure is required under this section if the activity or interest is related, directly or indirectly, to any person or entity currently under contract with or seeking to do business with the State, its employees or any other third-party individual or entity awarded a contract with the State. Further, as long as the Supplier has an obligation under the Contract, any plan, preparation or engagement in any such activity or interest shall not occur without prior written approval of the State. Any conflict of interest shall, at the sole discretion of the State, be grounds for partial or whole termination of the Contract.

## **8 State Shall Not Indemnify**

The State of Oklahoma cannot lawfully agree to indemnify a private contractor. The credit of the State shall not be given, pledged, or loaned to any individual, company, corporation, or association, municipality, or political subdivision of the State pursuant to Oklahoma Constitution article 10, Section 15, OAC 260:115-7-32(k)(3)(A) and Attorney General Opinion 2012-18.

**9 Indemnification Coordination of Defense**

**9.1** In connection with indemnification obligations under the Contract, when a State agency is a named defendant in any filed or threatened lawsuit, the defense of the State agency shall be coordinated by the Attorney General of Oklahoma, or the Attorney General may authorize the Supplier to control the defense and any related settlement negotiations; provided, however, Supplier shall not agree to any settlement of claims against the State without obtaining advance written concurrence from the Attorney General. If the Attorney General does not authorize sole control of the defense and settlement negotiations to Supplier, Supplier shall have authorization to equally participate in any proceeding related to the indemnity obligation under the Contract and shall remain responsible to indemnify the applicable Indemnified Parties.

**10 Termination for Funding Insufficiency**

**10.1** Notwithstanding anything to the contrary in any Contract document, the State may terminate the Contract in whole or in part if funds sufficient to pay obligations under the Contract are not appropriated or received from an intended third-party funding source. In the event of such insufficiency, Supplier will be provided at least fifteen (15) calendar days' written notice of termination. Any partial termination of the Contract under this section shall not be construed as a waiver of, and shall not affect, the rights and obligations of any party regarding portions of the Contract that are not terminated. The determination by the State of insufficient funding shall be accepted by, and shall be final and binding on, the Supplier.

**10.2** Upon receipt of notice of a termination, Supplier shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the notice. If a purchase order or other payment mechanism has been issued and a product or service has been accepted as satisfactory prior to the effective date of termination, the termination does not relieve an obligation to pay for the product or service but there shall not be any liability for further payments ordinarily due under the Contract or for any damages or other amounts caused by or associated with such termination. .

**10.3** The State's exercise of its right to terminate the Contract under this section shall not be considered a default or breach under the Contract or relieve the Supplier of any liability for claims arising under the Contract.

**11 Suspension of Supplier**

**11.1** Supplier may be subject to Suspension without advance notice and may additionally be suspended from activities under the Contract if Supplier fails to comply with confidentiality, privacy, security, environmental or safety requirements applicable to Supplier's performance or obligations under the Contract.

**11.2** Upon receipt of a notice pursuant to this section, Supplier shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the notice. If a purchase order or other payment mechanism has been issued and a product or service has been accepted as satisfactory prior to receipt of notice by Supplier, the Suspension does not relieve an obligation to pay for the product or service but there shall not be any liability for further payments ordinarily due under the Contract during a period of Suspension or suspended activity or for any damages or other amounts caused by or associated with such Suspension or suspended activity. A right exercised under this section shall not be an exclusive remedy but shall be in addition to any other rights and remedies provided for by law. Any amount paid to Supplier in the form of prepaid fees attributable to a period of Suspension or suspended activity shall be refunded.

**11.3** Such Suspension may be removed, or suspended activity may resume, at the earlier of such time as a formal notice is issued that authorizes the resumption of performance under the Contract or at such time as a purchase order or other appropriate encumbrance document is issued. This subsection is not intended to operate as an affirmative statement that such resumption will occur.

**12 Certification Regarding Debarment, Suspension, and Other Responsibility Matters**

The certification made by Supplier with respect to Debarment, Suspension, certain indictments, convictions, civil judgments and terminated public contracts is a material representation of fact upon which reliance was placed when entering into the Contract. A determination that Supplier knowingly rendered an erroneous certification, in

addition to other available remedies, may result in whole or partial termination of the Contract for Supplier's default. Additionally, Supplier shall promptly provide written notice to the State Purchasing Director if the certification becomes erroneous due to changed circumstances.

### **13 Certification Regarding State Employees Prohibition From Fulfilling Services**

Pursuant to 74 O.S. § 85.42, the Supplier certifies that no person involved in any manner in development of the Contract employed by the State shall be employed to fulfill any services provided under the Contract.

### **14 Notices**

All notices, approvals or requests allowed or required by the terms of any Contract shall be in writing, reference the Contract with specificity and deemed delivered upon receipt or upon refusal of the intended party to accept receipt of the notice. Notice information may be updated in writing to the other party as necessary.

In addition to other notice requirements in the Contract and the designated Supplier contact provided in a successful Bid, notices shall be sent to the State at the email address set forth below.

Notwithstanding any other provision of the Contract, confidentiality, breach and termination-related notices shall be delivered to the address below in addition to e- mail.

#### **If sent to the State:**

State Purchasing Director  
2401 North Lincoln Blvd., Second Floor  
Oklahoma City, Oklahoma 73105

#### **With a copy, which shall not constitute notice, to:**

Purchasing Division Deputy General Counsel  
2401 North Lincoln Blvd., Second Floor  
Oklahoma City, Oklahoma 73105

### **15 Miscellaneous**

#### **15.1 Choice of Law and Venue**

Any claim, dispute, or litigation relating to the Contract documents, in the singular or in the aggregate, shall be governed by the laws of the State of

Oklahoma without regard to application of choice of law principles. Pursuant to 74 O.S. §85.7(F), where Federal awards are involved, applicable federal laws, rules and regulations shall govern to the extent necessary to insure ensure compliance with the terms of the Federal award. Venue for any action, claim, dispute, or litigation relating in any way to the Contract documents, shall be in Oklahoma County, Oklahoma. The State expressly declines any terms that minimize its rights under Oklahoma Law, including but not limited to, Statutes of Limitations.

### **15.2 Employment Relationship**

The Contract does not create an employment relationship. Individuals providing products or performing services pursuant to the Contract are not employees of the State or Customer and, accordingly are not eligible for any rights or benefits whatsoever accruing to such employees.

### **15.3 Failure to Enforce**

Failure by the State or a Customer at any time to enforce a provision of, or exercise a right under, the Contract shall not be construed as a waiver of any such provision. Such failure to enforce or exercise shall not affect the validity of any Contract document, or any part thereof, or the right of the State or a Customer to enforce any provision of, or exercise any right under, the Contract at any time in accordance with its terms. Likewise, a waiver of a breach of any provision of a Contract document shall not affect or waive a subsequent breach of the same provision or a breach of any other provision in the Contract.

### **15.4 Invalid Term or Condition**

To the extent any term or condition in the Contract conflicts with a compulsory applicable State or United States law or regulation, such Contract term or condition is void and unenforceable. By executing any Contract document which contains a conflicting term or condition, no representation or warranty is made regarding the enforceability of such term or condition. Likewise, any applicable State or federal law or regulation which conflicts with the Contract or any non-conflicting applicable State or federal law or regulation is not waived.

### **15.5 Severability**

If any provision of a Contract document, or the application of any term or condition to any party or circumstances, is held invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable and the application of such provision to other parties or circumstances shall remain valid and in full force and effect. If a court finds that any provision of this contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

#### **15.6 Section Headings**

The headings used in any Contract document are for convenience only and do not constitute terms of the Contract.

#### **15.7 Sovereign Immunity**

Notwithstanding any provision in the Contract, the Contract is entered into subject to the State's Constitution, statutes, common law, regulations, and the doctrine of sovereign immunity, none of which are waived by the State nor any other right or defense available to the State; provided, however, that the parties hereby agree that the doctrine of sovereign immunity does not apply to actions grounded in contract and therefore does not prohibit Supplier from pursuing claims arising under the Contract against the State and Customers.

#### **15.8 Survival**

As applicable, performance under all license, subscription, service agreements, statements of work, transition plans and other similar Contract documents entered into between the parties under the terms of the Contract shall survive Contract expiration. Additionally, rights and obligations under the Contract which by their nature should survive including, without limitation, certain payment obligations invoiced prior to expiration or termination; confidentiality obligations; security incident and data breach obligations and indemnification obligations, remain in effect after expiration or termination of the Contract.

#### **15.9 Gratuities**

The Contract may be immediately terminated, in whole or in part, by written notice if it is determined that the Supplier, its authorized employee, agent,

or another representative acting within the scope of their authority violated any federal, State or local law, rule or ordinance by offering or giving a gratuity to any State employee directly involved in the Contract. In addition, Suspension or Debarment of the Supplier may result from such a violation.

#### **15.10 Import/Export Controls**

Neither party will use, distribute, transfer or transmit any equipment, services, software or technical information provided under the Contract (even if incorporated into other products) except in compliance with all applicable import and export laws, conventions and regulations.

## Exhibit 1 – Mandatory Specifications

The supplier shall comply with all the requirements in this section and provide proper documentation in its response to each Mandatory Specification.

### 1. Mandatory Requirements

- 1.1. Must provide a course or series of courses to address early literacy for educators in Oklahoma who work with students learning to read or at-risk for reading difficulties.
- 1.2. Must provide a course that is program agnostic so that the content learned can be applied to any curriculum resource.
- 1.3. Must provide a course or series of courses that address instruction of students at the elementary (kindergarten through grade 5) level.
- 1.4. Must provide a course that is accredited by the International Dyslexia Association (IDA).
- 1.5. The educator course(s) must provide a minimum of 50 hours of professional learning that includes both asynchronous and synchronous delivery methods.
- 1.6. The educator course(s) must be aligned with the research known as the science of reading and address all components of reading and writing and how they are related.
  - 1.6.1. Phonemic awareness
  - 1.6.2. Phonics (both decoding and encoding)
  - 1.6.3. Oral reading fluency
  - 1.6.4. Vocabulary
  - 1.6.5. Reading comprehension
  - 1.6.6. Handwriting
  - 1.6.7. Content writing
- 1.7. The educator course(s) must do each of the following:
  - 1.7.1. Explain how proficient reading and writing develop,
  - 1.7.2. Explain why some students have difficulty learning to read or write, and
  - 1.7.3. Explain how reading is not a natural skill and must be taught through explicit, systematic instruction.
- 1.8. Must provide a course or series of courses designed for administrators to support educators with reading instruction.
- 1.9. The administrator course(s) must provide a minimum of 30 hours of professional learning that includes both asynchronous and synchronous delivery methods.
- 1.10. The administrator course(s) must be aligned with the research known as the science of reading.
- 1.11. The administrator course(s) must explain how to support educators with reading instruction, including each of the following:
  - 1.11.1. Provide a general understanding of how children learn to read and the components involved in reading instruction,

- 1.11.2. Provide information about sufficient time needed for reading and writing instruction and how that time can be scheduled into a school day to allow for both grade-level reading instruction and interventions,
- 1.11.3. Provide descriptors of what administrators should look for in reading instruction during the performance review process, including informal walk-throughs, and
- 1.11.4. Explain how to use reading data from all assessment types; including screening, diagnostic, and progress monitoring assessments; to guide instructional decisions at the classroom, site and district level.
- 1.12. All courses must provide a pre-assessment and post-assessment to measure participant growth.
- 1.13. Must include a Learning Management System (LMS) to track participant progress and learning growth throughout the course.
  - 1.13.1. Supplier must make the LMS accessible to state personnel.
  - 1.13.2. The LMS must provide data that is updated within 24 hours of action (at minimum).
  - 1.13.3. The LMS must record the pre- and post-assessment data for each participant.
  - 1.13.4. The LMS must show the completion progress of asynchronous work for each participant.
  - 1.13.5. The LMS must record the attendance of each participant in synchronous sessions.
  - 1.13.6. The LMS must provide the ability to sort participants by district and learning group.
- 1.14. Must provide a pathway to train state personnel to become state-wide facilitators on the course materials.
  - 1.14.1. Provide course materials and training to facilitators (may or may not include additional cost).
  - 1.14.2. Provide ongoing training to state-level facilitators on an annual (at minimum) basis.
- 1.15. Must provide dedicated technical support to the State Education Agency.
  - 1.15.1. Consistent and regular communication with State team
  - 1.15.2. Communication with participants on program logistics
  - 1.15.3. Provide certificate of completion to participants for course
- 1.16. Must provide regular reports on participant progress and growth to the State Education Agency.

## **Exhibit 2 – Non-Mandatory Requirements Scope of Work**

The supplier is to state in its response any experience it has with each requirement and exactly how it plans to comply with all requirements of this section, providing detailed information and stating affirmatively its understanding of the requirements.

### **2. Non-Mandatory Requirements**

- 2.1. May have an established history (with references) working with large-scale state implementations, including providing ongoing support to the department of education.
- 2.2. May have an established history working with Oklahoma educators and/or the Oklahoma State Department of Education.
- 2.3. May have training pathways specific for a variety of educator groups and topics, including, but not limited to, Early Childhood, Secondary Reading, and English Learners.
- 2.4. May address topics related to reading but not addressed in the National Reading Panel, including, but not limited to, handwriting, content writing, and disciplinary literacy.
- 2.5. May define characteristics of specific reading difficulties (e.g. dyslexia, developmental language disorder) and provide evidence-informed strategies for addressing these needs.
- 2.6. May define characteristics of specific difficulties that students with limited English proficiency might experience and evidence-informed strategies to address these needs.
- 2.7. May have experience working with Institutes of Higher Education to support preservice teachers with reading instruction.
- 2.8. May have print materials to accompany online learning.
  - 2.8.1. Materials are printed by the publisher.
  - 2.8.2. Materials are shipped directly to the participants.
- 2.9. Asynchronous learning sessions may include the following activities:
  - 2.9.1. Reading of texts and peer-reviewed articles
  - 2.9.2. Videos of speakers and demonstrations of activities with students
  - 2.9.3. Activities for participants to complete to practice information
  - 2.9.4. Opportunities to engage with other participants in the online platform
- 2.10. Facilitated learning sessions may be offered in person or virtually.
- 2.11. Facilitated learning sessions may provide for active engagement throughout the course, including virtual sessions.
- 2.12. May provide for an artifact or portfolio to be completed throughout or at the end of the course to demonstrate application of information learned.
- 2.13. May provide periodic checks for understanding throughout the course(s).

- 2.14. The Learning Management System (LMS) may provide additional information to state personnel, including, but not limited to:
  - 2.14.1. Amount of time each participant spends on asynchronous work
  - 2.14.2. Scores for each assessment in the course beyond the required pre- and post-assessment
  - 2.14.3. The ability to sort participants by school (in addition to required district and learning group sort ability).

**EXHIBIT 3 – PRICING**  
**INVOICE AND PAYMENT**

**PAYMENT SCHEDULE**

The vendor shall invoice OSDE for each license based on the total number of participants enrolled after the registration window. Training sessions will be invoiced as they are completed.

**Elementary Reading Course**

Item Description	Unit Cost	Quantity	Total Cost
Professional Development licenses, including print materials & shipping	\$	___ participants per learning group	
Facilitated session (virtual)	\$ per session	sessions per learning group	\$ per learning group
Facilitated session (in person)	\$ per session	sessions per learning group	\$ per learning group

**Facilitator Training for Elementary Reading Course**

Item Description	Unit Cost	Quantity	Total Cost
Professional Development licenses, including print materials & shipping	\$	___ participants per learning group	\$
Facilitated session (in person)	\$ per session	# sessions per learning group	\$ per learning group
Facilitator licensing fees	\$	___ participants per learning group	\$

**Administrator Course**

Item Description	Unit Cost	Quantity	Total Cost
Professional Development licenses, including print materials & shipping	\$	___ participants per learning group	\$
Facilitated session (virtual)	\$ per session	# sessions per learning group	\$ per learning group
Facilitated session (in person)	\$ per session	# sessions per learning group	\$ per learning group

**Facilitator Training for Administrator Course**

Item Description	Unit Cost	Quantity	Total Cost
Professional Development licenses, including print materials & shipping	\$	___ participants per learning group	\$
Facilitated session (in person)	\$ per session	# sessions per learning group	\$ per learning group
Facilitator licensing fees	\$	___ participants per learning group	\$

Complete the tables below for any additional professional development courses that may be considered as part of the non-mandatory requirements.

<b>xxxxxx Course</b>			
<b>Item Description</b>	<b>Unit Cost</b>	<b>Quantity</b>	<b>Total Cost</b>
Professional Development licenses, including print materials & shipping	\$	___ participants per learning group	\$
Facilitated session (virtual)	\$ per session	# sessions per learning group	\$ per learning group
Facilitated session (in person)	\$ per session	# sessions per learning group	\$ per learning group

<b>xxxxxx Course</b>			
<b>Item Description</b>	<b>Unit Cost</b>	<b>Quantity</b>	<b>Total Cost</b>
Professional Development licenses, including print materials & shipping	\$	___ participants per learning group	\$
Facilitated session (virtual)	\$ per session	# sessions per learning group	\$ per learning group
Facilitated session (in person)	\$ per session	# sessions per learning group	\$ per learning group

## ATTACHMENT B

### STATE OF OKLAHOMA NEGOTIABLE GENERAL TERMS

This State of Oklahoma General Terms (“General Terms”) is a Contract document in connection with a Contract awarded by the Office of Management and Enterprise Services on behalf of the State of Oklahoma.

In addition to other terms contained in an applicable Contract document, Supplier and State agree to the following General Terms:

#### **1 Contract Order of Priority**

**1.1** Contract documents shall be read to be consistent and complementary. Any conflict among the Contract documents shall be resolved by giving priority to Contract documents in the following order of precedence:

- A.** any Amendment;
- B.** terms contained in this Contract document, as modified and agreed by the parties in writing.
- C.** any Contract-specific State terms contained in a Contract document including, without limitation, information technology terms and terms specific to a statewide Contract or a State agency Contract;
- D.** any applicable Solicitation, as supplemented and modified by the terms of the successful Bid and associated Supplier bid documents, as amended and agreed by the parties in writing through negotiations, and to the extent not otherwise in conflict with applicable law;
- E.** any successful Bid as may be amended through negotiation and to the extent the Bid does not otherwise conflict with the Solicitation, Contract or applicable law;
- F.** any statement of work, work order, or other mutually agreed Contract documents.

**1.2** If there is a conflict between the terms contained in this Contract document or in Contract-specific terms and an agreement provided by or on behalf of Supplier including but not limited to linked or supplemental documents which alter or diminish the rights of Customer or the State, the conflicting terms provided by Supplier shall not take priority over this Contract document or

Acquisition-specific terms. In no event will any linked document alter or override such referenced terms except as specifically agreed in an Amendment.

## 2 Definitions

In addition to any defined terms set forth elsewhere in the Contract, the Oklahoma Central Purchasing Act and the Oklahoma Administrative Code, Title 260, the parties agree that, when used in the Contract, the following terms are defined as set forth below and may be used in the singular or plural form:

- 2.1 **Acquisition** means items, products, materials, supplies, services and equipment acquired by purchase, lease purchase, lease with option to purchase, value provided or rental under the Contract.
- 2.2 **Amendment** means any mutually executed, written modification to a Contract document or a written change, addition, correction or revision to a Solicitation.
- 2.3 **Bid** means an offer a Bidder submits in response to the Solicitation.
- 2.4 **Bidder** means an individual or business entity that submits a Bid in response to the Solicitation.
- 2.5 **Contract** means the written, mutually agreed and binding legal relationship resulting from the Contract documents and an appropriate encumbering document as may be amended from time to time, which evidences the final agreement between the parties with respect to the subject matter of the Contract.
- 2.6 **Customer** means the Oklahoma State Department of Education.
- 2.7 **Debarment** means action taken by a debarring official under federal or state law or regulations to exclude any business entity from inclusion on the Supplier list; bidding; offering to bid; providing a quote; receiving an award of contract with the State and may also result in cancellation of existing contracts with the State.
- 2.8 **Destination** means delivered to the receiving dock or other point specified in the applicable Contract document.
- 2.9 **Federal award** means the Federal financial assistance that a recipient receives directly from a Federal awarding agency or indirectly from a pass-through entity

- 2.10 Governmental Entity** means any governmental entity specified as a political subdivision of the State pursuant to the Governmental Tort Claim Act including any associated institution, instrumentality, board, commission, committee, department, or other entity designated to act on behalf of the state.
- 2.11 Indemnified Parties** means the State and Customer and/or its officers, directors, agents, employees, representatives, contractors, assignees and designees thereof.
- 2.12 Inspection** means examining and testing an Acquisition (including, when appropriate, raw materials, components, and intermediate assemblies) to determine whether the Acquisition meets Contract requirements.
- 2.13 Moral Rights** means any and all rights of paternity or integrity of the Work Product and the right to object to any modification, translation or use of the Work Product and any similar rights existing under the judicial or statutory law of any country in the world or under any treaty, regardless of whether or not such right is denominated or referred to as a moral right.
- 2.14 OAC** means the Oklahoma Administrative Code.
- 2.15 OMES** means the Office of Management and Enterprise Services.
- 2.16 Solicitation** means the document inviting Bids for the Acquisition referenced in the Contract and any amendments thereto.
- 2.17 State** means the government of the state of Oklahoma, its employees and authorized representatives, including without limitation any department, agency, or other unit of the government of the state of Oklahoma.
- 2.18 Supplier** means the Bidder with whom the State enters into the Contract awarded pursuant to the Solicitation or the business entity or individual that is a party to the Contract with the State.
- 2.19 Suspension** means action taken by a suspending official under federal or state law or regulations to suspend a Supplier from inclusion on the Supplier list; be eligible to submit Bids to State agencies and be awarded a contract by a State agency subject to the Central Purchasing Act.
- 2.20 Supplier Confidential Information** means certain confidential and proprietary information of Supplier that is clearly marked as confidential and agreed by the State Purchasing Director or Customer, as applicable, but does not include information excluded from confidentiality in provisions of the Contract or the Oklahoma Open Records Act.

2.21 For clarity, and notwithstanding the foregoing or anything to the contrary, the State and Supplier acknowledge and agree that the Supplier Services to be offered, provisioned and supported by Supplier to the State and any Customers under the Solicitation Contract are or include existing, commercially available, off-the-shelf, SaaS-based/SaaS-supported and provider-hosted professional learning subscriptions, with any ancillary group professional learning sessions, texts, materials, and/or services, all of which are offered and provisioned by Supplier to all of its State, district and school educational customers nationwide under its standard limited application license terms and policies (the License Terms), in a multi-tenant, shared database architecture, where individualized customer-dedicated or customized infrastructure or processing is not part of the Services offering. The License Terms govern Supplier's provision of its Services to all of its education entity customers, including the State and all Customers, and all ownership or other intellectual property rights of any kind in and to the Services and/or any associated materials developed, used or provided in the course of any Services, and/or derivatives thereof, (including Feedback), are expressly reserved to and remain the property of Supplier and/or its licensors, as set forth in the License Terms, and all rights relating to the Services and/or materials not expressly granted by Supplier in the License Terms for the Services are reserved. The parties acknowledge that elements of the Supplier Services constitute software and documentation made available and provided as "Commercial Items" as defined at 48 C.F.R. 2.101, and are being licensed to government end users solely as commercial computer software subject to restricted rights described in 48 C.F.R. 2.101 and 12.212. Notwithstanding anything to the contrary, the parties do not anticipate or intend the creation by Supplier of any "customized," "custom developed" or newly created intellectual property or "Works Made for Hire" or "Work Product" or any Deliverable to be owned exclusively by the State or any State Customer entity ("Deliverable" or "Work Product"), and nothing will be deemed a Deliverable or Work Product hereunder unless the development of such new Work Product or new Deliverable is expressly agreed and individually identified as a new Work Product or new Deliverable to be owned exclusively by the State or Customer in the applicable Supplier quote or Work Order signed by a VP or above level representative of Supplier, on an individual case basis, prior to creation. Accordingly, any terms or requirements in the Solicitation and/or Contract to the contrary shall be N/A. Subject to, and without in any way limiting the foregoing, **Work Product** means any and all deliverables produced by Supplier under a statement of work or similar Contract document issued pursuant to this Contract, including any and all tangible or intangible items or things that have been or will be prepared, created, developed, invented or conceived at any time following the Contract effective date including but not limited to any (i) works of authorship (such as manuals, instructions,

printed material, graphics, artwork, images, illustrations, photographs, computer programs, computer software, scripts, object code, source code or other programming code, HTML code, flow charts, notes, outlines, lists, compilations, manuscripts, writings, pictorial materials, schematics, formulae, processes, algorithms, data, information, multimedia files, text web pages or web sites, other written or machine readable expression of such works fixed in any tangible media, and all other copyrightable works), (ii) trademarks, service marks, trade dress, trade names, logos, or other indicia of source or origin, (iii) ideas, designs, concepts, personality rights, methods, processes, techniques, apparatuses, inventions, formulas, discoveries, or improvements, including any patents, trade secrets and know-how, (iv) domain names, (v) any copies, and similar or derivative works to any of the foregoing, (vi) all documentation and materials related to any of the foregoing, (vii) all other goods, services or deliverables to be provided by or on behalf of Supplier under the Contract and (viii) all Intellectual Property Rights in any of the foregoing, and which are or were created, prepared, developed, invented or conceived for the use of benefit of Customer in connection with this Contract or with funds appropriated by or for Customer or Customer's benefit (a) by any Supplier personnel or Customer personnel or (b) any Customer personnel who then became personnel to Supplier or any of its affiliates or subcontractors, where, although creation or reduction-to-practice is completed while the person is affiliated with Supplier or its personnel, any portion of same was created, invented or conceived by such person while affiliated with Customer.

### **3 Additional Pricing**

- 3.1** The price of a product offered under the Contract shall include and Supplier shall prepay all shipping, packaging, delivery and handling fees. All product deliveries will be free on board Customer's Destination. No additional fees shall be charged by Supplier for standard shipping and handling. If Customer requests expedited or special delivery, Customer may be responsible for any charges for expedited or special delivery.
- 3.2** Supplier shall have no right of setoff.
- 3.3** Because funds are typically dedicated to a particular fiscal year, an invoice will be paid only when timely submitted, which shall in no instance be later than six (6) months after the end of the fiscal year in which the goods are provided or services performed.

## 4 **Ordering, Inspection, and Acceptance**

**4.1** The State or State Customer may order subscription licenses and/or services offered under this Solicitation Contract by contacting the Supplier representative who will prepare an order quote which will detail the type, number units, and term of the Lexia subscription licenses and/or services, as described and at the prices offered under this Solicitation proposal, along with a unique quote number reference for the order quote. To confirm an order, the Customer may fax the quote, with the applicable purchase order, to: (978) 287-0062, or send by email to the Supplier sales representative's email address listed in the quote. Note: Each purchase order must reference the correct quote number (provided on the applicable quote), and should include a copy of the quote. In addition, customer purchase orders intended to be process under this solicitation must include reference to this Solicitation number (or the awarded Solicitation Contract number as applicable), to indicate customer's intent that the order is to be processed under the terms of this solicitation as awarded, Supplier's proposal thereto, and the applicable quote; any terms contained in any individual purchase order that are in addition to or inconsistent with the foregoing shall be null and of no effect. All orders are subject to Supplier's review and acceptance. Supplier's receipt and acceptance of the purchase order will be the basis for order confirmation. Payment will be accepted by check or electronic funds transfer only, provided however, that at the discretion of and upon prior written approval by Supplier, Customer-issued payment card/credit card transactions up to \$100,000 may be accepted, on an exception basis. Customer will provide documentation in support of tax-exempt status upon request. Supplier products offered as 1-Year subscription licenses expire 12 months from the date of activation; Supplier products offered as 2- Year licenses expire 24 months from the date of activation. Additional Support Services purchased separately from subscription licenses/packages (e.g., webinars or additional onsite and/or virtual training hours as applicable) must be used within 12 months from the received date of the PO acceptance of the applicable quote. A customer-designated account administrator, with contact name and email address, is required for all subscriptions and service orders. For orders of subscription licenses, materials, annual State Success Partnership (SSP) offerings, the total fees for the subscription licenses, materials, and SSP included in the applicable order will be invoiced to the State upon Supplier's receipt of the applicable PO or other confirmation of the order quote from the State, payable net forty-five (45) days from invoice date, provided however, for orders of LETRS® Course of Study program offerings, the fees for live group Professional Learning Sessions that are included with the LETRS offering will be invoiced monthly in arrears for each LETRS group Professional Learning Session held by Supplier in the previous month, with payment of such live group

Professional Learning Session fees payable net thirty (30) days from invoice date. Each quote, as confirmed by the associated confirming PO or other written confirmation of the quote by the Customer, serves as an agreement for the order, which becomes effective upon its acceptance by both parties. Unless otherwise agreed by Supplier and Customer in writing, the subscription licenses, products and/or services purchased pursuant to the order will begin on or about the start date and continue in effect for the applicable period as set forth in the quote. Unless otherwise set forth herein or agreed to by Supplier in writing, all subscriptions and services are deemed delivered upon provisioning of subscription license availability, and all subscriptions and services must be used within the applicable subscription or service period in the applicable quote; unused subscription licenses, materials or services are not eligible for refund or credit. Without prejudice to its other rights, Supplier may suspend delivery of the subscriptions, products and/or services in the event that Customer fails to make any payment when due following notice. Subject to the foregoing and the terms hereof, any product or service furnished under the Contract shall be ordered by issuance of a valid purchase order or other appropriate payment mechanism, including a pre-encumbrance, or by use of a valid Purchase Card. All orders and transactions are governed by the terms and conditions of the Contract. Any purchase order or other applicable payment mechanism dated prior to termination or expiration of the Contract shall be performed unless mutually agreed in writing otherwise.

- 4.2** Services will be performed in accordance with industry best practices and are subject to acceptance by the Customer. Notwithstanding any other provision in the Contract, deemed acceptance of a service or associated deliverable shall not apply automatically upon receipt of a deliverable or upon provision of a service.

Supplier warrants and represents that a product or deliverable furnished by or through the Supplier shall individually, and where specified by Supplier to perform as a system, be substantially uninterrupted and error-free in operation and guaranteed against faulty material and workmanship for a warranty period of the greater of ninety (90) days from the date of acceptance or the maximum allowed by the manufacturer. A defect in a product or deliverable furnished by or through the Supplier shall be repaired or replaced by Supplier at no additional cost or expense to the Customer if such defect occurs during the warranty period.

Any product to be delivered pursuant to the Contract shall be subject to final inspection and acceptance by the Customer at Destination. The Customer assumes no responsibility for a product until accepted by the Customer. Title and risk of loss or damage to a product shall be the responsibility of the

Supplier until accepted. The Supplier shall be responsible for filing, processing, and collecting any and all damage claims accruing prior to acceptance.

Pursuant to OAC 260:115-9-1, payment for an Acquisition does not constitute final acceptance of the Acquisition. If subsequent inspection affirms that the Acquisition does not meet or exceed the specifications of the order or that the Acquisition has a latent defect, the Supplier shall be notified as soon as is reasonably practicable. The Supplier shall retrieve and replace the Acquisition at Supplier's expense or, if unable to replace, shall issue a refund to Customer. Refund under this section shall not be an exclusive remedy.

**4.3** Supplier shall deliver products and services on or before the required date specified in a Contract document. Failure to deliver timely may result in liquidated damages as set forth in the applicable Contract document. The State acknowledges that Supplier anticipates that its products and services will evolve in the course of a multi-year contract and therefore reserves the right to upgrade, update or replace existing versions of the product being currently offered with a comparable learning solution. Particularly given the SaaS-based/SaaS-supported nature of Supplier's products and services hereunder, the State acknowledges and agrees that Supplier may provide certain alterations, modifications, patches or other changes ("Updates") to the product licensed under the Solicitation and this Contract that Supplier determines to make generally available to users of such product, and shall give written notice to Customer of any updates that substantially impact the use of the products or services by any Authorized Users or Enterprise Administrator thirty (30) days in advance of releasing said updates. Updates will exclude any upgrades, new releases or new versions of the product ("New Products") not offered by Supplier under this Contract. Pricing for any New Products will be negotiated and agreed between the State and Supplier. Subject to the foregoing, deviations, substitutions, or changes in a product or service, including changes of personnel directly providing services, shall not be made unless expressly authorized in writing by the Customer. Any substitution of personnel directly providing services shall be a person of comparable or greater skills, education and experience for performing the services as the person being replaced. Additionally, Supplier shall provide staff sufficiently experienced and able to perform with respect to any transitional services provided by Supplier in connection with termination or expiration of the Contract.

**4.4** Product warranty and return policies and terms provided under any Contract document will not be more restrictive or more costly than warranty and return policies and terms for other similarly situated customers for a like product.

## **5 Maintenance of Insurance, Payment of Taxes, and Workers' Compensation**

**5.1** As a condition of this Contract, Supplier shall procure at its own expense, and provide proof of, insurance coverage with the applicable liability limits set forth below and any approved subcontractor of Supplier shall procure and provide proof of the same coverage. The required insurance shall be underwritten by an insurance carrier with an A.M. Best rating of A- or better.

Such proof of coverage shall additionally be provided to the Customer if services will be provided by any of Supplier's employees, agents or subcontractors at any Customer premises and/or employer vehicles will be used in connection with performance of Supplier's obligations under the Contract. Supplier may not commence performance hereunder until such proof has been provided. Additionally, Supplier shall ensure each insurance policy includes a notice of cancellation and includes the State and its agencies as certificate holder and shall promptly provide proof to the State of any renewals, additions, or changes to such insurance coverage (where such changes to insurance coverage would diminish Supplier's coverage obligations to the State hereunder). Supplier's obligation to maintain insurance coverage under the Contract is a continuing obligation until Supplier has no further obligation under the Contract. Any combination of primary and excess or umbrella insurance may be used to satisfy the limits of coverage for Commercial General Liability, Auto Liability and Employers' Liability. Unless agreed between the parties and approved by the State Purchasing Director, the minimum acceptable insurance limits of liability are as follows:

- A.** Workers' Compensation and Employer's Liability Insurance in accordance with and to the extent required by applicable law;
- B.** Commercial General Liability Insurance covering the risks of personal injury, bodily injury (including death) and property damage, including coverage for contractual liability, with a limit of liability of not less than \$2,000,000 per occurrence;
- C.** Automobile Liability Insurance with limits of liability of not less than \$2,000,000 combined single limit each accident;
- D.** If the Supplier will access, process, or store state data, then Security and Privacy Liability insurance, including coverage for failure to protect confidential information and failure of the security of Supplier's computer systems that results in unauthorized access to Customer data with limits \$5,000,000 per occurrence; and

**E.** Additional coverage required in writing in connection with a particular Acquisition.

**5.2** Supplier shall be entirely responsible during the existence of the Contract for the liability and payment of taxes payable by or assessed to Supplier or its employees, agents and subcontractors of whatever kind, in connection with the Contract. Supplier further agrees to comply with all state and federal laws applicable to any such persons, including laws regarding wages, taxes, insurance, and Workers' Compensation. Neither Customer nor the State shall be liable to the Supplier, its employees, agents, or others for the payment of taxes or the provision of unemployment insurance and/or Workers' Compensation or any benefit available to a State or Customer employee.

**5.3** Supplier agrees to indemnify Customer, the State, and its employees, agents, representatives, contractors, and assignees for any and all liability, actions, claims, demands, or suits, and all related costs and expenses (including without limitation reasonable attorneys' fees and costs required to establish the right to indemnification) relating to tax liability, unemployment insurance and/or Workers' Compensation in connection with its performance under the Contract.

## **6 Compliance with Applicable Laws**

**6.1** As long as Supplier has an obligation under the terms of the Contract and in connection with performance of its obligations, the Supplier represents its present compliance, and shall have an ongoing obligation to comply, with all applicable federal, State, and local laws, rules, regulations, ordinances, and orders, as amended, including but not limited to the following:

- A.** Drug-Free Workplace Act of 1988 set forth at 41 U.S.C. §81.
- B.** Section 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738, and Environmental Protection Agency Regulations which prohibit the use of facilities included on the EPA List of Violating Facilities under nonexempt federal contracts, grants or loans;
- C.** Prospective participant requirements set at 45 C.F.R. part 76 in connection with Debarment, Suspension and other responsibility matters;
- D.** 1964 Civil Rights Act, Title IX of the Education Amendment of 1972, Section 504 of the Rehabilitation Act of 1973, and Americans with Disabilities Act of 1990;

- E.** Anti-Lobbying Law set forth at 31 U.S.C. §1325 and as implemented at 45 C.F.R. part 93;
  - F.** Requirements of Internal Revenue Service Publication 1075 regarding use, access and disclosure of Federal Tax Information (as defined therein);
  - G.** Obtaining certified independent audits conducted in accordance with Government Auditing Standards and Office of Management and Budget Uniform Guidance, 2 CFR 200 Subpart F §200.500 et seq. with approval and work paper examination rights of the applicable procuring entity;
  - H.** Requirements of the Oklahoma Taxpayer and Citizen Protection Act of 2007, 25 O.S. §1312 and applicable federal immigration laws and regulations and be registered and participate in the Status Verification System. The Status Verification System is defined at 25 O.S. §1312, includes but is not limited to the free Employment Verification Program (E-Verify) through the Department of Homeland Security, and is available at [Home | E-Verify](#);
  - I.** Requirements of the Health Insurance Portability and Accountability Act of 1996; Health Information Technology for Economic and Clinical Health Act; Payment Card Industry Security Standards; Criminal Justice Information System Security Policy and Security Addendum; and Family Educational Rights and Privacy Act; and
  - J.** Be registered as a business entity licensed to do business in the State, have obtained a sales tax permit, and be current on franchise tax payments to the State, as applicable.
- 6.2** The Supplier's employees, agents and subcontractors shall adhere to applicable Customer policies including, but not limited to acceptable use of Internet and electronic mail, facility and data security, press releases, and public relations. As applicable, the Supplier shall adhere to the State Information Security Policy, Procedures, Guidelines set forth at [Information Security Policy, Procedures, Guidelines \(oklahoma.gov\)](#) Supplier is responsible for reviewing and relaying such policies covering the above to the Supplier's employees, agents and subcontractors.
- 6.3** At no additional cost to Customer, the Supplier shall maintain all applicable licenses and permits required in association with its obligations under the Contract.

- 6.4** In addition to compliance under subsection 6.1 above, Supplier shall have a continuing obligation to comply with applicable Customer-specific mandatory contract provisions required in connection with the receipt of federal funds or other funding source, provided such Customer-specific mandatory provisions are identified and provided by the Customer to, and acknowledged and agreed by Supplier in writing in advance for such applicable order.
- 6.5** The Supplier is responsible to review and inform its employees, agents, and subcontractors who provide a product or perform a service under the Contract of the Supplier's obligations under the Contract and Supplier certifies that its employees and each such subcontractor shall comply with minimum requirements and applicable provisions of the Contract. At the request of the State, Supplier shall promptly provide adequate evidence that such persons are its employees, agents or approved subcontractors and have been informed of their obligations under the Contract.
- 6.6** As applicable, Supplier agrees to comply with the Governor's Executive Orders related to the use of any tobacco product, electronic cigarette or vaping device on any and all properties owned, leased, or contracted for use by the State, including but not limited to all buildings, land and vehicles owned, leased, or contracted for use by agencies or instrumentalities of the State.
- 6.7** The execution, delivery and performance of the Contract and any ancillary documents by Supplier will not, to the best of Supplier's knowledge, violate, conflict with, or result in a breach of any provision of, or constitute a default (or an event which, with notice or lapse of time or both, would constitute a default) under, or result in the termination of, any written contract or other instrument between Supplier and any third party.
- 6.8** Supplier represents that it has the ability to pay its debts when due and it does not anticipate the filing of a voluntary or involuntary bankruptcy petition or appointment of a receiver, liquidator or trustee.
- 6.9** Supplier represents that, to the best of its knowledge, any litigation or claim or any threat thereof involving Supplier has been disclosed in writing to the State and Supplier is not aware of any other litigation, claim or threat thereof.
- 6.10** If services provided by Supplier include delivery of an electronic communication, Supplier shall ensure such communication and any associated support documents are compliant with Section 508 of the Federal Rehabilitation Act and with State standards regarding accessibility. Should any communication or associated support documents be non-compliant, Supplier shall correct and re-deliver such communication immediately upon discovery or notice, at no additional cost to the State. Additionally, as part of

compliance with accessibility requirements where documents are only provided in non-electronic format, Supplier shall promptly provide such communication and any associated support documents in an alternate format usable by individuals with disabilities upon request and at no additional cost, which may originate from an intended recipient or from the State.

## **7 Audits and Records Clause**

- 7.1** As used in this clause and pursuant to 67 O.S. §203, “record” includes a document, book, paper, photograph, microfilm, computer tape, disk, record, sound recording, film recording, video record, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.
- 7.2** Supplier agrees any pertinent federal or State agency or governing entity of a Customer shall have the right to examine and audit, at no additional cost to a Customer, all records relevant to the execution and performance of the Contract except, unless otherwise agreed, costs of Supplier that comprise pricing under the Contract.
- 7.3** The Supplier is required to retain records relative to the Contract for the duration of the Contract and for a period of seven (7) years following completion or termination of an Acquisition unless otherwise indicated in the Contract terms. If a claim, audit, litigation or other action involving such records is started before the end of the seven-year period, the records are required to be maintained for two (2) years from the date that all issues arising out of the action are resolved, or until the end of the seven (7) year retention period, whichever is later.
- 7.4** Pursuant to 74 O.S. §85.41, if professional services are provided hereunder, all items of the Supplier that relate to the professional services are subject to examination by the State agency, State Auditor and Inspector and the State Purchasing Director.

## **8 Confidentiality**

- 8.1** The Supplier shall maintain strict security of all State and citizen data and records entrusted to it or to which the Supplier gains access, in accordance with and subject to applicable federal and State laws, rules, regulations, and policies and shall use any such data and records only as necessary for Supplier to perform its obligations under the Contract. The Supplier further agrees to evidence such confidentiality obligation in a separate writing if required under such applicable federal or State laws, rules and regulations. The Supplier warrants and represents that such information shall not be sold, assigned,

conveyed, provided, released, disseminated or otherwise disclosed by Supplier, its employees, officers, directors, subsidiaries, affiliates, agents, representatives, assigns, subcontractors, independent contractors, successor or any other persons or entities without Customer's prior express written permission. Supplier shall instruct all such persons and entities that the confidential information shall not be disclosed or used without the Customer's prior express written approval except as necessary for Supplier to render services under the Contract. The Supplier further warrants that it has a tested and proven system in effect designed to protect all confidential information.

- 8.2** Supplier shall establish, maintain and enforce agreements with all such persons and entities that have access to State and citizen data and records to fulfill Supplier's duties and obligations under the Contract and to specifically prohibit any sale, assignment, conveyance, provision, release, dissemination or other disclosure of any State or citizen data or records except as required by law or allowed by written prior approval of the Customer.
- 8.3** Supplier shall immediately report to the Customer any and all unauthorized use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination of any State or citizen data or records of which it or its parent company, subsidiaries, affiliates, employees, officers, directors, assignees, agents, representatives, independent contractors, and subcontractors is aware or have knowledge or reasonable should have knowledge. The Supplier shall also promptly furnish to Customer full details of the unauthorized use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination, or attempt thereof, and use its best efforts to assist the Customer in investigating or preventing the reoccurrence of such event in the future. The Supplier shall cooperate with the Customer in connection with any litigation and investigation deemed necessary by the Customer to protect any State or citizen data and records and shall bear all costs associated with the investigation, response and recovery in connection with any breach of State or citizen data or records including but not limited to credit monitoring services with a term of at least three (3) years, all notice-related costs and toll free telephone call center services.
- 8.4** Supplier further agrees to promptly prevent a reoccurrence of any unauthorized use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination of State or citizen data and records.
- 8.5** Supplier acknowledges that any improper use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other

dissemination of any State data or records to others may cause immediate and irreparable harm to the Customer and certain beneficiaries and may violate state or federal laws and regulations. If the Supplier or its affiliates, parent company, subsidiaries, employees, officers, directors, assignees, agents, representatives, independent contractors, and subcontractors improperly use, appropriate, sell, assign, convey, provide, release, access, acquire, disclose or otherwise disseminate such confidential information to any person or entity in violation of the Contract, the Customer will immediately be entitled to injunctive relief and/or any other rights or remedies available under this Contract, at equity or pursuant to applicable statutory, regulatory, and common law without a cure period.

- 8.6** The Supplier shall immediately forward to the State Purchasing Director, and any other applicable person listed in the Notices section(s) of the Contract, any request by a third party for data or records in the possession of the Supplier or any subcontractor or to which the Supplier or subcontractor has access and Supplier shall fully cooperate with all efforts to protect the security and confidentiality of such data or records in response to a third party request.

## **9 Assignment and Permitted Subcontractors**

- 9.1** Supplier's obligations under the Contract may not be assigned or transferred to any other person or entity without the prior written consent of the State which may be withheld at the State's sole discretion. Should Supplier assign its rights to payment, in whole or in part, under the Contract, Supplier shall provide the State and all affected Customers with written notice of the assignment. Such written notice shall be delivered timely and contain details sufficient for affected Customers to perform payment obligations without any delay caused by the assignment.
- 9.2** Notwithstanding the foregoing, the Contract may be assigned by Supplier to any corporation or other entity in connection with a merger, consolidation, sale of all equity interests of the Supplier, or a sale of all or substantially all of the assets of the Supplier to which the Contract relates. In any such case, said corporation or other entity shall by operation of law or expressly in writing assume all obligations of the Supplier as fully as if it had been originally made a party to the Contract. Supplier shall give the State and all affected Customers prior written notice of said assignment. Any assignment or delegation in violation of this subsection shall be void.
- 9.3** If the Supplier is permitted to utilize subcontractors in support of the Contract, the Supplier shall remain solely responsible for its obligations under the terms of the Contract, for its actions and omissions and those of its agents, employees

and subcontractors and for payments to such persons or entities. For clarity and notwithstanding anything to the contrary, the State understands and acknowledges that Supplier supports its products and services to all of its state, district and school educational customer accounts through Supplier shared services teams comprised of Supplier personnel and/or select subcontractors, as determined and deemed necessary and appropriate to fulfill the services by Supplier from time to time, which support may include, but is not limited to, implementation and training, customer support, technical support, research, account management, etc. Supplier does not offer or anticipate, and Supplier's fees as proposed do not reflect, the assignment or hiring of any Contractor staff or engagement of any new subcontractors to be dedicated solely and specifically to support the State or any State Customer under the Solicitation Contract. Supplier confirms, and the State acknowledges and agrees, that the Supplier Services may be performed by Supplier employees and/or by Supplier subcontractors of appropriate qualifications, training and skill engaged by Supplier under contractual obligations of confidentiality to provide, support and/or maintain the Services to all of Supplier's educational entity customers, and the parties further agree that requirements in the Solicitation and/or Contract Terms for Contractor personnel to be dedicated resources for the State or any State Customer account and services, or for individual identification to and approval by the State or any State Customer of all Supplier subcontractors and/or other Supplier personnel that may be utilized by Supplier to perform training or other services associated with Contractor's Services under the Solicitation Contract, or for Supplier to incorporate the terms of Supplier's contract with the State into Supplier's contracts with its subcontractors or provide the State with copies of all Supplier's subcontracts, shall not be applicable, provided however, that Supplier acknowledges and agrees that it shall at all times remain fully responsible and liable to the State under the Solicitation Contract for the actions and obligations of any and all such Supplier subcontractors and personnel. For clarity and notwithstanding anything to the contrary, the parties acknowledge and agree that no Supplier employee or subcontractor that Supplier may use provide or support services to the State or any State Customer under the Solicitation Contract, including any Supplier personnel individually identified in the bid for any specified role, shall be deemed or interpreted to be "Key Personnel" or a dedicated resource or any similar designation under the Solicitation Contract, including with respect to any individuals whose names, titles, resumes/CVs or other similar information was or may be provided by Supplier as part of the Bid proposal, or any quote or Work Order, and any terms or requirements in the Solicitation requiring Supplier to provide the State or any State Customer with prior notice or obtain State or State Customer consent prior to assigning or reassigning, removing, substituting, or changing the title, role or duties of any Contractor employee or contractor, shall not be applicable

to the Solicitation Contract. Without limiting the foregoing, for some of the Supplier's LETRS Services to the State under this Contract specifically, group professional learning sessions to be provided during the Contract term will be delivered and facilitated by subcontractors assigned by Supplier from a pool of subcontractors engaged by Supplier and trained specifically to serve as Supplier Professional Learning Facilitators (PLFs) for specific LETRS Professional Learning courses for all Supplier customers, with assignments based in part on PLF subcontractor schedules and availability. The State understands and agrees that no individual PLF subcontractor will be assigned or dedicated to support services to the State or any State Customer solely or specifically. If the State would like additional information regarding PLF subcontractors that were assigned to perform services to the State during the term of the Contract following their assignment, Supplier is happy to provide such information at any time upon the State's written request.

- 9.4** Subject to Section 9.3 above, in the event Supplier plans to engage a new subcontractor to provide services solely and specifically to the State and OSDE under this Agreement, then, prior to a subcontractor being utilized by the Supplier, the Supplier shall obtain written approval of the State of such subcontractor and each employee, as applicable to a particular Acquisition, of such subcontractor proposed for use by the Supplier. Such approval is within the sole discretion of the State. Any proposed subcontractor shall be identified by entity name, and by employee name, if required by the particular Acquisition, in the applicable proposal and shall include the nature of the services to be performed. As part of the approval request, the Supplier shall provide a copy of a written agreement executed by the Supplier and subcontractor setting forth that such subcontractor is bound by and agrees, as applicable, to perform the same covenants and be subject to the same conditions and make identical certifications to the same facts and criteria, as the Supplier under the terms of all applicable Contract documents. Supplier agrees that maintaining such agreement with any subcontractor and obtaining prior written approval by the State of any subcontractor and associated employees shall be a continuing obligation. The State further reserves the right to revoke approval of a subcontractor or an employee thereof in instances of poor performance, misconduct or for other similar reasons.
- 9.5** All payments under the Contract shall be made directly to the Supplier, except as provided in subsection A above regarding the Supplier's assignment of payment. No payment shall be made to the Supplier for performance by unapproved or disapproved employees of the Supplier or a subcontractor.
- 9.6** Rights and obligations of the State or a Customer under the terms of this Contract may be assigned or transferred, at no additional cost, to other

Customer entity in the event the State legislature changes the structure of the OSDE to either consolidate it with another agency or separate it out from an agency that it was previously consolidated with.

## **10 Background Checks and Criminal History Investigations**

Prior to the commencement of any services, performance of background checks and criminal history investigations of the Supplier's employees and subcontractors who will be providing services to State or State Customers may be required. If required, the Supplier agree to provide the State with a description of the background check process to include any vendor's used to gather information. Supplier will further attest that each employee and subcontractor providing services has passed the back ground check. Supplier's access to facilities, data and information may be withheld prior to completion of background verification acceptable to the State. The costs of additional background checks beyond Supplier's normal hiring practices shall be the responsibility of the Customer unless such additional background checks are required solely because Supplier will not provide verification of results of its otherwise acceptable normal background checks; in such an instance, Supplier shall pay for the additional background checks. Supplier will coordinate with the State and its employees to complete the necessary background checks and criminal history investigations. Should any employee or subcontractor of the Supplier who will be providing services under the Contract not be acceptable as a result of the background check or criminal history investigation, the Customer may require replacement of the employee or subcontractor in question and, if no suitable replacement is made within a reasonable time, terminate the purchase order or other payment mechanism associated with the project or services.

## **11 Patents and Copyrights**

Without exception, a product or deliverable price shall include all royalties or costs owed by the Supplier to any third party arising from the use of a patent, intellectual property, copyright or other property right held by such third party. Should any third party threaten or make a claim that any portion of a product or service provided by Supplier under the Contract infringes that party's patent, intellectual property, copyright or other property right, Supplier shall enable each affected Customer to legally continue to use, or modify for use, the portion of the product or service at issue or replace such potentially infringing product, or re-perform or redeliver in the case of a service, with at least a functional non-infringing equivalent. Supplier's duty under this section shall extend to include any other product or service rendered materially unusable as intended due to replacement or modification of the product or service at issue. If the Supplier determines that none of these alternatives are reasonably available, the State shall return such portion of the product or deliverable at issue to the Supplier, upon written request, in exchange for a refund of the price paid for such

returned goods as well as a refund or reimbursement, if applicable, of the cost of any other product or deliverable rendered materially unusable as intended due to removal of the portion of product or deliverable at issue. Any remedy provided under this section is not an exclusive remedy and is not intended to operate as a waiver of legal or equitable remedies because of acceptance of relief provided by Supplier.

## **12 Indemnification**

### **12.1 Acts or Omissions**

- A.** Supplier shall defend and indemnify the Indemnified Parties, as applicable, for any and all liability, claims, damages, losses, costs, expenses, demands, suits and actions of third parties (including without limitation reasonable attorneys' fees and costs required to establish the right to indemnification) arising out of, or resulting from any action or claim for bodily injury, death, or property damage brought against any of the Indemnified parties to the extent arising from any negligent act or omission or willful misconduct of the Supplier or its agents, employees, or subcontractors in the execution or performance of the Contract.
  
- B.** To the extent Supplier is found liable for loss, damage, or destruction of any property of Customer due to negligence, misconduct, wrongful act, or omission on the part of the Supplier, its employees, agents, representatives, or subcontractors, the Supplier and Customer shall use best efforts to mutually negotiate an equitable settlement amount to repair or replace the property unless such loss, damage or destruction is of such a magnitude that repair or replacement is not a reasonable option. Such amount shall be invoiced to, and is payable by, Supplier sixty (60) calendar days after the date of Supplier's receipt of an invoice for the negotiated settlement amount.

### **12.2 Infringement**

Supplier shall indemnify the Indemnified Parties, as applicable, for all liability, claims, damages, losses, costs, expenses, demands, suits and actions of third parties (including without limitation reasonable attorneys' fees and costs required to establish the right to indemnification) arising from or in connection with Supplier's breach of its representations and warranties in the Contract or alleged infringement of any patent, intellectual property, copyright or other property right in connection with a product or service provided under the Contract. Supplier's duty under this section is reduced to the extent a claimed infringement results from: (a) a Customer's or user's content; (b) modifications by Customer or third party to a product delivered under the Contract or

combinations of the product with any non-Supplier-provided services or products unless Supplier recommended or participated in such modification or combination; (c) use of a product or service by Customer in violation of the Contract unless done so at the direction of Supplier, or (d) a non-Supplier product that has not been provided to the State by, through or on behalf of Supplier as opposed to its combination with products Supplier provides to or develops for the State or a Customer as a system.

### **12.3 Notice and Cooperation**

In connection with indemnification obligations under the Contract, the parties agree to furnish prompt written notice to each other of any third-party claim. Any Customer affected by the claim will reasonably cooperate with Supplier and defense of the claim to the extent its interests are aligned with Supplier. Supplier shall use counsel reasonably experienced in the subject matter at issue and will not settle a claim without the written consent of the party being defended and where applicable the Attorney General of Oklahoma, which consent will not be unreasonably withheld or delayed, except that no consent will be required to settle a claim against Indemnified Parties that are not a State agency, where relief against the Indemnified Parties is limited to monetary damages that are paid by the defending party under indemnification provisions of the Contract.

### **12.4 Limitation of Liability**

- A.** With respect to any claim or cause of action arising under or related to the Contract, to the extent permitted under applicable law, neither the Supplier, nor the State or any Customer shall be liable to the other party for lost profits, lost sales or business expenditures, investments, or commitments in connection with any business, loss of any goodwill, or for any other indirect, incidental, punitive, special or consequential damages, even if advised of the possibility of such damages.
- B.** Subject to Section 12.4.C below, to the extent permitted under applicable, the total liability for each party to the other party shall be limited to actual direct damages, if any, but shall in no event exceed the total amounts paid or that would be payable by Customer to Supplier in the aggregate under this Agreement in the 12 months prior to the event giving rise to the claim. Notwithstanding the foregoing, the limitations of liability in this Agreement shall not apply to limit (a) a party's indemnification obligations with respect to third-party infringement claims; or (b) third-party damages arising from fraud,

gross negligence or intentional misconduct of the Indemnifying Party (excluding those subject to or addressed under Section 12.4.C).

- C. The monetary limitations set forth in Section 12.4.B above shall not apply to claims or damages caused by a breach of the parties' obligations under applicable law with respect to Customer Data under this Agreement. Unless and then to the extent otherwise required under applicable law, Supplier's Customer Data Processing Liability under this Agreement shall be, in the aggregate, the greater of (i) the amount paid by Customer to Supplier under the contract for impacted services, or (ii) the limit, per claim and in the aggregate, of Supplier's Cyber liability insurance coverage. Supplier shall maintain during the Term of this Agreement, with a well-known insurance company, Technology Liability, Media Liability and Network Security/Privacy (Cyber) Liability insurance covering wrongful acts, errors, or omissions arising out of Supplier's operations or services with a limit of five million US Dollars (5,000,000 USD). Such coverage shall include third party and first party coverage for loss or disclosure of any data, including personally identifiable information, network security failure, unauthorized access and/or use or other intrusions, negligence or breach of duty to use reasonable care, or use of Supplier's computer networks in connection with denial of service attacks.
- D. Subject to Section 12.4.C above, notwithstanding anything to the contrary in the Contract, no provision shall limit damages, expenses, costs, actions, claims, and liabilities arising from or related to property damage, bodily injury or death caused by Supplier or its employees, agents or subcontractors; including those caused by the bad faith, gross negligence, intentional misconduct or other acts of Supplier or its employees, agents or subcontractors for which applicable law does not allow exemption from liability of Supplier or its employees, agents or subcontractors.
- E. The limitation of liability and disclaimers set forth in the Contract will apply regardless of whether Customer has accepted a product or service. The parties agree that Supplier has set its fees and entered into the Contract in reliance on the disclaimers and limitations set forth herein, that the same reflect an allocation of risk between the parties and form an essential basis of the bargain between the parties. These limitations shall apply notwithstanding any failure of essential purpose of any limited remedy.

### **13 Termination for Cause**

- 13.1** Supplier may terminate the Contract if (i) it has provided the State with written notice of material breach and (ii) the State fails to cure such material breach within thirty (30) days of receipt of written notice. If there is more than one Customer, material breach by a Customer does not give rise to a claim of material breach as grounds for termination by Supplier of the Contract as a whole. The State may terminate the Contract in whole or in part if (i) it has provided Supplier with written notice of material breach, and (ii) Supplier fails to cure such material breach within thirty (30) days of receipt of written notice. Any partial termination of the Contract under this section shall not be construed as a waiver of, and shall not affect, the rights and obligations of any party regarding portions of the Contract that are not terminated.
- 13.2** The State may terminate the Contract in whole or in part immediately without a thirty (30) day written notice to Supplier if (i) Supplier fails to comply with confidentiality, privacy, security, environmental or safety requirements applicable to Supplier's performance or obligations under the Contract; (ii) Supplier's material breach is reasonably determined to be an impediment to the function of the State and detrimental to the State or to cause a condition precluding the thirty (30) day notice or (iii) when the State determines that an administrative error in connection with award of the Contract occurred prior to Contract performance.
- 13.3** The State may terminate the Contract if the scope includes PR Vendor services and the Supplier, or Supplier's employee, violate the lobbying clause. PR Vendor services is defined to include a contract for public relations (PR), marketing or communication services. The State may immediately terminate the Contract with no more than 10-day notice under this section.
- 13.4** Upon receipt of notice of a termination, Supplier shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the notice. If a purchase order or other payment mechanism has been issued and a product or service has been accepted as satisfactory prior to the effective date of termination, the termination does not relieve an obligation to pay for the product or service but there shall not be any liability for further payments ordinarily due under the Contract or for any damages or other amounts caused by or associated with such termination. Such termination is not an exclusive remedy but is in addition to any other rights and remedies provided for by law. Any amount paid to Supplier in the form of prepaid fees that are unused when the Contract or certain obligations are terminated shall be refunded. Termination of the Contract under this section, in whole or in part, shall not relieve the Supplier of liability for claims arising under the Contract.

**13.5** The Supplier's repeated failure to provide an acceptable product or service; Supplier's unilateral revision of linked or supplemental terms that Supplier intends to enforce for Supplier services to the State and/or State Customers or users under this Contract and that have a materially adverse impact on a Customer's rights or obligations under the Contract (except as required by a governmental authority); actual or anticipated failure of Supplier to perform its obligations under the Contract; Supplier's inability to pay its debts when due; assignment for the benefit of Supplier's creditors; or voluntary or involuntary appointment of a receiver or filing of bankruptcy of Supplier shall constitute a material breach of the Supplier's obligations, which may result in partial or whole termination of the Contract. This subsection is not intended as an exhaustive list of material breach conditions. Termination may also result from other instances of failure to adhere to the Contract provisions and for other reasons provided for by applicable law, rules or regulations; without limitation, OAC 260:115-9-1 is an example.

#### **14 Termination for Convenience**

**14.1** The State may terminate the Contract, in whole or in part, for convenience if it is determined that termination is in the State's best interest. In the event of a termination for convenience, Supplier will be provided at least thirty (30) days' written notice of termination. Any partial termination of the Contract shall not be construed as a waiver of, and shall not affect, the rights and obligations of any party regarding portions of the Contract that remain in effect.

**14.2** Upon receipt of notice of such termination, Supplier shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the notice. If a purchase order or other payment mechanism has been issued and a product or service has been accepted as satisfactory prior to the effective date of termination, the termination does not relieve an obligation to pay for the product or service but there shall not be any liability for further payments ordinarily due under the Contract or for any damages or other amounts caused by or associated with such termination. Such termination shall not be an exclusive remedy but shall be in addition to any other rights and remedies provided for by law. For clarity, and notwithstanding the foregoing, the State acknowledges and agrees that fees for annual subscription licenses, and for State Success Plan services, are invoiced in full upon order; that such subscriptions and services are deemed delivered and performed upon subscription license and service availability; and, unless otherwise expressly required under applicable law or in the event of an uncured material default by Supplier or termination by the State for Funding Insufficiency pursuant to Section 10 of the State's Attachment A,

invoiced fees under each quote or work order hereunder are not subject to offset, credit or reimbursement for termination by the State or State Customer for convenience prior to the end of the then-current license subscription and/or service period under the applicable work order or quote. Termination of the Contract under this section, in whole or in part, shall not relieve the Supplier of liability for claims arising under the Contract.

LETRS Subscription License Policy: LETRS subscription licenses are issued per participant and tied to a specific course and license set, each with defined start and end dates. A license is deemed consumed once the assigned participant completes the course's Introduction/Welcome session. Upon consumption, the license is locked to that participant and cannot be reassigned. License expiration is strictly governed by the license set's end date. Within sixty (60) days of the license set start date, unconsumed licenses may be reassigned to another participant, provided the reassignment occurs within the original license set period. Reassigned licenses retain the original start and end dates and remain coterminous with the subscription licenses in the original license set. Unused or unassigned licenses do not roll over, are not available for future use, and are ineligible for credit or refund.

Termination of the Contract under this section, in whole or in part, shall not relieve the Supplier of liability for claims arising under the Contract.

## **15 Suspension of Supplier**

- 15.1** Supplier may be subject to Suspension without advance notice and may additionally be suspended from activities under the Contract if Supplier fails to comply with confidentiality, privacy, security, environmental or safety requirements applicable to Supplier's performance or obligations under the Contract.
- 15.2** Upon receipt of a notice pursuant to this section, Supplier shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the notice. If a purchase order or other payment mechanism has been issued and a product or service has been accepted as satisfactory prior to receipt of notice by Supplier, the Suspension does not relieve an obligation to pay for the product or service but there shall not be any liability for further payments ordinarily due under the Contract during a period of Suspension or suspended activity or for any damages or other amounts caused by or associated with such Suspension or suspended activity. A right exercised under this section shall not be an exclusive remedy but shall be in addition to any other rights and remedies

provided for by law. Any amount paid to Supplier in the form of prepaid fees attributable to a period of Suspension or suspended activity shall be refunded.

**15.3** Such Suspension may be removed, or suspended activity may resume, at the earlier of such time as a formal notice is issued that authorizes the resumption of performance under the Contract or at such time as a purchase order or other appropriate encumbrance document is issued. This subsection is not intended to operate as an affirmative statement that such resumption will occur.

## **16 Certification Regarding State Employees Prohibition From Fulfilling Services**

Pursuant to 74 O.S. § 85.42, the Supplier certifies that no person involved in any manner in development of the Contract employed by the State shall be employed to fulfill any services provided under the Contract.

## **17 Force Majeure**

**17.1** Either party shall be temporarily excused from performance to the extent delayed as a result of unforeseen causes beyond its reasonable control including fire or other similar casualty, act of God, strike or labor dispute, war or other violence, or any law, order or requirement of any governmental agency or authority provided the party experiencing the force majeure event has prudently and promptly acted to take any and all steps within the party's control to ensure continued performance and to shorten duration of the event. If a party's performance of its obligations is materially hindered as a result of a force majeure event, such party shall promptly notify the other party of its best reasonable assessment of the nature and duration of the force majeure event and steps it is taking, and plans to take, to mitigate the effects of the force majeure event. The party shall use commercially reasonable best efforts to continue performance to the extent possible during such event and resume full performance as soon as reasonably practicable.

**17.2** Subject to the conditions set forth above, non-performance as a result of a force majeure event shall not be deemed a default. However, a purchase order or other payment mechanism may be terminated if Supplier cannot cause delivery of a product or service in a timely manner to meet the business needs of Customer. Supplier is not entitled to payment for products or services not received and, therefore, amounts payable to Supplier during the force majeure event shall be equitably adjusted downward.

**17.3** Notwithstanding the foregoing or any other provision in the Contract, (i) the following are not a force majeure event under the Contract: (a) shutdowns, disruptions or malfunctions in Supplier's system or any of Supplier's telecommunication or internet services other than as a result of general and

widespread internet or telecommunications failures that are not limited to Supplier's systems or (b) the delay or failure of Supplier or subcontractor personnel to perform any obligation of Supplier hereunder unless such delay or failure to perform is itself by reason of a force majeure event and (ii) no force majeure event modifies or excuses Supplier's obligations related to confidentiality, indemnification, data security or breach notification obligations set forth herein.

## **18 Security of Property and Personnel**

In connection with Supplier's performance under the Contract, Supplier may have access to Customer personnel, premises, data, records, equipment and other property. Supplier shall use commercially reasonable best efforts to preserve the safety and security of such personnel, premises, data, records, equipment, and other property of Customer. Supplier shall be responsible for damage to such property to the extent such damage is caused by its employees or subcontractors and shall be responsible for loss of Customer property in its possession, regardless of cause. If Supplier fails to comply with Customer's security requirements, Supplier is subject to immediate suspension of work as well as termination of the associated purchase order or other payment mechanism.

## **19 Miscellaneous**

### **19.1 Transition Services**

If transition services are needed at the time of Contract expiration or termination, Supplier shall provide such services on a month-to-month basis, at the contract rate or other mutually agreed rate. Supplier shall provide a proposed transition plan, upon request, and cooperate with any successor supplier and with establishing a mutually agreeable transition plan. Failure to cooperate may be documented as poor performance of Supplier.

### **19.2 Publicity**

The existence of the Contract or any Acquisition is in no way an endorsement of Supplier, the products or services and shall not be so construed by Supplier in any advertising or publicity materials. Supplier agrees to submit to the State all advertising, sales, promotion, and other publicity matters relating to the Contract wherein the name of the State or any Customer is mentioned or language used from which, in the State's judgment, an endorsement may be inferred or implied. Supplier further agrees not to publish or use such advertising, sales promotion, or publicity matter or release any informational pamphlets, notices, press releases, research reports, or similar public notices

concerning the Contract or any Acquisition hereunder without obtaining the prior written approval of the State.

### **19.3 Mutual Responsibilities**

- A.** No party to the Contract grants the other the right to use any trademarks, trade names, other designations in any promotion or publication without the express written consent by the other party.
- B.** The Contract is a non-exclusive contract and each party is free to enter into similar agreements with others.
- C.** The Customer and Supplier each grant the other only the licenses and rights specified in the Contract and all other rights and interests are expressly reserved.
- D.** The Customer and Supplier shall reasonably cooperate with each other and any Supplier to which the provision of a product and/or service under the Contract may be transitioned after termination or expiration of the Contract.
- E.** Except as otherwise set forth herein, where approval, acceptance, consent, or similar action by a party is required under the Contract, such action shall not be unreasonably delayed or withheld.

### **19.4 Entire Agreement**

The Contract documents taken together as a whole constitute the entire agreement between the parties. The Contract documents include this Contract, any Amendments to this Contract, applicable Solicitation, and any successful bid as may be amended or limited through negotiation. No statement, promise, condition, understanding, inducement or representation, oral or written, expressed or implied, which is not contained in a Contract document shall be binding or valid. The Supplier's certifications, including any completed electronically, are incorporated by reference into the Contract.

**ATTACHMENT C**

**AGENCY TERMS**

**SOLICITATION NO. EV00000680**

**1. SUBCONTRACTING**

The OSDE shall contract with one supplier for the total work to be accomplished. The supplier will be fully responsible to the OSDE for the actions of any subcontractor utilized by supplier to perform any portion of supplier's services or obligations under this contract. shall not relieve the supplier of any responsibility for performance under this contract. For clarity and notwithstanding anything to the contrary, OSDE understands and acknowledges that Supplier supports its products and services to all of its state, district and school educational customer accounts through Supplier shared services teams comprised of Supplier personnel and/or select subcontractors, as determined and deemed necessary and appropriate to fulfill the services by Supplier from time to time, which support may include, but is not limited to, implementation and training, customer support, technical support, research, account management, etc. Supplier does not offer or anticipate, and Supplier's fees as proposed do not reflect, the assignment or hiring of any Contractor staff or engagement of any new subcontractors to be dedicated solely and specifically to support OSDE under the Solicitation Contract. Supplier confirms, and OSDE acknowledges and agrees, that the Supplier Services may be performed by Supplier employees and/or by Supplier subcontractors of appropriate qualifications, training and skill engaged by Supplier under contractual obligations of confidentiality to provide, support and/or maintain the Services to all of Supplier's educational entity customers, and the parties further agree that requirements in the Solicitation and/or Contract Terms for Contractor personnel to be dedicated resources for OSDE account and services, or for individual identification to and approval by OSDE of all Supplier subcontractors and/or other Supplier personnel that may be utilized by Supplier to perform training or other services associated with Contractor's Services under the Solicitation Contract, or for Supplier to incorporate the terms of Supplier's contract with the State and with OSDE into Supplier's contracts with its subcontractors or provide OSDE with copies of all Supplier's subcontracts, shall not be applicable, provided however, that Supplier acknowledges and agrees that it shall at all times remain fully responsible and liable to the State and OSDE under the Solicitation Contract for the actions and obligations of any and all such Supplier subcontractors and personnel. For clarity and notwithstanding anything to the contrary, the parties acknowledge and agree that no Supplier employee or subcontractor that Supplier may use provide or support services to the State or OSDE under the Solicitation Contract, including any Supplier personnel individually identified in the bid for any specified role, shall be deemed or interpreted to be "Key Personnel" or a dedicated resource or any similar designation under the Solicitation Contract, including with respect to any individuals whose names, titles, resumes/CVs or other similar information was or may be provided by Supplier as part of the Bid proposal, or any quote or Work Order, and any terms or requirements in the Solicitation requiring Supplier to provide the State or OSDE with prior notice or obtain State or OSDE consent prior to assigning or reassigning, removing, substituting, or changing the title, role or duties of any Contractor employee or contractor,

shall not be applicable to the Solicitation Contract. Without limiting the foregoing, for some of the Supplier's LETRS Services to the State under this Contract specifically, group professional learning sessions to be provided during the Contract term will be delivered and facilitated by subcontractors assigned by Supplier from a pool of subcontractors engaged by Supplier and trained specifically to serve as Supplier Professional Learning Facilitators (PLFs) for specific LETRS Professional Learning courses for all Supplier customers, with assignments based in part on PLF subcontractor schedules and availability. OSDE understands and agrees that no individual PLF subcontractor will be assigned or dedicated to support services to the State or OSDE solely or specifically. If the State would like additional information regarding PLF subcontractors that were assigned to perform services to OSDE during the term of the Contract following their assignment, Supplier is happy to provide such information at any time upon OSDE's written request.

## **2. INVOICING AND PAYMENT:**

Pursuant to 74 O.S.85.44(B), and in accordance with the Contract, invoices for Supplier Professional Learning subscriptions and State Success Partnership services will be paid within forty-five (45) days, with fees for LETRS live, group professional learning sessions will be invoiced and payable monthly in arrears after group professional learning sessions during the preceding month have been delivered or provided. Interest on late payments made by the State of Oklahoma is governed by 62 O.S. 34.71 and 62 O.S.34.72. Invoices shall be submitted monthly to the Oklahoma State Department of Education, 2500 N Lincoln Blvd, Ste 415, Oklahoma City, OK 73105-4999 or by e-mail to [SDEAccountsPayable@sde.ok.gov](mailto:SDEAccountsPayable@sde.ok.gov).

## **3. STUDENT DATA ACCESSIBILITY, TRANSPARENCY AND ACCOUNTABILITY**

If Vendor's ability to provide services under this Agreement requires OSDE to share student data containing confidential personally identifiable information ("PII") from education records maintained by OSDE with Vendor. Vendor agrees to comply with all state and federal laws relating to student data and privacy, including the Family Educational Rights and Privacy Act, (20 U.S.C § 1232g; 34 CFR Part 99) ("FERPA") and the Oklahoma Student Data Accessibility, Transparency, and Accountability Act of 2013, (70 O.S. § 3-168).

## **ORDER PROCESS**

The Customer may order subscription licenses and/or services offered under this Solicitation proposal as awarded by contacting the Lexia representative who will prepare an order quote which will detail the type, number units, and term of the Lexia subscription licenses and/or services, as described and at the prices offered under this Solicitation proposal, along with a unique quote number reference for the order quote.

To confirm an order, the Customer may fax the quote, with the applicable purchase order, to: (978) 287-0062, or send by email to the Lexia sales representative's email address listed in the quote. Note: Each purchase order must reference the correct quote number (provided on the applicable quote), and should include a copy of the quote. In addition, customer purchase orders intended to be processed under this solicitation must include reference to this solicitation number (or the awarded solicitation Contract number as applicable), to indicate customer's intent that the order is to be processed under the terms of this solicitation as awarded, Lexia's proposal thereto, and the applicable quote; any terms contained in any individual purchase order that are in addition to or inconsistent with the foregoing shall be null and of no effect. All orders are subject to Lexia's review and acceptance. Lexia's receipt and acceptance of the purchase order will be the basis for order confirmation. Payment will be accepted by check or electronic funds transfer only, provided however, that at the discretion of and upon prior written approval by Lexia, Customer-issued payment card/credit card transactions up to \$100,000 may be accepted, on an exception basis.

\*\*Prices included herein and in each order quote are exclusive of all applicable taxes, including sales tax, VAT or other duties or levies imposed by any federal, state or local authority, which are the responsibility of Customer. Any taxes shown are estimates for informational purposes only. Customer will provide documentation in support of tax-exempt status upon request. Pricing is valid 60 days. Unless otherwise agreed by Lexia and Customer in writing, Lexia will invoice the total fees set forth in the applicable quote upon receipt of Customer's PO/acceptance. Payment is due net 45 days of invoice.

Lexia products offered as 1-Year subscription licenses expire 12 months from the date of activation; Lexia products offered as 2-Year licenses expire 24 months from the date of activation. Additional Support Services purchased separately from subscription licenses/packages (e.g., webinars or additional onsite and/or virtual training hours as applicable) must be used within 12 months from the received date of the PO acceptance of the applicable quote. A customer-designated account administrator, with contact name and email address, is required for all subscriptions and service orders.

## **PRICING**

Pricing will be as reflected in Attachment E-2.

## **BILLING**

For orders of subscription licenses, materials, annual State Success Partnership (SSP) offerings, the total fees for the subscription licenses, materials, and SSP included in the applicable order will be invoiced to the State upon Lexia's receipt of the applicable PO or other confirmation of the order quote from the State, payable net forty-five (45) days from invoice date, provided however, for orders of LETRS<sup>®</sup> Course of Study program offerings, the fees for live group Professional Learning Sessions that are included with the LETRS offering will be invoiced monthly in arrears for each LETRS group Professional Learning Session held by Lexia in the previous month, with payment of such live group Professional Learning Session fees payable net forty-five (45) days from invoice date.

## **ORDER TERM**

Each quote, as confirmed by the associated confirming PO or other written confirmation of the quote by the Customer, serves as an agreement for the order, which becomes effective upon its acceptance by both parties. Unless otherwise agreed by Lexia and Customer in writing, the subscription licenses, products and/or services purchased pursuant to the order will begin on or about the start date and continue in effect for the applicable period as set forth in the quote.. Without prejudice to its other rights, Lexia may suspend delivery of the subscriptions, products and/or services in the event that Customer fails to make any payment when due following notice.

### **Clarification Regarding Intellectual Property**

Notwithstanding anything to the contrary, the State acknowledges and agrees that the Lexia products and services are or include existing, commercially available SaaS-based subscriptions, provisioned in a multi-tenant, shared database architecture, with ancillary training, texts and other materials, which Lexia offers and provisions to all of its educational customers under its standard limited License Terms, and all ownership or other intellectual property rights of any kind in and to the Lexia products and services and any associated materials that may be developed, used or provided in the course of Lexia's performance of any Lexia products or services, and/or derivatives thereof, are expressly reserved to and remain the property of Lexia and/or its licensors, as set forth in the License. All rights relating to the Lexia products, services and/or materials not expressly granted by Lexia in the License are reserved. The parties acknowledge that elements of the Lexia products and services constitute software and documentation and are provided as "Commercial Items" as defined at 48 C.F.R. 2.101, and are being licensed to government end users solely as commercial computer software subject to restricted rights described in 48 C.F.R. 2.101 and 12.212. The parties do not anticipate or intend the creation by Lexia of any newly created intellectual property or "Works Made for Hire," "Work Product" or "Deliverable" to be owned exclusively by the Customer under the Agreement, and nothing will be deemed a new Work Product or new Deliverable hereunder unless the development of such new Work Product or new Deliverable is expressly agreed and individually identified as a new Work Product or Deliverable intended to be owned exclusively by the State or State Customer in a Lexia quote or a statement of work signed by a VP or above level representative of Lexia, on an individual case basis, prior to creation.

## **LETRS<sup>®</sup> for Facilitators – LETRS Local Certified Facilitator (LCF) certification**

LETRS Local Certified Facilitator (LCF) certification is offered by Lexia as a LETRS Local Facilitator Certification Program, under which select State Participants that previously received a requisite minimum score on a LETRS Course of Study offering, and that are designated by the State customer (the “State” or “Sponsoring Agency”), are provided the opportunity to participate in LETRS for Facilitators as a Participant user, and, if successful, to become certified as a LETRS Local Certified Facilitator for the Sponsoring Agency for the specific LETRS Course of Study, enabling the Local Certified Facilitator to serve as the facilitator for, and to perform scheduling and hosting (using State-provided facilities) and provide and deliver the Professional Learning Session training component of, the LETRS Course of Study to other authorized end user Participants of the Sponsoring Agency, for the applicable LETRS Course of Study, for so long as the Local Certified Facilitator maintains the Certification.

Subject to the LETRS Local Certified Facilitator Program Terms and Requirements (attached hereto as Attachment C and fully incorporated and made part by reference), State-designated Participants in the LETRS Local Certified Facilitator program will be provided access to Lexia’s hosted platform for LETRS for Facilitators for purposes of becoming certified, and upon successful completion of the applicable LETRS for Facilitators program, each Participant that achieves and maintains annual Local Certified Facilitator certification will be issued a LETRS Local Certified Facilitator’s kit, which includes:

- (i) an annual subscription license to access the LETRS Course of Study for which the Participant was certified,
- (ii) annual licensed access to the Lexia<sup>®</sup> Literacy Symposium, a Lexia-hosted platform for information and Ongoing Local Certified Facilitator Professional Learning Sessions, and
- (iii) access to online resources and materials available for the Local Certified Facilitator to use in Local Facilitator-led LETRS training sessions.

Additionally, as added benefits of the Lexia Professional Learning services provided hereunder, Lexia may periodically provide Participants with additional ongoing services and opportunities relating to their participation in the Lexia Professional Learning program, where available, offered and supported by Lexia from time to time. Such additional services and opportunities for Participants may include, but are not limited to: (i) opportunities for Participants that have completed certain Lexia Professional Learning programs and achieved minimum required scores to register with a specified U.S. accredited Institution of Higher Learning (“IHL”) with whom Lexia has established a partnership, to have their coursework and score(s) in certain Lexia Professional Learning program applied as credit toward a masters or other degree offered from that partnered IHL, and/or to have their Lexia Professional Learning coursework transcribed by the IHL for transferable credits (subject to the Participant’s registration with the applicable IHL, acceptance of additional IHL program terms, and payment to the IHL of any associated fees, as may be required by the partnering IHL for this option); (ii) opportunities to participate in an online community forum hosted by Lexia for current and former Participants in Lexia Professional Learning programs from States, districts and schools across the country to share experiences, insights and best practices; and (iii) the opportunity to periodically receive information and communications from Lexia relating to Lexia, Lexia’s Professional Learning program(s) and associated information and topics of interest, including but not limited to, the science of reading and literacy, events, instructional resources or classroom activities, and new or recommended pre-K-12 educational products, features or services available from Lexia. (Participants may opt-out of receiving non-Services-related communications at any time.)

## **ATTACHMENTS**

Attachment A is incorporated and made part by reference and form an integral part of Lexia’s Bid and the Solicitation Contract. Attachment B is a template Acceptable Use Policy (“AUP”). The Supplier may require End Users to comply with an Acceptable Use Policy (“AUP”) as a condition of accessing or using the Supplier’s products or services. The AUP shall apply solely between the Supplier and the End User and shall not form part of, modify, or supersede the terms and conditions of this Contract between the State and the Supplier. The AUP shall not impose any obligations or liabilities on the State, nor shall it be construed to create any rights or remedies against the State. In the event of any conflict between the AUP and this Contract, the terms of this Contract shall control.

**Attachment A:** K-12 Education Application License Agreement

**Attachment B:** Lexia Acceptable Use Policy

**ATTACHMENT A: K-12 EDUCATION APPLICATION LICENSE AGREEMENT**

# **K-12 Education Application License Agreement**

## **Education Application License Agreement**

This Education Application License Agreement (this “License” or “Agreement”) is a license and contract between you, the individual completing the order for access to and use of the licensed subscriptions, products, materials, and/or services described below and in the applicable Order Form, on behalf of your organization (“Licensee” or “Customer”), and Lexia Learning Systems LLC, a Cambium Learning Group company (“Licensor” or “Company”) and governs Customer’s access and use of the Company licensed subscriptions, products, materials, and/or services. The license granted hereunder is conditioned upon Customer’s acceptance of the terms set forth herein. Customer and Company are sometimes referred to herein individually as a “Party” and collectively as the “Parties.”

### **Definitions:**

“Application” or “Product” means the educational subscription product(s), applications, materials and/or services offered under the Lexia<sup>®</sup> or other Cambium Learning Group-owned brand, as specified in the applicable Order Form, including without limitation, Company’s online educational subscription products, all of which are offered and provisioned by Company as SaaS-based or SaaS-supported subscriptions and services in a multi-tenant, shared database architecture, where individualized client-dedicated infrastructure and/or processing is not part of the Application or services offering, as well as any software, hosting or other services, companion materials, training, documentation or related products for the Educational Application, accessed on or through, or downloadable from, password-protected access to a Company-designated website and/or mobile application (the “Site”), as well as any Company or third party applications embedded within or provided by Company to deliver or enable delivery of the functionality of the Application, including those installed on any third party server related thereto, along with all services, documentation, reports and/or other ancillary materials provided by Company in conjunction with the Application (together with any updates to, or new releases of, the foregoing that are made available to Customer by Company), licensed by Company to Customer under the applicable Order Form and pursuant to this License.

“Authorized User” means any student, adult learner, participant, staff, employee or other individual or user designated by Customer to receive access to the Company Application under this License.

“Company” or “Licensor” means Lexia Learning Systems LLC or any of subsidiaries or affiliates thereof, as set forth in the applicable Order Form.

“Customer Data” means all data supplied by or on behalf of a Customer in connection with this Contract, excluding any confidential information of Supplier. Customer Data includes both Non-Public Data and Personal Data.

“Data Breach” means the unauthorized access or the reasonable suspicion of unauthorized access, by an unauthorized person that results in the use, destruction, loss, alteration, disclosure, or theft of Customer Data.

“Enterprise Administrator(s)” means the Authorized User(s) designated by the Customer to act as administrators for the Customer, with responsibility on behalf of Customer for overseeing and managing the access of Authorized Users to the Application. Customer shall provide Company with the names of such Enterprise Administrators.

“Host” includes the terms Hosted or Hosting and means the accessing, processing or storing of Customer Data.

“Non-Public Data” means Customer Data, other than Personal Data, that is not subject to distribution to the public as public information. It is deemed to be sensitive and confidential by Customer because it contains information that is exempt by statute, ordinance or administrative rule from access by the general public as public information. Non-Public Data includes any data deemed confidential pursuant to the Contract, otherwise identified by Customer as Non-Public Data, or that a reasonable person would deem confidential.

“Personal Data” means Customer Data that contains 1) any combination of an individual’s name, social security numbers, driver’s license, state/federal identification number, account number, credit or debit card number and/or 2) data subject to protection under a federal, state or local law, rule, regulation or ordinance. “Online” means the accessing of the Application or component thereof using a web or mobile browser on a desktop or mobile device over the Internet.

“Order Form” means each order form, quote, statement of work, or proposal provided by or on behalf of Company to Customer for Company’s Educational Application, subscriptions and/or services under this Agreement and accepted by or on behalf of Customer.

Security Incident means the successful unauthorized access, modification, loss, theft, or destruction of or interference with the Hosted environment used to perform the services reasonably determined to have compromised the security, confidentiality or integrity of Customer

Data within the Hosted environment.

## **1. IMPORTANT NOTICE ON LICENSE: *PLEASE REVIEW CAREFULLY***

**A. General.** THIS LICENSE IS A LEGAL AGREEMENT BETWEEN CUSTOMER/LICENSEE AND COMPANY/LICENSOR. CUSTOMER UNDERSTANDS AND ACKNOWLEDGES THAT COMPANY WOULD NOT HAVE ENTERED INTO THIS LICENSE WITH CUSTOMER WITHOUT CUSTOMER'S AGREEMENT TO BE FULLY BOUND BY THE TERMS OF THIS LICENSE.

THIS LICENSE CONTAINS DISCLAIMERS OF WARRANTIES AND LIMITATIONS OF LIABILITY (SEE SECTION 10 BELOW). THIS PROVISION IS AN ESSENTIAL PART OF THE PARTIES' AGREEMENT.

### **B. Online Acceptance.**

IF CUSTOMER DOES NOT AGREE TO THESE PROVISIONS OR ANY OF THE OTHER TERMS OF THIS LICENSE, DO NOT CLICK THE ACCEPTANCE BUTTON (IF ANY) AND DO NOT USE OR ACCESS, OR ENABLE ANY AUTHORIZED USER TO ACCESS THE APPLICATION.

## **2. LICENSE**

The Application is licensed, not sold. The Application is intended to be used by Customer for the educational instruction and/or training of its Authorized Users only. Customer may not use the Application for any other purpose, or other than in accordance with the terms of this License, without the express prior written authorization of Company in each instance. If Customer accepts this License, Company grants Customer a limited, revocable, nonexclusive and nontransferable license to access and use, and to allow its Authorized Users to access and use, the Application licenses and/or receive and use materials and services, as identified and for the subscription service term specified in the applicable Order Form, subject to Customer's fulfillment of its payment obligations under each Order Form and the obligations, limitations, and restrictions set forth in this License. For purposes of the preceding sentence, "use" of the Education Application means access by an Authorized User to the functionality of the Application by means of password-protected access to a Company-designated Site, or, to the extent supported by Company and agreed by the Parties, via Customer's LMS, SSO or via such other arrangement or media expressly agreed to by Company in the applicable Order Form, for the education and instruction of Customer's Authorized Users only.

The specific subscription and/or service period and any maximum number of Authorized Users of the licensed Application shall be as provided in the applicable Order Form. Information regarding the counting mechanism may be accessible by the Customer from a Company online

administrative portal, or may be obtained from Company customer support.

### **3. COMPLIANCE AND ELECTRONIC AND INFORMATION TECHNOLOGY ACCESSIBILITY**

3.1 State procurement of information technology is subject to certain federal and State laws, rules and regulations related to information technology accessibility, including but not limited to Oklahoma Information Technology Accessibility Standards (“Standards”) set forth at Information and Communication Technology Accessibility Standards (oklahoma.gov). Supplier shall provide a Voluntary Product Accessibility Template (“VPAT”) describing accessibility compliance via a URL linking to the VPAT and shall update the VPAT as necessary in order to allow a Customer to obtain current VPAT information as required by State law. If products require development or customization, additional requirements and documentation may be required and compliance shall be necessary by Supplier. Such requirements may be stated in appropriate documents including but not limited to a statement of work, riders, agreement, purchase order or Addendum. All representations contained in the VPAT provided will be relied upon by the State or a Customer, as applicable, for accessibility compliance purposes.

### **4. INTERNET AND SYSTEMS REQUIREMENTS**

Continuous Internet access, connectivity, and certain minimum systems and technical requirements, such as installation of additional third party software (e.g., browser plug-ins), may be required to access and use the Application, which are not provided by Company and are the sole responsibility of Authorized User and Enterprise Administrator. Information regarding minimum systems and technical requirements for the Application may be obtained by Customer from the Company Site or Company customer support.

## **5. AUTHORIZED USER LOGIN & ENTERPRISE ADMINISTRATOR**

**A. User Name and Password.** Customer acknowledges that access to the Application by Customer and Authorized Users requires the creation of user accounts for the Application (which may include the selection or designation of a username and password). Customer acknowledges and agrees that Customer is solely responsible for the use and security of user names and passwords. Customer shall take such actions as may be necessary to maintain the confidentiality and security of user names and password information and prevent the unauthorized use of user names and passwords, and shall immediately notify Company in the event of a breach of Customer security. Authorized User and Enterprise Administrator will not save Authorized User and Enterprise Administrator's user name(s) and/or password(s) on a workstation which may be used by multiple users, or permit Authorized Users to do so, as the sharing of user names and/or passwords to allow any other person to use the Application is prohibited.

**B. Enterprise Administrator(s).** Customer will designate at least one Customer Authorized User to act as Enterprise Administrator for the Application and Customer account. The Enterprise Administrator will be granted administrator privileges for the Customer's account, enabling the Enterprise Administrator to assign, disable, and otherwise administer all other Authorized User access. Customer covenants and agrees that each Enterprise Administrator shall have authority, on behalf of Customer, to perform his or her duties, serve as primary point of contact to, and direct, authorize and instruct Company with respect to the Application and service operations provided to Customer and its Authorized Users. Customer acknowledges and agrees that Enterprise Administrator and Customer staff information to the Customer may be used by Company for purposes of communicating to the Customer information relating to Company's business and services (e.g., account activity reminders, best practices, activities to support Application usage and engagement by Authorized Users, downtime notices, products, services or feature notifications, technical and other support services, etc.). If, during the Term of the services under the applicable Order Form, a then-current Enterprise Administrator ceases to be an active employee or agent of Customer or ceases to serve as an Enterprise Administrator, and/or if there are no remaining Enterprise Administrators, Customer shall promptly appoint another Authorized End User as an Enterprise Administrator. When an Enterprise Administrator accesses the Application administrator portal using his or her password, the Application will provide the Enterprise Administrator with certain administrative capabilities with respect to Customer's use of the Application that other Authorized Users will not have, which may include the ability to cancel password access for Authorized Users and thereby deny access to the Application through use of such password. Using functionality provided within the Application administrator portal and/or with assistance from Company customer support, Customer agrees that the Enterprise Administrator will promptly deactivate and cancel password access of any Authorized User (including any Enterprise Administrator) who (i) ceases to be employed by Customer, (ii)

Customer no longer wishes to have access to the Application, or (iii) Customer knows or reasonably believes is causing or may cause Customer to breach any provision of this Agreement or is in any way mishandling passwords or access. Customer will notify Company at the time an Enterprise Administrator's password access is deactivated or cancelled for any of the reasons specified in clauses (i) through (iii) above.

## **6. TRANSFER**

Customer may not, and may not permit others to, directly or indirectly sell, rent, lease, loan, timeshare, or sublicense all or any part of the Application.

## **7. LIMITATIONS ON USE**

Customer agrees not to, and not to permit others to, directly or indirectly (a) reverse assemble, reverse compile, or otherwise reverse engineer or attempt to access or derive the source code or object code or any associated computer algorithms or models of all or any part of the Application, including but not limited to any methods, algorithms, or models relating to language, literacy or other assessments; (b) copy, modify, translate, alter, change, or collect information that can be used to create derivative works of all or any part of the Application; (c) download, copy, or collect information that could be used to copy all or any part of the Application; or (d) access or use all or any part of the Application for any purpose other than for the educational and/or assessment purposes set forth herein, except as and only to the extent expressly authorized by applicable law notwithstanding this limitation, and/or as expressly authorized in writing by Company. Any such authorization supplied by Company, and any information obtained by Customer through any such authorized use, may only be used by Customer for the purpose expressly authorized by Company and may not be disclosed to any third party or used to create any software or work that is substantially similar to the Application or any component thereof. If the applicable Order Form specifies a maximum number of Authorized Users or concurrent users that may access the Application, Customer agrees not to exceed such maximum number without the prior written approval of Company. Customer agrees, upon request by Company, to exchange its current version of the Application or any component thereof, for an updated version, and to discontinue use of the replaced version.

## **8. OWNERSHIP OF INTELLECTUAL PROPERTY**

Company reserves all rights in the Application (including all components thereof and materials provided therewith) not expressly granted to Customer in this Agreement. Customer acknowledges and agrees that Company or its third party licensors own all rights, title, and interest in and to the Application (including all software, code, algorithms, models, interfaces, text,

photographs, graphics, animation, applets, music, video and audio incorporated therein, and any related user guides, documentation or materials), the Company trademarks, the URLs that incorporate all or any portion of Company's marks, and other marks owned by Company and/or related to the Application and components thereof, all of which are covered by various protections including, without limitation, copyright, trademark, and trade secrecy law. Customer agrees not to alter, remove, conceal, or otherwise change any trademarks, logos or other marks of Company or its third party licensors contained within the Application. If Customer suggests new features or functionality that Company, in its sole discretion, adopts for the Application, such new features or functionality will be the sole property of Company and any and all claims of Customer as to the same are hereby waived and released. Company reserves the right, in its sole discretion and without incurring any liability to Customer, to update, improve, replace, modify or alter the specifications for and/or functionality of all or any part of the Application from time to time, and shall give written notice to Customer of any updates that substantially impact the use of the products or services by any Authorized Users or Enterprise Administrator thirty (30) days in advance of releasing said updates.

## **9. SUPPORT**

Company offers support to customers of the Application in accordance with its published support policies. The hours of support operations and means of accessing Company customer support are provided and available from Company's customer support page on Company's website. Support hours and methods of submitting support requests may vary for certain Company Applications and/or for certain geographic regions or territories. Company reserves the right to change its support policy at any time and provide notice to Customer by updating the policy on Company's support page on its website. If we make a material change to our support policy, we will also provide notice of same to the Enterprise Administrator(s) for Customers with active subscriptions.

## **10. LIMITED WARRANTY, DISCLAIMERS, AND LIABILITY LIMITATIONS**

### **A. LIMITED WARRANTY**

1. General: Company represents and warrants to Customer that it will provision and perform the Application and any associated services in a professional and workmanlike manner, conforming in all material respects to industry standards and practices.
2. Hosted Application: Company warrants that the hosted Application will perform substantially in accordance with the descriptions and specifications applicable to such

Application for the subscription period (as provided in the applicable Order Form) of the relevant Application license (the “Hosted Application Warranty Period”) under normal use. Notwithstanding anything to the contrary, Company makes no representation or warranty with respect to any third party software, and undertakes no obligations with respect to any third party software, and Company makes no representation or warranty of any kind relating to any Customer–provided content, its quality or any use thereof. Company’s sole liability and Customer’s sole remedy for breach of the foregoing Hosted Application Warranty during the Hosted Application Warranty Period will be, at Company’s option, the repair or replacement of the Application, or a refund of the prepaid subscription fees received by Company from Customer for the remaining unused portion of the Application subscription licenses under the applicable Order Form(s) from the date written notice of deficiency was received from the Customer by Company.

**B. CUSTOMER ASSURANCE** Customer warrants to Company: (i) that it has all rights, licenses, permissions, and authorities necessary to enter into this Agreement; and (ii) that its provision of Customer Data (as defined herein) to Company and its authorizations and instructions to Company relating to the processing of such Customer Data shall at all times be in compliance with all applicable laws and regulations, including data protection laws and any notice and/or consent requirements.

## **11. CONFIDENTIALITY**

2. **Exclusions** . The receiving Party may disclose the disclosing Party’s Confidential Information as required by law or court order provided: (i) the receiving Party reasonably notifies the disclosing Party in writing of the requirement for disclosure, unless such notice is prohibited by law; and (ii) discloses only that portion of the Confidential Information legally required.

## **12. DATA COLLECTION, PROCESSING, PRIVACY & SECURITY**

### **CUSTOMER DATA**

12.1 The parties agree to the following provisions in connection with any Customer Data accessed, processed transmitted, or stored by or on behalf of the Supplier and the obligations, representations and warranties set forth below shall continue as long as the Supplier has an obligation under the Contract.

12.2 Customer will be responsible for the accuracy and completeness of all Customer Data provided to Supplier by Customer. Customer shall retain exclusive ownership of rights, title, and

interest in Customer Data. Non-Public Data and Personal Data shall be deemed to be Customer's confidential information. Supplier shall restrict access to Customer Data to their employees with a need to know (and advise such employees of the confidentiality and non-disclosure obligations assumed herein).

12.3 Supplier shall promptly notify the Customer upon receipt of any requests from unauthorized third parties which in any way might reasonably require access to Customer Data or Customer's use of the Hosted environment. Supplier shall notify the Customer by the fastest means available and also in writing pursuant to Contract notice provisions and the notice provision herein. Except to the extent required by law, Supplier shall not respond to subpoenas, service or process, Freedom of Information Act or other open records requests, and other legal request related to Customer without first notifying the Customer and obtaining the Customer's prior approval, which shall not be unreasonably withheld, of Supplier's proposed responses. Supplier agrees to provide its completed responses to the Customer with adequate time for Customer review, revision and approval.

12.4 Supplier will use commercially reasonable efforts to prevent the loss of or damage to Customer Data in its possession and will maintain commercially reasonable back-up procedures and copies to facilitate the reconstruction of any Customer Data that may be lost or damaged by Supplier. Supplier will promptly notify Customer of any loss, damage to, or unauthorized access of Customer Data. Supplier will use commercially reasonable efforts to reconstruct any Customer Data that has been lost or damaged by Supplier as a result of its negligence or willful misconduct. If Customer Data is lost or damaged for reasons other than as a result of Supplier's negligence or willful misconduct, Supplier, at the Customer's expense, will, at the request of the State, use commercially reasonable efforts to reconstruct any Customer Data lost or damaged.

#### 12.5 HOSTING SERVICES

A Supplier shall be responsible for the obligations set forth in in this Contract, including those obligations related to breach reporting and associated costs when a Supplier Hosting Customer Data or providing products or services pursuant to an Acquisition, contributes to, or directly causes a Data Breach or a Security Incident. Likewise, Supplier shall be responsible for the obligations set forth in in this Contract, including those obligations related to breach reporting and associated costs when a Supplier's affiliate or subcontractor contributes to, or directly causes a Data Breach or a Security Incident.

### 13 DATA SECURITY

13.1 Supplier will use commercially reasonable efforts, consistent with industry standards, to provide security for the Hosted environment and Customer Data and to protect against both

unauthorized access to the Hosting environment, and unauthorized communications between the Hosting environment and the Customer's browser. Supplier shall implement and maintain appropriate administrative, technical and organizational security measures to safeguard against unauthorized access, disclosure or theft of Personal Data and Non-Public Data. Such security measures shall be in accordance with recognized industry practice and not less stringent than the measures the service provider applies to its own personal data and non-public data of similar kind.

13.2 All Personal Data and Non-public Data shall be encrypted at rest and in transit with controlled access. Unless otherwise stipulated, the service provider is responsible for encryption of Personal Data. All Personal Data and Non-Public Data shall be subject to controlled access. Any stipulation of responsibilities shall be included in a Statement of Work and will identify specific roles and responsibilities.

13.3 Supplier represents and warrants to the Customer that the Hosting equipment and environment will be routinely checked with a commercially available, industry standard software application with up-to-date virus definitions. Supplier will regularly update the virus definitions to ensure that the definitions are as up-to-date as is commercially reasonable. Supplier will promptly purge all viruses discovered during virus checks. If there is a reasonable basis to believe that a virus may have been transmitted to Customer by Supplier, Supplier will promptly notify Customer of such possibility in a writing that states the nature of the virus, the date on which transmission may have occurred, and the means Supplier has used to remediate the virus. Should the virus propagate to Customer's IT infrastructure, Supplier is responsible for costs incurred by Customer for Customer to remediate the virus.

13.4 At no time shall any Customer Data or processes – that either belong to or are intended for the use of the State – be copied, disclosed, or retained by Supplier or any party related to Supplier for subsequent use in any transaction that does not include the State unless otherwise agreed to by the State.

13.5 Supplier shall provide its services to Customer and its users solely from data centers in the U.S. Storage of Customer Data at rest shall be located solely in data centers in the U.S. Supplier shall not allow its personnel or contractors to store Customer Data on **personally owned or unmanaged (by Supplier)** portable devices, including personal computers, except for devices that are used and kept only at its U.S. data centers. Storage of Customer Data may occur on Supplier-owned and Supplier-managed devices, provided such devices are subject to Supplier's security controls and Supplier's security controls must meet the State's standards as laid out in 13.1 through 13.4 above (including encryption, access restrictions, and monitoring) and remain within the United States. Supplier shall permit its personnel and contractors to access

Customer Data remotely only as required to fulfill Supplier's obligations under the Contract.

13.6 Supplier shall allow the Customer to audit conformance to the Contract terms. The Customer may perform this audit or contract with a third party at its discretion and at Customer's expense.

13.7 Supplier shall perform an independent audit of its data centers at least annually at its expense and provide a redacted version of the audit report upon request. Supplier may remove its proprietary information from the redacted version. A Service Organization Control (SOC) 2 audit report or approved equivalent sets the minimum level of a third-party audit. For clarity, the parties acknowledge and agree that ISO 27001 certification is an approved equivalent under this Agreement.

13.8 Any remedies provided are not exclusive and are in addition to other rights and remedies available under the terms of the Contract, at law or in equity.

#### 14. SECURITY INCIDENT OR DATA BREACH NOTIFICATION

14.1 Supplier shall inform Customer of any Security Incident or Data Breach.

14.2 Supplier may need to communicate with outside parties regarding a Security Incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as mutually agreed upon, defined by law or contained in the Contract. If a Security Incident involves Customer Data, Supplier will coordinate with Customer prior to any such communication.

14.3 Supplier shall report a Security Incident to the Customer identified contact set forth herein within five (5) days of discovery of the Security Incident or within a shorter notice period required by applicable law or regulation (i.e., HIPAA requires notice to be provided within 24 hours).

14.4 Supplier shall maintain processes and procedures to identify, respond to and analyze Security Incidents; (ii) make summary information regarding such procedures available to Customer at Customer's request, (iii) mitigate, to the extent practicable, harmful effects of Security Incidents that are known to Vendor; and (iv) documents all Security Incidents and their outcomes.

14.5 If Supplier has reasonable belief or actual knowledge of a Data Breach, Supplier shall (1) promptly notify the appropriate Customer identified contact set forth herein within 24 hours or sooner, unless shorter time is required by applicable law, and (2) take commercially reasonable measures to address the Data Breach in a timely manner.

#### 15 DATA BREACH NOTIFICATION AND RESPONSIBILITIES

This section only applies when a Data Breach occurs with respect to Personal Data or Non-Public Data within the possession or control of Supplier.

15.1 Supplier shall (1) cooperate with Customer as reasonably requested by Customer to investigate and resolve the Data Breach, (2) promptly implement necessary remedial measures, if necessary, and (3) document responsive actions taken related to the Data Breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if necessary.

15.2 Unless otherwise stipulated, if a Data Breach is a direct result of Supplier's breach of its obligation to encrypt Personal Data and Non-Public Data or otherwise prevent its release, Supplier shall bear the costs associated with (1) the investigation and resolution of the Data Breach; (2) notifications to individuals, regulators or others required by state law; (3) credit monitoring services required by state or federal law; (4) a website or toll-free numbers and call center for affected individuals required by state law – all not to exceed the agency per record per person cost calculated for data breaches in the United States on the most recent Cost of Data breach Study: Global Analysis published by the Ponemon Institute at the time of the data breach; and (5) complete all corrective actions as reasonably determined by Supplier based on root cause.

15.3 If a Data Breach is a direct result of Supplier's breach of its obligations to encrypt Personal Data and Non-Public Data or otherwise prevent its release, Supplier shall indemnify and hold harmless the Customer against all penalties assessed to Indemnified Parties by governmental authorities in connection with the Data Breach.

The Parties understand and agree that use of the Application and associated services involves the receipt, processing, review, and analysis by Company of personally identifiable information of Customer's Authorized Users ("Customer Data"). As between the Parties, Customer Data is, and remains, the property of Customer as controller of the Customer Data, and Company acts as service provider and processor of the Customer Data under this Agreement.

Company confirms that it will use Customer Data solely to enable Company to provision and support its Applications and associated services and operations, to fulfill its obligations to Customer under and in accordance with this Agreement, and as provided under applicable law.

Company covenants and agrees that it has and will at all times during the Term of this Agreement and while Company is in possession of Customer Data, maintain an information security program that includes reasonable and appropriate administrative, technical, physical, organizational and operational safeguards, and other security measures designed to safeguard

Customer Data while in Company's systems from unauthorized access, loss, misuse and/or alteration, consistent with standards in the educational technology service provider industry and the requirements of applicable law. Company agrees that it will restrict access to Customer Data to Company employees and authorized agents and providers who require access to such information to enable Company to provision and support its Applications and services to its customers, and who are under contractual obligations of confidentiality to Company. Company shall at all times be fully responsible to Customer under this Agreement for Company employees, authorized agents, and providers.

If Customer is a U.S. school, U.S. school district, or U.S. state or federal agency, and Customer Data includes personally identifiable information about a student protected under the Family Educational Rights and Privacy Act of 1974, as amended (20 U.S.C. § 1232g et seq.) or other applicable state student educational records privacy law ("FERPA Protected Data"), Company covenants and agrees that shall use and process such FERPA Protected Data in compliance with FERPA and such applicable state student records privacy law. Customer agrees that Company shall be considered a "School Official" for its institution for purposes of the performance of services under this Agreement in accordance with FERPA, and Company shall provide reasonable assistance to Customer with respect to Customer's compliance obligations thereunder. In addition to any other terms entered into between Customer and Company with respect to Company's handling of Customer Data including FERPA Protected Data, Company shall process such Customer Data in accordance with Company's [Application Privacy](#)

[Policy](#) (<https://legal.lexialearning.com/legal/application-privacy.html>), and [Student Records Privacy Statement & Security Plan](#) (<https://legal.lexialearning.com/legal/student-records-privacy.html>).

If an Authorized User (that is not the Customer Enterprise Administrator), or if a parent, legal guardian, or student contacts Company with a request to review, modify, export, or delete Customer Data, or if an agency, court, law enforcement or other entity requests access to Customer Data, Company will (unless prohibited by writ or compulsory legal process) promptly direct the requesting individual or entity to contact the Customer, and/or notify Customer of the request, and thereafter, Company will use reasonable and good faith efforts to assist Customer in fulfilling any such requests, as directed by the Customer.

Notwithstanding the foregoing or anything to the contrary, the Parties acknowledge and agree that, consistent with applicable law, Company may collect, use, analyze, and retain data generated through the use by Customer and Authorized Users of the Application and services from which all personally identifiable information and individually identifying attributes have been removed ("De-identified Data") for benchmarking, development of best practices, improvement

or development of Company's educational products and services, and/or for educational research and statistical purposes, without reimbursement to or prior notice or authorization from Customer. Company agrees that it will not use or publish materials utilizing such De-identified Data in any way that identifies Customer or any Authorized User as the source of that data without the prior written consent of Customer or Authorized User. Company shall in no event attempt to re-identify De-identified Data or authorize others to do so.

## **16. FEES AND PAYMENTS**

Customer agrees to pay Company the fees for the Application and services as set forth on the applicable Order Form. Unless otherwise expressly agreed in writing, Company shall invoice Customer for the total amount stated on each Order Form. Unless otherwise specified in the Order Form, all invoiced amounts shall be due and payable within forty-five (45) days of date of invoice. Payments due hereunder shall be made by Customer without any deduction, setoff or bank charges, to Company at the banking institution in the United States designated by Company in U.S. dollars, unless otherwise mutually agreed and expressly set forth in the applicable Order Form.. Unless expressly prohibited under applicable law, overdue payments (other than amounts that are the subject of a legitimate dispute) shall accrue interest at the lesser of one and one half percent (1.5%) per month or the maximum allowable interest under applicable law from the due date until paid, and Customer shall pay Company's costs of collection, including Company's reasonable attorneys' fees and court costs. The amounts due to Company as set forth in the applicable Order Form do not include, and Customer shall be solely responsible for payment of, any sales, use, property, value-added or other taxes (including any amounts to be withheld for the purpose of paying the foregoing) relating to, resulting from or based on Customer's purchase and/or use of the Application. If Company is required to pay any of the foregoing taxes, then such taxes shall be billed to and promptly paid by Customer.

## **17. GOVERNING LAW AND FORUM**

**A. Governing Law** Customer is a U.S. public school or school district, or an agency or department of the U.S. federal or any state government; claims or disputes between the Parties related to this License shall be governed by the laws of the state identified in Customer's address as set forth in the applicable Order Form, and all actions shall be brought in the appropriate state or federal courts located in such state.

**C. Exclusion** This License shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.

## **18. TRANSLATION, ASSIGNMENT**

**A.**

**B. Language.** In the event of a dispute between the English and any translated version, the English version of this License and the applicable Order Form shall prevail. *It is the express wish of the Parties that this agreement, as well as all correspondence and documents relating to this agreement, be written in English*

## **19. SEVERABILITY**

All provisions of this License apply to the maximum extent permitted by applicable law. If any part of this License is determined to be invalid or unenforceable pursuant to applicable law, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of this License will continue in effect.

## **20. EXPORT**

Customer acknowledges that the Application is subject to U.S. export jurisdiction. Customer agrees to comply with all applicable international and national laws that apply to the Application, including the U.S. Export Administration Regulations and Office of Foreign Assets Control Regulations, as well as end-user, end-use, and destination restrictions issued by U.S. and other governments.

## **21. WAIVER**

Failure to insist upon strict compliance with any of the terms, covenants, or conditions of this License shall not be deemed a waiver of that term, covenant, or condition or of any other term, covenant, or condition of this License. Any waiver or relinquishment of any right or power hereunder at any one or more times shall not be deemed a waiver or relinquishment of that right or power at any other time.

## **22. THIRD PARTY RIGHTS**

Except as expressly set forth herein, nothing in this License shall be construed as giving any person or entity, other than the Parties hereto and their successors and permitted assigns, any right, remedy, or claim under or in respect of this License or any provision hereof.

## **23. U.S. GOVERNMENT RIGHTS**

If Customer is a U.S. government entity, Customer acknowledges that elements of the Company Application constitute software and documentation and are provided as “Commercial Items” as defined at 48 C.F.R. § 2.101, and are being licensed to U.S. government end users as commercial computer software subject to the restricted rights described in 48 C.F.R. §§ 2.101, 12.212.

## **24. NOTICES**

Notices, requests, or other communications hereunder shall be in writing, addressed to the Parties at the addresses set forth in the Order Form and/or in the case of Customer, to the Customer Enterprise Administrator. Notices mailed by registered or certified mail shall be conclusively deemed to have been received by the addressee on the fifth (5<sup>th</sup>) business day following the mailing of sending thereof. If either Party wishes to alter the address to which communications to it are sent, it may do so by providing the new address, in writing, to the other Party.

In addition to notice requirements under the terms of the Contract otherwise, the following individuals shall also be provided the request, approval or notice, as applicable:

Chief Information Officer  
3115 N. Lincoln Blvd  
Oklahoma City, OK 73105

With a copy, which shall not constitute notice, to:

OMES Deputy General Counsel  
2401 North Lincoln Blvd.  
Oklahoma City, Oklahoma 73105

**ATTACHMENT B: TEMPLATE LEXIA ACCEPTABLE USE POLICY – Terms that apply between the Supplier and the End User**

## Lexia Adult Learner/User Acceptable Use Policy

Lexia Learning Systems LLC., wholly-owned subsidiary of Lexia Voyager Sopris Inc., and Cambium Learning Group company (“**Lexia**”), provides educational SaaS-based and/or SaaS-supported subscriptions, applications, products, services and materials (hereafter, “**Lexia Service(s)**”) that are designed to support classroom instruction and learning, and educator professional learning.

All Lexia Services are provided as enterprise offerings under Lexia’s standard **Application License** to Lexia’s school district, state agency, LEA and other public or private educational organization customers (each, a “**Sponsoring Agency**”), with which Lexia has entered into license and services agreement terms for the Lexia Services (each, the “**Services Agreement**”).

This Acceptable Use Policy (this “**AUP**” or these “**Terms**”), is an agreement between you, the individual adult learner or user accessing and/or using a Lexia Service (as defined herein), and Lexia, and provides general terms and conditions applicable to your use of the Lexia Services.

This AUP is incorporated and made part of the Lexia Application License and Services Agreement between Lexia and the Sponsoring Agency customer through which you receive your access to the Lexia Service, governs your access to and use of the Lexia Service, and any software, applications, audio, video, graphs, curriculum, user guides, resources, information, content, text, downloadable or print materials, graphics, images, photos, or other materials (individually and collectively, “**Content**”) uploaded, downloaded, posted, or otherwise appearing on or made available to you through the Lexia Service. Additional terms, policies, or product requirements may apply to individual Lexia Services as provided with the relevant Lexia Service.

For clarity, nothing in this AUP is intended to supersede or limit rights expressly granted to you under the terms of the written Services Agreement that your Sponsoring Agency has entered into with Lexia regarding your access to and use of the Lexia Services. In addition, nothing in this AUP is intended to deprive any Sponsoring Agency or user of any sovereign immunity protections or rights expressly mandated under applicable law that are required for the Lexia Services and use

thereof under the applicable Services Agreement with the Sponsoring Agency.

**In the event of a conflict between any term of this AUP and the terms and conditions of your Sponsoring Agency's Services Agreement with Lexia for the Lexia Service(s), the terms and conditions of the written Services Agreement between Lexia and your Sponsoring Agency shall control with respect to such conflicting term.**

Please review this AUP carefully. If you do not agree to the terms of this AUP, you should not access or use the Lexia Services. By accessing, downloading, or using the Lexia Services, you agree to the terms of this AUP.

## **1. Limited license**

Subject to compliance with this AUP and subject to the terms of the Services Agreement with your Sponsoring Agency, you are granted a limited, non-transferable, non-exclusive, non-sublicensable license to access and use the Lexia Services for your Sponsoring Agency's educational purposes. You understand that your use of the Lexia Services does not confer to you any intellectual property rights held by Lexia or its licensors. Unless otherwise indicated, any future release, update, or other addition to functionality or content of the Lexia Services will be subject to this AUP.

When you access and use Lexia Services, whether as an adult learner or participant user, as an account administrator user, or otherwise, you do so as a user under a limited enterprise license, where the Sponsoring Agency -- not you as the individual user -- is the Lexia customer and licensee of the Lexia Services, and where the Sponsoring Agency is the controller with respect to all user and usage data, data reporting, and data processing, associated with your access and use of the Lexia Services.

You understand that Lexia acts as an educational service provider to the Sponsoring Agency, under the authority and instruction of the Sponsoring Agency customer with respect to Lexia's delivery and performance of, and your access and use of, Lexia Services, and with respect to data pertaining to you that is processed by Lexia in relation to the Lexia Services.

You understand that Lexia may at any time provide access, reporting and other information relating to your access and use of Lexia Services to the Sponsoring Agency, including, but not limited to, information relating to you, your Lexia Service

usage, attendance, progress, participation, Lexia Service certifications, transcripts or scores, contributions, responses to surveys, communications or interactions you may have with Lexia personnel or other users within or with respect to the Lexia Services, and including any information relating to your compliance with this AUP and/or allegations or findings of non-compliance, without notice or other obligation or liability to you.

## **2. Restrictions**

You may access and use the Lexia Services solely for your non-commercial, instructional, and administrative purposes for your Sponsoring Agency. Additional guidelines for such purposes may be detailed in materials associated with the Lexia Service you are accessing. You may not, except as expressly authorized by Lexia or applicable law: (a) copy, modify, translate, distribute, disclose, or create derivative works based on the contents of the Lexia Services, or sell the Lexia Services, or any part thereof; (b) decompile, disassemble, or otherwise reverse engineer the Lexia Services or any part thereof, or otherwise use the Lexia Services or your access thereto, to develop functionally similar products or services; (c) modify, alter, or delete any of the copyright, trademark, or other proprietary notices in or on the Lexia Services; (d) rent, lease, or lend the Lexia Services or use the Lexia Services for the benefit of any third party; (e) avoid, circumvent, or disable any security device, procedure, protocol, or mechanism in the Lexia Services; or (f) permit, authorize, facilitate, or encourage anyone else to do any of the foregoing. In addition, the Lexia Services, and derivatives thereof, may be subject to export laws and regulations of the U.S. and other jurisdictions. You may not export any Lexia Services outside of the U.S., or access or use any Lexia Services in a U.S.-embargoed country or otherwise in violation of any U.S. export law or regulation. You represent and warrant that you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a “terrorist supporting” country; and that you are not listed on any U.S. Government list of prohibited or restricted parties.

## **3. Use of the Lexia Services**

Lexia respects and values its educational customers and their users, and is committed to providing an educational service and experience for users that is informative, productive and respectful. We strive to maintain an environment where all participants – including Lexia personnel and customer users -- act, interact and communicate with one another in ways that are appropriate for a professional audience and supportive of educational outcomes. As a user of the Lexia Services,

you are responsible for communications, contributions, and actions you make within and in relation to the Lexia Services, and Lexia disclaims any and all liability relating to such communications, contributions or actions, including any obligations to monitor or manage any individual user actions or compliance with terms or requirements of this AUP in any specific way. Without limiting the foregoing in any way, Lexia reserves the right to monitor, including through human or technical means, and to make administrative determinations and take any actions Lexia deems necessary, prudent or advisable, in Lexia's sole discretion, in relation to any and all access and use of the Lexia Services and/or components thereof.

In connection with your access to and use of the Lexia Services, including with respect to any webform, chat, message boards or other interactive features that may be supported within the Lexia Services, you agree not to:

- post, upload, or otherwise transmit, publish or link to content or information that is unlawful, threatening, harmful, abusive, pornographic or includes nudity, offensive, harassing, violent, tortious, defamatory, false or misleading, obscene, vulgar, libelous, hateful, or discriminatory;
- post, upload, or otherwise transmit, publish or link to content or information that invades or violates the privacy rights or any other rights of others, including patent, trademark, trade secret, copyright, publicity, contract, or other proprietary rights;
- post, upload, transmit, publish or link to any content or information that you do not have the right to post, upload, transmit, link to, or distribute under any law, license, contractual duty, employment, fiduciary or other legal relationship;
- delete, tamper with, or alter any content, information or material posted or made available by Lexia or any other person or entity;
- harass or harm another person;
- exploit or endanger a minor;
- impersonate, falsely state, or otherwise misrepresent your identity or your affiliation with any person or entity (as example, you agree not to falsely represent that you are a copyright holder of a work or the agent of a copyright holder);

- introduce or engage in activity that involves the use of viruses, bots, worms, Trojan horses, time bombs, spyware, or any other computer code, files, or programs that interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment, or otherwise permit the unauthorized access to or use of a computer or a computer network;
- interfere with, damage, disable, disrupt, impair, create an undue burden on, or gain unauthorized access to the Lexia Services, Lexia's or its service providers' servers, systems or networks, or the computers, servers, systems or networks of any other user or entity;
- restrict or inhibit any other person from using the Lexia Services (including by hacking or defacing the Lexia Services);
- remove, disable, block, or obscure any portion of the Lexia Services;
- use technology or any automated system, such as scripts or bots, to collect user names, passwords, email addresses, or any other data from or through the Lexia Services, or to circumvent or modify any security technology or software that is part of the Lexia Services;
- send or cause to send (directly or indirectly) unsolicited bulk messages or other unsolicited bulk communications of any kind through the Lexia Services;
- solicit, collect, or request any information for commercial purposes, for unlawful purposes, or for purposes not authorized under this AUP and the Lexia license and Services Agreement with your Sponsoring Agency;
- post, upload, or otherwise transmit an image, audio recording, or video of another person without that person's consent; record (audio and/or video) any content or interaction with Lexia personnel or others within or related to your access and use of the Lexia Services;
- post, publish or disclose content made available to you via the Lexia Services in public forums or on social media sites or other third party sites;
- use the Lexia Services, or any portion thereof, for any commercial purpose, or to advertise, promote, or engage in any commercial activity (including

engaging in advertising, sales, contests, sweepstakes, or other promotions) without Lexia's express prior written consent;

- frame or mirror the Lexia Services, or any portion thereof, without Lexia's express prior written consent;
- use the Lexia Services or any portion thereof in a manner inconsistent with any applicable law, rule, or regulation, or policy of your Sponsoring Agency;
- use any robot, spider, search/retrieval application, or other manual or automatic device to retrieve, index, "scrape," "data mine," or in any way gather information from or content of the Lexia Services or reproduce or circumvent the navigational structure or presentation of the Lexia Services;
- attempt, facilitate, or encourage others to do any of the foregoing.

In addition to the foregoing, your use of the Lexia Services may also be subject to additional acceptable use or other policies provided to you by your Sponsoring Agency. You are responsible for complying with any such policies of your Sponsoring Agency.

In accordance with the terms hereof, you acknowledge and agree that Lexia may notify your Sponsoring Agency and/or take such other actions as Lexia may determine necessary or advisable in its sole discretion in response to any actual or alleged violation of this AUP by you, including, but not limited to, terminating, suspending or restricting your access to the Lexia Services, or any portion thereof, at any time for any reason, including if directed to do so by your Sponsoring Agency, or if Lexia believes that you have violated the AUP or have engaged in conduct that violates applicable law or is or may be otherwise harmful to the interests of Lexia, your Sponsoring Agency, any other Lexia Sponsoring Agency customer, any user, or any third party.

#### **4. Intellectual property**

The Lexia Services, and any Lexia or Lexia Service trademark or logo, and certain other of the names, logos, and materials displayed in the Lexia Service, may constitute trademarks, trade names, or service marks ("**Marks**") of Lexia or other entities. Ownership of all such Marks, and the goodwill associated therewith, remains with Lexia or those other entities. Use of Marks is prohibited unless expressly authorized by Lexia.

All Lexia Content is protected under copyright laws, is subject to other intellectual property and proprietary rights and laws, and is owned by Lexia or its licensors. All Content, including determinations relating to the collection, arrangement, assembly, use and permitted uses of such Content, is the exclusive purview and intellectual property of Lexia or its licensors. Your access to the Lexia Services does not confer on or transfer to you or any third party any rights, title, or interest in or to such intellectual property rights. You may not sell, reproduce, distribute, modify, display, publicly perform, prepare derivative works based on, repost, or otherwise use any of the Lexia Services or Content for any commercial purpose. You may not use, share or publish Content on any website, social media site, public forum, or in a networked computer environment, for any purpose, without the prior express written permission of Lexia. Except for any additional limited usage and/or other rights that Lexia may expressly grant in relation to your use of specific Content, as detailed and made available to you in writing with such specific Content, and as otherwise expressly authorized by Lexia in writing at its sole discretion and on a case-by-case basis, your rights to access and make use of the Lexia Services and/or any Content are limited to those provided under this AUP and the terms of the Lexia Application License and the Services Agreement with your Sponsoring Agency, and except as expressly granted therein, all rights in the Lexia Services and Content are reserved to Lexia and/or its licensors.

## **5. Account Information**

Your authentication to enable your access and use of the Lexia Services is based in part upon information supplied by you and/or by your Sponsoring Agency for you. You are required to (a) provide accurate information to Lexia and promptly report any changes to such information, (b) not share or allow others to use your account, (c) maintain the confidentiality and security of your account information, and (d) use the Lexia Services solely via such authorized accounts. You may not share your credentials (i.e., username and password) to access the Lexia Service with anyone except the person for whom that account was created. You agree to notify your Sponsoring Agency and Lexia immediately of any unauthorized use of your account or related authentication information. Lexia will not be responsible for any losses arising out of the unauthorized use of your account.

## **6. User Contributions**

In connection with any data, information, content, and other materials provided to or collected by Lexia from you or on your behalf in connection with your use of the Lexia Services, including materials and/or other content that you post, share, upload, transmit, email, or otherwise make available on, through, or in connection with the Lexia Services (“User Contributions”), you represent, warrant, and covenant that you have all the necessary rights, including all necessary consents and/or intellectual property rights of any owner or rights holder of any such User Contribution, to use, share and grant Lexia such rights with respect to such User Contributions as provided hereunder.

Subject to the terms hereof, and except as otherwise expressly agreed by your Sponsoring Agency and Lexia in writing, you and/or your Sponsoring Agency retain ownership rights that you have in your User Contributions. Subject to the terms of the Services Agreement with your Sponsoring Agency, which will control in the event and to the extent of any conflict, you hereby grant to Lexia and its affiliates, licensees, and authorized users, a perpetual, non-exclusive, fully paid-up, royalty-free, sublicensable, transferable (in whole or in part), worldwide license to use, modify, excerpt, adapt, create derivative works and compilations based upon, publicly perform, publicly display, reproduce, and distribute such User Contributions in connection with the Lexia Services. You understand and acknowledge that, as a user for your Sponsoring Agency, you are responsible for the accuracy, integrity, completeness, quality, legality, and safety of your User Contributions. You further represent and warrant that the posting of such User Contributions through or in connection with the Lexia Service does not violate the privacy rights, publicity rights, copyrights, contract rights, or any other rights of any person or entity. You understand and affirm that you are responsible for exercising caution, discretion, common sense and judgment when using the Lexia Services, determining the appropriateness of information or content you contribute as User Contributions, and for evaluating the truth, accuracy, quality, appropriateness, or your rights and/or ability to use any statements or other User Contributions of other users of the Lexia Services to which you may have access through the Lexia Services (e.g., information or contributions shared by other users during online or onsite group professional learning sessions, product training sessions, other interactive sessions, or message boards or similar interactive features that are or may be supported within the Lexia Services). You understand that Lexia reserves the right (but is under no obligation) to monitor the Lexia Services, and your access and use thereof, including for inappropriate content or conduct, and to limit, restrict, modify or remove any User

Contribution at any time in its sole discretion without liability to you or any other user or third party. Further, you understand and acknowledge that Lexia reserves the right to investigate and take any appropriate action, as determined by Lexia in its sole discretion, up to and including legal action, against anyone who, in Lexia's determination, violates this AUP or Lexia's Application License, or attempts to do so, including terminating or suspending the user's account or access to or use of the Lexia Services, reporting any user content or conduct to any Sponsoring Agency(ies) associated with the user, and/or reporting any content or conduct to law enforcement authorities.

Lexia may periodically provide you with additional information, services, resources or opportunities relating to your use and participation in the Lexia Services, where available, offered and supported by Lexia from time to time. Such additional services, resources and/or opportunities may include, but are not limited to: (i) opportunities for adult users that have completed certain Lexia Professional Learning programs and achieved minimum required scores to register with a specified U.S. accredited Institution of Higher Learning ("IHL") with whom Lexia has established a partnership, to have their coursework and score(s) in such applicable Lexia Professional Learning program applied as credit toward a masters or other degree offered from that partnered IHL, and/or to have their Lexia Professional Learning coursework transcribed by the IHL for transferable credits (subject to the user's registration with the applicable IHL, acceptance of additional IHL program terms, and payment to the IHL of any associated fees, as may be required by the partnering IHL for this option); (ii) opportunities to participate in online community forums hosted by Lexia for current and/or former adult users of Lexia Services from States, districts and schools across the country, to share experiences, insights and best practices; and (iii) the opportunity to periodically receive information and communications from Lexia relating to Lexia, Lexia's Professional Learning program(s) and/or Lexia student curriculum solutions, or associated information and topics of interest, such as the science of reading and literacy, Lexia events, instructional resources or classroom activities, and new or recommended Lexia pre-K-12 educational products, features or services. (You may opt-out of receiving non-Services-related communications at any time by using the unsubscribe link included in the Lexia communication or by contacting Lexia support.)

You understand and acknowledge that Lexia may, consistent with applicable law, maintain and associate information relating to you and your use of the Lexia Services, including the Lexia Services and courses you've taken, transcripts, certificates of unit and/or course completion, scores, attendance and other usage

and performance information, and other information relating to our delivery and fulfillment of any of our Lexia products and/or to you and your associated Sponsoring Agency(ies) under all Services Agreement(s), for educational purposes relating to Lexia Services and your use thereof, which purposes may include, but are not limited to, reporting, demonstrating and/or verifying service delivery to Sponsoring Agency(ies) and/or state or federal funding agencies, verification and/or reporting of Lexia Services utilization, progress and unit/course(s) completed and scores received, identifying recommended Lexia educational resources or solutions for you or your Sponsoring Agency, and efficacy, enhancements, optimizations and/or development of existing or new Lexia educational products or service offerings. Notwithstanding the foregoing or anything to the contrary, Lexia makes no guarantee or assurance to you that it will maintain or provide or make available to you, any or all such user information for any specified period of time following the expiration or termination of the applicable Services Agreement; you as user are responsible for downloading and maintaining any copies of records that may be made available to you within the Lexia Service relating to your unit or course completion, scores, attendance, transcripts or similar reports relating to your use and performance with respect to the Lexia Services, as provided or made available to you by Lexia through or in relation to the Lexia Service, and during the period of active service.

## **7. Feedback**

If you provide us with any ideas, proposals, or suggestions related to the Lexia Services (“Feedback”), you hereby acknowledge and agree that your provision of any Feedback is gratuitous, unsolicited, and without restriction, and does not place Lexia under any fiduciary or other obligation to you or any other individual or entity. For clarity, Feedback does not include your personal information, User Contributions, or content or confidential information provided to Lexia by you or your Sponsoring Agency for purposes of the Lexia Services that is owned by you or your Sponsoring Agency. You hereby grant to Lexia a worldwide, royalty-free, fully paid-up, nonexclusive, perpetual, irrevocable, transferable, and fully sublicensable license to reproduce, distribute, perform and/or display (publicly or otherwise), adapt, modify, and otherwise use such Feedback, in any format or media now known or hereafter developed, and you hereby represent and warrant that you have all necessary rights to grant the foregoing.

## **8. Warranty Disclaimer/Limitation of Liability**

YOU UNDERSTAND AND ACKNOWLEDGE THAT, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, LEXIA EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES OF ANY KIND (EXPRESS OR IMPLIED), AND ANY AND ALL LIABILITIES OF ANY KIND, TO YOU IN YOUR INDIVIDUAL AND/OR PERSONAL CAPACITY.

ANY LEXIA WARRANTIES AND/OR LIABILITIES WITH RESPECT TO THE LEXIA SERVICES ARE:

- (i) SOLELY TO AND FOR THE BENEFIT OF THE APPLICABLE LEXIA SPONSORING AGENCY CUSTOMER; AND
- (ii) SOLELY AS SET FORTH UNDER THE TERMS OF THE APPLICABLE SERVICES AGREEMENT BETWEEN LEXIA AND THE SPONSORING AGENCY FOR THE LEXIA SERVICES; AND
- (iii) SOLELY EXERCISABLE AND ENFORCEABLE BY THE SPONSORING AGENCY CUSTOMER (NOT BY ANY USER OR GROUP OF USERS IN THE USER'S/USERS' INDIVIDUAL OR PERSONAL CAPACITY).

## **9. Termination/Suspension/Restriction**

In accordance with the terms of this AUP, Lexia may monitor access and use of the Lexia Services, and may terminate, suspend or restrict your access to the Lexia Services or any portion thereof at any time for any reason, including if directed to do so by your Sponsoring Agency, or if Lexia believes that you have violated the AUP or have engaged in conduct that violates applicable law or is or may be otherwise harmful to the interests of Lexia, your Sponsoring Agency, any other Lexia Sponsoring Agency customer, any user, or any third party. In the event that Lexia gives you a warning regarding actions or behaviors Lexia determines in its sole discretion to conflict with this AUP, you understand that you are expected to immediately bring your actions into compliance with such warning. For clarity and notwithstanding the foregoing, you understand and agree that Lexia is under no obligation to provide any initial warning regarding violation of the AUP to you or any other user, or to provide any such warnings consistently for all users, and that Lexia's decision to provide a warning in any circumstance in no way limits or delays Lexia's rights to take any other actions under this AUP and/or the Services Agreement with your Sponsoring Agency for the Lexia Services, at any time.

Upon termination, you will: cease using the Lexia Services, and, if and as directed by Lexia and/or your Sponsoring Agency, return, purge, or destroy all copies of any Lexia Services and, if so requested, confirm to Lexia and/or your Sponsoring Agency in writing that such surrender or destruction has occurred.

## **10. Digital Millennium Copyright Act**

The Digital Millennium Copyright Act of 1998 (“**DMCA**”) provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. If you believe that any material residing on or linked to from the Lexia Services infringes your copyright, please send (or have your agent send) to [support@lexialearning.com](mailto:support@lexialearning.com), a written notification of claimed infringement with all of the following information: (a) identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works are covered by a single notification, a representative list of such works; (b) identification of the claimed infringing material and information reasonably sufficient to permit us to locate the material on the Lexia Services (such as the URL(s) of the claimed infringing material); (c) information reasonably sufficient to permit us to contact you, including your name, the name of your Sponsoring Agency, and the email you use to access the Lexia Services; (d) a statement by you that you have a good-faith belief that the disputed use is not authorized by the copyright owner, the copyright owner’s agent or the law; (e) a statement by you that the above information in your notification is accurate, and a statement by you, made under penalty of perjury, that you are the owner of an exclusive right that is allegedly infringed, or that you are authorized to act on such owner’s behalf; and (f) your physical or electronic signature. Lexia reserves the right, at its discretion, to suspend or terminate infringers’ and suspected infringers’ accounts or their access to or use of the Lexia Services, and take such other actions under this AUP.

## **11. Reporting Issues**

If you feel that another user of the Lexia Services is not acting in a manner consistent with this AUP, you may contact Lexia to report your concern at: [support@lexialearning.com](mailto:support@lexialearning.com). Reports should include sufficient detail and description of the individual(s) and associated action(s) that you feel to be in contradiction of this AUP. Please note that while we take all concerns raised seriously, any investigation by Lexia of any such report, and any action Lexia may take in response thereto is at Lexia’s sole discretion and determination; you understand that Lexia is under no obligation to you to provide you with any information regarding any Lexia investigation or any actions Lexia has or may take in response thereto.

If Lexia is notified of allegedly infringing, defamatory, damaging, illegal, or offensive actions, communications or User Content, Lexia may investigate the allegation and take such action that Lexia, in its sole discretion, deems necessary, appropriate or advisable, which action may include, but is not limited to, modifying, restricting or removing same from the Lexia Services. Consistent with its obligations under Lexia's Services Agreement with the user's Sponsoring Agency, Lexia may report and disclose any user electronic communications or User Content or other information relating to any users access and use of the Lexia Services or actions under this AUP at any time, to the Sponsoring Agency; to satisfy any law, regulation, or government request; as necessary or appropriate to operate the Lexia Services; and/or as determined necessary or advisable by Lexia in its sole discretion to protect the safety, rights, property or interests of Lexia, its Sponsoring Agency customers, users, or other entities.

## **12. Changes to the Lexia Services**

Consistent with Lexia's terms and commitments under its Services Agreement with your Sponsoring Agency for the Lexia Services, Lexia may, without prior notice, change any of the Lexia Services or stop providing any features of any of the Lexia Services. We may permanently or temporarily terminate or suspend your access to any Lexia Services features without notice for any reason, including if, in our sole determination, you violate any provision of this AUP. Upon any such termination or suspension, you understand and agree that the terms of this AUP continue to remain in effect with respect to the subject matter hereof.

## **13. Updates to this AUP**

We may change this Acceptable Use Policy in the future. For example, we may update it to address changes in our Lexia Service offerings, or to address changes in the law or best practices. If we make changes that materially impact your legal rights or use of our Lexia Services, we will provide notification to you and/or the Sponsoring Agency's account administrator(s) for the Lexia Services (e.g. via the Lexia Service or by email). Otherwise, we will post any updates to this policy with an updated "Last Revised Date," and all changes will become effective immediately. Please check the Last Revised Date to confirm the most current policy.

## ATTACHMENT E-2

### PRICING

#### PAYMENT SCHEDULE

The vendor shall invoice OSDE for each license based on the total number of participants enrolled after the registration window on a per participant basis. The values in the Quantity and Total Cost columns may vary but the Unit Cost per participant shall be fixed. Training sessions will be invoiced as they are completed.

#### Elementary Reading Course (LETRS 3E Volume 1 & Volume 2 - 2 years)

Item Description	Unit Cost	Quantity	Total Cost
Professional Development licenses, including print materials & shipping	\$798 per participant	40 participants per learning group	\$31,920 per learning group
Facilitated session (virtual)	\$2,125 per session	16 sessions per learning group	\$34,000 per learning group
Facilitated session (in person)	\$6,500 per session	8 sessions per learning group	\$52,000 per learning group

#### Facilitator Training for Elementary Reading Course - Volume 1 (1 year) \*Must do both In person and virtual facilitated sessions (Dedicated LCF Training) - “Learning Group” is 10 participants

Item Description	Unit Cost	Quantity	Total Cost
Professional Development licenses, including print materials & shipping	\$240 per participant	10 participants per learning group	\$2,400 per learning group
Facilitated sessions (in person)	\$1,875 per session per participant	4 sessions per learning group	\$75,000 per learning group
Facilitated sessions (Virtual)	\$1,000 per session per participant	2 sessions per learning group	\$20,000 per learning group
Facilitator licensing fees	\$259 per participant	10 participants per learning group	\$2,590 per learning group

#### Facilitator Training for Elementary Reading Course - Volume 2 (1 year) \*Must do both In person and virtual facilitated sessions (Dedicated LCF Training) - “Learning Group” is 10 participants

Item Description	Unit Cost	Quantity	Total Cost
Professional Development licenses, including print materials & shipping	\$240 per participant	10 participants per learning group	\$2,400 per learning group
Facilitated sessions (in person)	\$1,875 per session per participant	4 sessions per learning group	\$75,000 per learning group
Facilitated sessions (Virtual)	\$1,000 per session per participant	2 sessions per learning group	\$20,000 per learning group
Facilitator licensing fees	\$259 per participant	10 participants per learning group	\$2,590 per learning group

**Administrator Course (2 years)**

Item Description	Unit Cost	Quantity	Total Cost
Professional Development licenses, including print materials & shipping	\$ 250 per participant	25 participants per learning group	\$ 6,250 per learning group
Facilitated session (virtual)	\$2,125 per session	8 sessions per learning group	\$17,000 per learning group
Facilitated session (in person)	\$6,500 per session	4 sessions per learning group	\$26,000 per learning group

**LETRS Early Childhood (1 year)**

Item Description	Unit Cost	Quantity	Total Cost
Professional Development licenses, including print materials & shipping	\$ 250 per participant	40 participants per learning group	\$10,000 per learning group
Facilitated session (virtual)	\$2,125 per session	4 sessions per learning group	\$8,500 per learning group
Facilitated session (in person)	\$6,500 per session	2 sessions per learning group	\$13,000 per learning group

**Facilitator Training for LETRS Early Childhood – (1 year) \*Must do both In person and Virtual sessions (Dedicated LCF Training) – “Learning Group” is 10 participants**

Item Description	Unit Cost	Quantity	Total Cost
Professional Development licenses, including print materials & shipping	\$140 per participant	10 participants per learning group	\$1,400 per learning group
Facilitated session (in person)	\$4,000 per session per participant	2 sessions per learning group	\$40,000 per learning group
Facilitated session (virtual)	\$1,000 per session per participant	1 session per learning group	\$10,000 per learning group
Facilitator licensing fees	\$259 per participant	10 participants per learning group	\$2,590 per learning group

Complete the tables below for any additional professional development courses that may be considered as part of the non-mandatory requirements.

## ATTACHMENT E-3 VALUE ADDED OFFERINGS

**All for Literacy!**—Lexia Learning, through a singular focus on literacy and a full spectrum of solutions, helps more learners to read, write, and speak with confidence. Literacy deserves and demands focus, and for 40 years, Lexia has delivered it. The company’s unwavering focus on this critical area of learning has allowed Lexia to cultivate an unparalleled breadth and depth of expertise within the educational literacy field. This dedication has facilitated partnerships with world-renowned authors, set new standards for content quality, advanced learning technologies, and spearheaded innovative solutions to the most pressing issues in literacy.

As part of this bid, Lexia is pleased to offer the following as value added products:



**Lexia Aspire® Professional Learning** is a flexible, self-paced, digital professional learning solution, grounded in the Science of Reading, that empowers educators to accelerate literacy skills of adolescent students. Developed using empirical research in neuroscience, Aspire engages educators in understanding the shift from students learning to read, to reading to learn, and addresses what effective instruction should include. Aspire’s three domains focus on how to support adolescent students with grade level content and achieving instructional equity through Structured Literacy.



**Lexia Success Partnerships** combine the power of Lexia solutions with the expertise of the Customer Success Management team. Literacy and language experts collaborate with implementation teams to set goals aligned to the State’s unique needs. By partnering with administrators and implementation leaders, Success Partnerships provide support, strategies, and tools targeting implementation planning, progress monitoring, and professional learning to ensure desired outcomes are achieved.

Detailed program information, associated pricing, and relevant details about this value-added offer are provided on the following pages.

## Lexia Aspire® Professional Learning



**Lexia Aspire® Professional Learning** is a flexible, self-paced, digital solution, grounded in the Science of Reading, that empowers educators to accelerate literacy skills of students in grades 4-8.

Aspire offers interactive, modular, bite-sized content that includes practical, application-to-classroom instruction with a flexible design. Aspire allows for implementation pathways that effectively meet educator needs based on their role, including [administrators](#), [ELA educators](#), and [literacy specialists and interventionists](#), and [content-area educators](#). Aspire's data dashboards give educators and leaders the ability to quickly view progress and visualize the program's impact using a variety of metrics.


Aspire is designed and developed specifically for educators of adolescent students, whose focus has shifted from learning to read, to reading to learn. Aspire equips educators with the knowledge and skills they need to apply science-based strategies to a classroom that has varying levels of literacy competencies.

Accredited by the International Dyslexia Association, Aspire aligns with the Science of Reading to support educators in accelerating literacy outcomes for adolescent students. The Science of Reading is evidence from the accumulation of research on reading acquisition and instruction that has been conducted using gold-standard methodologies and has identified effective practices (Reyna, 2004; Seidenberg, 2017).



 For more information, please see [Aspire and the Science of Reading](#).

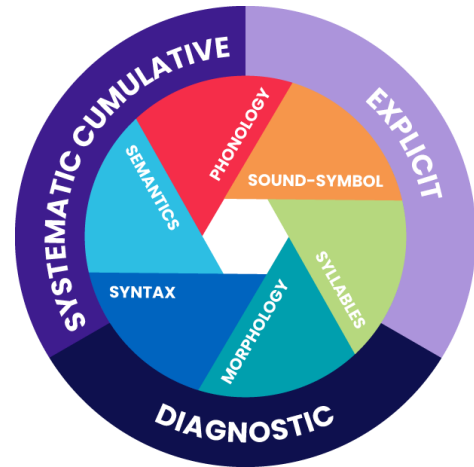
Learning to read is not a natural act; rather, it requires explicit, systematic, and cumulative instruction that is also diagnostic and responsive. The Science of Reading solidifies an understanding of how language and writing systems work by informing the why, what, and how of effective instruction for better student outcomes, both including and going beyond phonics.

 For more information on the research that informed Aspire, please see the [Aspire Professional Learning Research Base](#).


Aspire's introductory prerequisite courses explore how academic success for all students is attained through the delivery of equitable literacy instruction. That effort begins with a commitment to providing all students with high-quality and effective literacy instruction that meets each student's needs. This sustained commitment contributes to educational equity and the closing of the educational opportunity gap for every student.

Structured Literacy is a research-based instructional approach that, at its core, promotes equitable literacy instruction to meet the needs of all learners. The consensus among researchers is clear about the instruction that leads to proficient literacy for students of all ages.

High-quality literacy instruction aligned with scientific evidence provides non-proficient readers (i.e., those not reading on grade level) the instruction they need to succeed.



Equitable literacy instruction means that students historically marginalized by the education system get what they need to reach proficiency. Aspire includes full courses dedicated to supporting Emergent Bilinguals, speakers of language varieties, and students with specific disabilities such as developmental language disorder and dyslexia.

 For more information, please see the [Aspire Program Overview](#), [Aspire Overview Datasheet](#), and the [Aspire Scope and Sequence](#).

Bridge to Application Resources guide educators to transfer what they have learned in each course to their classroom. The Bridge to Application Resources include ready-to-use, downloadable lesson templates, activities, rubrics, assessments, and graphic organizers. Professional Learning Community guides are also available to support school and district leaders as they facilitate discussions, deepen learning, and make connections to daily instructional practice.

 Please see the [Aspire Bridge to Application Resource Sampler](#) for specific examples of transfer to classroom instruction.

### Aspire (1 year) Pricing Proposal

Item Description	Unit Cost	Quantity	Total Cost
Professional Development licenses (Participant or Leader License)	\$600 per participant	1 participant per learning group	\$600 per participant
Lexia Aspire Professional Learning Continued Access License (Participant or Leader License)	\$200 per participant	1 participant per learning group	\$200 per participant

## Lexia State Success Partnerships



In this State Success Partnership, Lexia will support LETRS for Educators, LETRS for Early Childhood, LETRS for Administrators and Lexia Aspire. With 85% of public school curriculum delivered via reading text, literacy is a cornerstone for success

across all core classes. Students must read well to perform well. That's why, for both students and educators, it's incredibly beneficial when schools integrate literacy best practices across the curriculum beyond early-elementary grades.

Literacy instruction requires all stakeholders to have a deep understanding of scientifically based literacy research and the critical subsystems that support it. Without knowledgeable administrators, informed instructional leaders, and collaborative teams, educators cannot sustain high-quality literacy instruction. There must be district and state guidance, funding, and professional development supports that are aligned to the research, with systems and structures designed to continue the effort. Without a change in educator preparation, state policy, programming, and accountability for school improvement, growth in literacy outcomes for students is extremely difficult.

### ***Wild Success for Educators!***

Lexia's Customer Success team will support this initiative by working with the Department of Education and participating school districts and educators. Lexia understands the critical role of strong leadership teams in driving and maintaining the success of educational initiatives. The Lexia approach is rooted in compassionate guidance and literacy expertise, ensuring that each step of the journey, from goal setting to progress monitoring, is handled with care and precision. Lexia is committed to providing a well-balanced mix of leadership support and educator professional learning for the DOE, tailored to help struggling readers achieve exceptional success. Well-versed in implementation science, Lexia's team will partner with the DOE leadership teams to develop a personalized implementation plan for LETRS and Aspire professional learning.

This plan will focus on offering practical tools that enable educators to implement best practices in literacy instruction and to create an adaptable and sustainable literacy initiative. Educators will utilize the actionable data and targeted resources available through the LETRS and Aspire Platforms. Lexia's Customer Success team is dedicated to walking alongside leadership teams, providing the necessary tools and insights to ensure a transformative impact on student learning.

This **customized, comprehensive State Success Partnership** will be meticulously tailored to meet the specific requirements of this initiative, including the following elements throughout the Term of the Contract:

- A **Professional Learning Customer Success Manager** will work directly with designated state-level contacts to set goals and develop an effective plan for setting expectations, which will be communicated with participating school districts in DOE.
- A **Professional Learning Customer Success Manager** will work directly with each School District leadership team to set goals and develop an effective plan (optional- based on type of implementation)
- A **Customer Success Engineer** will address all technical aspects, such as rostering.
- **Rostering and onboarding support** will allow for quick launch.
- **Targeted support for stakeholders**, including state DOE and participants.
- **Access to support:** Users will have access to technical support.
- **Reporting** at mid and end of implementation

### ***Committed to your State Team!***

The Customer Success Manager will collaborate closely with the Department of Education to formulate an implementation plan, regularly discuss progress, and review data to ensure successful implementation. The Customer Success Manager will play a pivotal role in facilitating regular, in-depth discussions on the progress of the initiatives, ensuring that everyone is informed at every stage.

A vital aspect of this role will involve meticulous data review and analysis to track the progress of the implementation and uncover insights and opportunities for further improvement. The Customer Success Manager and contacts will use this data to make informed decisions and adapt strategies as necessary. The Customer Success Manager will also highlight and identify potential challenges, propose solutions, and celebrate milestones achieved along the way.

Size and scope of implementation as well as methods will impact cost.\*

**\*At point of sale, this partnership will be outlined in detail; deliverables will be based on the Lexia products purchased, implementation model selected, and final number of participants.**

Lexia's Success Management team looks forward to working with the Department to create a customized support plan for the state of Oklahoma.

**ATTACHMENT E-4  
SUPPLIER'S RESPONSE TO SPECIFICATIONS**

**Oklahoma State Department of Education  
EV00000680–Science of Reading  
Academies**

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## 7.7 Section Seven: Response to Specifications and Requirements

### EXHIBIT 1 – MANDATORY SPECIFICATIONS

#### 1. Mandatory Requirements

##### **1.1. Must provide a course or series of courses to address early literacy for educators in Oklahoma who work with students learning to read or at-risk for reading difficulties.**

The **Lexia LETRS® Suite** is comprehensive professional learning designed to provide early childhood educators, elementary educators, instructional leaders, and administrators with the pedagogical knowledge necessary to be literacy and language experts of the Science of Reading. Specific attention is paid to the underlying issues that may be in play with students learning to read as well as struggling readers, and the differences between those at-risk students.

In the LETRS Suite, educators learn that students follow a typical progression of skill acquisition when learning to read. They also learn how the development of oral language supports reading and writing acquisition. Students' printed word recognition abilities and their language comprehension and expression abilities determine the instructional focus. This requires analysis and interpretation of screening assessments (TPRI™ Early Reading Assessment, DIBELS, aimsweb®), observational surveys, rating scales, and diagnostic surveys of academic skills, and practice in making grouping decisions based on data and instructional priorities.

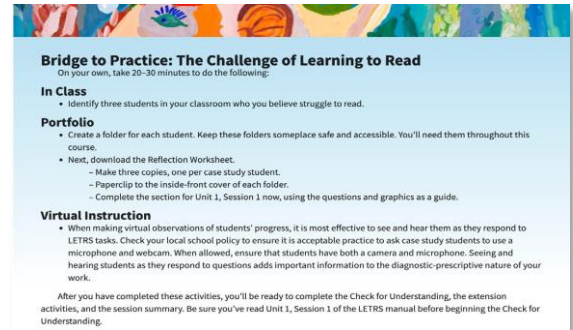
To that end, the LETRS Suite addresses the screening, diagnosis, and monitoring of the instructional needs of students who are showing signs of risk to help teachers learn to identify student needs and intervene to minimize reading failure. LETRS presents a general strategy for selecting and using assessment for specific purposes. Participants examine case studies that represent a range of student subtypes of profiles (including those with decoding and phonological processing weaknesses, orthographic processing or fluency and automaticity problems, and/or oral and written language comprehension difficulties) and interpret classroom screening results and individual students' diagnostic assessments. Assessment results are then linked to appropriate instructional methods, goals, and programs.

##### **1.2. Must provide a course that is program agnostic so that the content learned can be applied to any curriculum resource.**

The **LETRS Suite** offers a flexible, self-paced, digital learning experience grounded in the Science of Reading and equips educators with evidence-based strategies that can be applied across various educational settings and subjects.

Each LETRS course is program agnostic and provides teachers with the knowledge and skills to be able to make instructional decisions to meet all students' needs including those with dyslexia but also other reading difficulty subtypes.

**Bridge to Practice Activities** help educators apply evidence-based concepts and best practices in their daily instruction. Strategies are designed to be adaptable and transferable, making them suitable for different educational programs. These elements ensure that educators can effectively support literacy development in diverse classroom environments, regardless of the specific program in place.



### 1.3. Must provide a course or series of courses that address instruction of students at the elementary (kindergarten through grade 5) level.

The **LETRS Suite** includes **Lexia LETRS® for Educators** (kindergarten through grade 5) for educators to invest in elementary teachers' literacy knowledge and professional practice; **Lexia LETRS® for Early Childhood Educators** (pre-kindergarten through kindergarten) to provide a deep understanding of literacy instruction for the youngest learners, and **Lexia LETRS® for Administrators** to provide the necessary components, including systems and structures, to create a comprehensive implementation plan for a literacy initiative.



**LETRS for Educators** is professional learning for elementary educators that invests in teachers' literacy knowledge and professional practice. Teachers gain essential knowledge to master the fundamentals of literacy instruction required to transform student learning. LETRS is recommended for educators with kindergarten through third-grade students and educators with students still working toward proficiency in fourth and fifth grade.

LETRS fills gaps in teacher preparation education by covering all layers of language organization and their relevance for teaching reading, spelling, writing, and oral language. When educators learn and apply the research contained in LETRS in the classroom, their substantive professional learning will have powerful effects on student learning, including an increase in overall achievement levels and fewer students experiencing reading difficulties.

LETRS participants benefit from:

- Gaining foundational knowledge of language, reading, spelling, and writing that is research-based and provides the skills to deliver explicit, Structured Literacy instruction.
- Deep knowledge of the cognitive and language factors that shape student learning.
- Understanding the diagnostic process for data analysis to identify skill deficits for individuals or student groups.
- Information on how to differentiate instruction based on student data to meet goals.
- A course of study accredited by the International Dyslexia Association®.

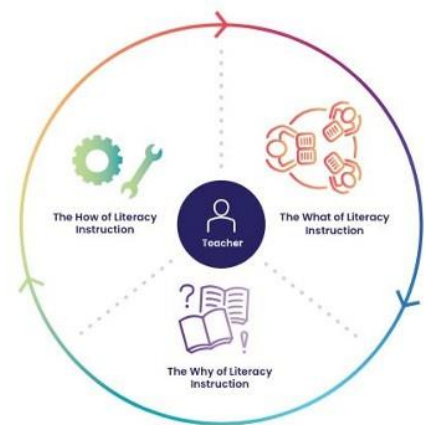


professional learning provides

**LETRS for Early Childhood Educators** provides deep knowledge of literacy instruction for the youngest learners. LETRS for Early Childhood Educators is for educators with multi-age preschool, Pre-K, and kindergarten students who require instruction that's proven to build a strong foundation in early literacy skills. The program's deep literacy instruction knowledge for the youngest learners.

The LETRS for Early Childhood Educators course has three primary goals:

- Focus on definitions and concepts related to early literacy and language, the process involved, and the developmental sequence by which these skills develop.
- Expand strategies used to design and implement rich learning activities that are engaging, effective, evidence-based, and developmentally appropriate.
- Describe and discuss assessment procedures to make the best use of data in teaching the youngest learners.



program aligned to scientifically based research.

**LETRS for Administrators** is designed to guide state, district, and building administrators and instructional leaders to create adaptable and suitable literacy initiatives using systems thinking and implementation science. The program defines the systems and infrastructures required to successfully implement a literacy

Built from research in implementation science and sustainability, school improvement, and shared leadership, the LETRS for Administrators course provides numerous tools—including analysis of the current systems required for improved literacy outcomes—for guiding implementation through various stages.

Instructional leaders of state, district and school communities lead the charge for effective instructional delivery and positive change impacting educator and student success. LETRS for Administrators equips leaders with the resources and tools needed to be the change agents necessary for a systemic shift that improves literacy instruction and student learning.

Instructional leaders benefit from:

- Tools to develop a data-driven literacy action plan centered on scientific research-based instruction and differentiation to meet the needs of all students.
- A condensed overview in language structure and development solidly based in research about how reading and language is acquired and aligned to LETRS.
- Tools and resources to support the navigation of district and school literacy initiatives.
- An increase in overall achievement levels and fewer students experiencing reading difficulties.
- Educators who are more confident, knowledgeable, and able to apply explicit instruction and science-based strategies for student learning.




#### 1.4. Must provide a course that is accredited by the International Dyslexia Association (IDA).

The LETRS Suite is an **International Dyslexia Association (IDA) accredited program** and meets the IDA standards for teachers of reading. Throughout LETRS, teachers are broadly expected to understand reading development, the structure of language, and the nature of reading difficulties and disabilities. LETRS provides guidance for teachers in selecting high-quality instructional materials and supports teachers in making decisions regarding lesson design and educational diagnostic assessment. LETRS offers teachers and literacy leaders a deeper, more comprehensive understanding of language structure and best practice strategies in helping students learn to read.



With an emphasis on phonological processing, LETRS emphasizes that not all reading difficulties are alike but that most readers who have not reached proficiency will have word recognition problems caused by phonological and/or orthographic processing difficulties.

LETRS participants learn about the details of English phonology and orthography so that systematic, explicit instruction encompassing all aspects of language is possible.

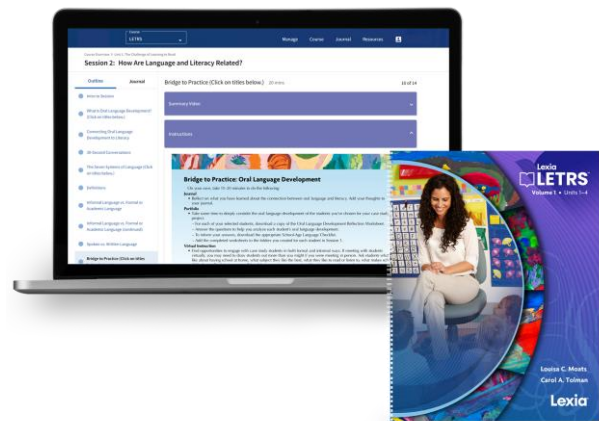
 For more information, please see the [LETRS IDA Alignments](#).

## 1.5. The educator course(s) must provide a minimum of 50 hours of professional learning that includes both asynchronous and synchronous delivery methods.

**LETRS for Educators** and **LETRS for Early Childhood Educators** use a multimodal learning approach that includes a combination of reading the print manuals, participating in asynchronous online course work, and engaging in live online or live in-person professional learning sessions.

This combination of learning activities draws on adult learning theory from *Make It Stick: The Science of Successful Learning* (Brown et al., 2014) to ensure that educators absorb the information and can apply the concepts to their teaching practices.

**LETRS for Educators** is provided in a blended format and is delivered in two years. The optimal implementation for LETRS includes online instruction in all eight units supported by the manual and ongoing live online or live in-person training.



Each unit takes approximately 16 to 24 hours to complete, including time spent reading the manual, working through the online sessions, live online or live in-person professional learning sessions, and completing classroom application activities called Bridge to Practice. Each unit has six to eight sessions and a unit summary activity. Within each session, integrated, interactive exercises connect topics to the research and application in the classroom.

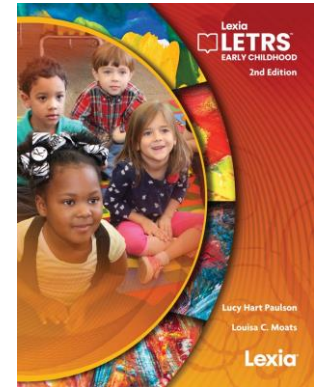
Sessions in the manual follow the same sequence as the online sessions. While completion time varies, all participants receive:

- **Online Platform:** between 50-61.5 hours of activities and content
- **Reading** in Participant Manual: between 18.5-28 hours within two printed manuals
- **Bridge to Practice** application activities: between 18-27 hours for completion

LETRS for Educators requires 48 hours of live in-person or live online professional learning sessions.

- 🔍 For a more detailed account of the hours need to complete each unit, please see [LETRS Estimated Time to Complete by Unit](#).

**LETRS for Early Childhood Educators** is provided in a blended format and is delivered in one year. It includes four units of instruction, each of which is divided into two or four learning sessions. Each unit of the course addresses a critical component of early learning and literacy. Sessions in the manual follow the same sequence as the online sessions. To complete the course, participants must read the manual, complete the online activities, and attend two live online or live in-person professional learning sessions.



The time to complete the reading, online, and **Bridge to Practice Activities** will vary, but as a rough guide, LETRS for Early Childhood Educators takes approximately 32-38 hours of individual study to complete.

- **Online Platform:** between 2 and 5.5 hours per unit
- **Reading** in Participant Manual: between 30 minutes and 2 hours per unit
- **Bridge to Practice** application activities: between 30 minutes and 2 hours per unit

LETRS for Early Childhood Educators requires 2 full-day professional learning sessions delivered live in-person or live online (virtual).

 For a more detailed account of the hours needed to complete each unit, please see: [LETRS for Early Childhood Educators Estimated Time to Complete by Unit](#).

## **1.6. The educator course(s) must be aligned with the research known as the science of reading and address all components of reading and writing and how they are related.**

**LETRS for Educators and LETRS for Early Childhood Educators** provides teachers as well as school and district leaders with research, deep knowledge, and skills in the Science of Reading—an approach proven to make a positive and significant difference in the literacy and language development of every student. LETRS fills the gaps left by most teacher preparation courses, beyond the five essential components of reading. By understanding the “why” behind science and evidence-based research, educators can effectively know how to aid students in learning to read.



Structured Literacy is an approach to teaching oral and written language based on the science of how children learn to read. In a Structured Literacy program, reading and writing skills are taught in a logical order that is beneficial for all students, especially those who are struggling. Aligned to the IDA Structured Literacy Standards, LETRS develops teaching practices proven to be effective in preventing and remediating reading difficulties for students of every age.

 For a summary of the research behind the LETRS course and its references, please see the [LETRS Research Base](#) and [LETRS for Early Childhood Educators Research Base](#).

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- **1.6.1 Phonemic awareness;**

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**LETRS for Educators** outlines how to assess and teach phonological and phonemic awareness skills within a progressive sequence, explaining action steps to take when students do not make expected progress toward identified goals. Participants view examples of direct instruction for speech sounds and speech-sound manipulation (alliteration, segmentation, blending, substitution, reversal, etc.).

The 44 speech sounds (phonemes) of English are introduced, including their place and manner of articulation, how they differ due to coarticulation, and what happens when language variations (dialects) impact students' reading and spelling.

**LETRS for Early Childhood Educators** teaches the developmental sequences of phonological awareness, including which skills children should have mastered as they enter kindergarten. Participants learn how to assess phonological awareness skills and consider how linguistic hierarchy (epilinguistic vs. metalinguistic skills) should inform phonological and phonemic awareness instruction.

- 🔍 For examples, please see Objectives for Unit 2 on page 13 in the [LETRS for Educators Sampler](#) and Objectives for Unit 2 on page 10 of the [LETRS for Early Childhood Educators Sampler](#).

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- **1.6.2. Phonics (both decoding and encoding)**

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**LETRS for Educators** helps participants appreciate the logic of English orthography, its patterns and rules, and how to communicate that logic to students from several approaches. Participants are introduced to orthographic mapping and how it supports word recognition, as well as developmental phases of word-reading and spelling development, with case studies that help distinguish the skills and needs of students at each phase.

LETRS provides examples of expert teaching and demonstrations of pronouncing and teaching sounds, blends, letters, words, and phrases. LETRS presents four kinds of text for beginning readers, including decodable text, and instructs participants on guiding connected, decodable text reading for student success.

Unit 4 of **LETRS for Early Childhood Educators** outlines the essential components of print knowledge and print awareness concepts that are important for young children as they build an understanding that print carries meaning. Strategies for supporting alphabet knowledge, such as letter names, letter shapes, and letter sounds, are described, along with tools for assessing letter knowledge.

- 🔍 For examples, please see Objectives for Unit 3 on page 14 in the [LETRS for Educators Sampler](#) and Objectives for Unit 1 on page 9 of the [LETRS for Early Childhood Educators Sampler](#).

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- **1.6.3. Oral reading fluency**

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The connection between oral language and literacy is emphasized in **LETRS for Educators**, helping educators understand that reading and writing depend on language abilities. Evidence-based instructional strategies to build oral language and phonological foundations, as well as print knowledge, are included.

Educators learn the structures of oral languages—phonology, semantics, morphology, syntax, and prosody—and the importance of each to oral language development in young children.

The general stages of oral language development and the language structures present at each stage are included, along with case studies and strategies for facilitating and assessing oral language. LETRS outlines the connections between vocabulary knowledge and reading comprehension and introduces numerous techniques that enhance the explicit teaching of a new word, including multiple meanings, sentence dictation, classification, definitions, semantic feature analysis, and gradable/complementary antonyms.

**LETRS for Early Childhood Educators** demonstrates how prosody is related to oral language development in young children. Prosody gives meaning to oral language; thus participants are encouraged to use expression and animation in their voice when talking and reading aloud with young children to promote language development and help them more accurately comprehend what is being expressed.

- 🔍 For examples, please see Objectives for Unit 4 on page 19 in the [LETRS for Educators Sampler](#) and Objectives for Unit 2 on page 11 of the [LETRS for Early Childhood Educators Sampler](#).

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- **1.6.4. Vocabulary**

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**LETRS for Educators** outlines the connections between vocabulary knowledge and reading comprehension and introduces numerous techniques that enhance explicit teaching of a new word, including multiple meanings, sentence dictation, classification, definitions, semantic feature analysis, and gradable/complementary antonyms.

Educators gain knowledge on how to foster word consciousness and independent word-learning strategies. Participants learn techniques for explicit vocabulary teaching, such as morphological analysis, while understanding that many word meanings are learned indirectly through means such as being read to, independent reading, and exposure to a language-rich environment. LETRS shows educators how the development of content-specific academic language in the primary grades—through oral language interactions, direct teaching, and text reading—lays the foundation for success in higher grades.

**LETRS for Early Childhood Educators** addresses vocabulary instruction by equipping educators with strategies to develop young children's oral language and vocabulary skills.

Sessions emphasize the importance of rich, developmentally appropriate vocabulary instruction as a foundation for later reading comprehension and academic success. Activities include how to build vocabulary through interactive story-reading routines and explicit vocabulary teaching routines.

- 🔍 For examples, please see Objectives for Unit 5 on page 21 in the [LETRS for Educators Sampler](#) and Objectives for Unit 2 on page 10 of the [LETRS for Early Childhood Educators Sampler](#).

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- **1.6.5. Reading comprehension**

**LETRS for Educators** teaches the multiple stages of reading comprehension instruction using Hollis Scarborough’s Reading Rope model to depict its multifaceted nature. Going strand by strand, LETRS addresses how background knowledge, vocabulary, language structures, verbal reasoning, and literacy knowledge must all be addressed in lesson planning and provides a wide variety of teaching activities supporting these multiple strands.

Participants are guided in selecting informational and narrative texts worthy of being explored in depth. Once these high-quality texts have been chosen, lesson plan templates are provided that help organize planning and time allocation, as well as effective practices for before-, during-, and after-reading activities. Strategies for measuring metacognition (visualizing, retelling, querying, etc.) are also discussed and demonstrated.

Participants plan and implement their own lessons and examine strategies for adapting reading comprehension lessons for students with language disorders and/or low verbal reasoning skills.

**LETRS for Early Childhood Educators** outlines how to design literal and follow-up inferential questioning routines. Participants understand the characteristics and considerations surrounding question types while learning about the four levels of questions as they pertain to specific age ranges. LETRS for Early Childhood Educators also supports educators in creating lower- to higher-level questions by providing guidance and hands-on exercises.

- 🔍 For examples, please see Objectives for Unit 6 on page 22 in the [LETRS for Educators Sampler](#) and Objectives for Unit 2 on page 10 of the [LETRS for Early Childhood Educators Sampler](#).

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- **1.6.6. Handwriting**

**LETRS for Educators** includes techniques for teaching and practicing handwriting fluency. **The Reading-Writing Connection** in Unit 8 presents the case for the importance of writing and why it is a challenge for many students. Teachers are encouraged to adopt an integrated lesson framework for foundational skills and composition and systematically teach letter formation to build handwriting fluency and spelling to support fluent writing.

Unit 4 Sessions 9 and 10 in **LETRS for Early Childhood Educators** outlines the progression of children’s writing, beginning with scribbles, mock letters, and random letter strings that eventually lead to handwriting development. Writing Activity examples provide suggested opportunities for children to practice fine motor skills and early handwriting skills that become the foundation of writing letter shapes.

- 🔍 For details, please see Objectives for Unit 8 on page 27 in the [LETRS for Educators Sampler](#) and Objectives for Unit 4 on page 15 of the [LETRS for Early Childhood Educators Sampler](#).

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- **1.6.7. Content writing**

By utilizing The Reading-Writing Connection, **LETRS for Educators** presents the case for the importance of writing and why it is challenging for many students. Participants learn about **The Simple View of Writing** and are encouraged to adopt an integrated lesson framework for foundational skills and composition and to systematically teach letter formation to build handwriting fluency and spelling to support fluent writing. LETRS reviews the importance of sentence generation as a foundational literacy skill and outlines the writing process for narrative, informational, and opinion writing. Methods for assessing student progress in writing and evaluating student writing using a checklist are included.

**LETRS for Early Childhood Educators** outlines the progression of children’s writing and compares the phases of literacy development and writing development. These phases begin with scribbles, mock letters, and random letter strings in the pre-alphabetic stage and progress to conventional orthography and grammatically correct writing by the conventional stage. Participants are presented with instructional strategies that help young children develop writing skills.

- 🔍 For examples, please see Objectives for Unit 8 on page 27 in the [LETRS for Educators Sampler](#) and Objectives for Unit 4 on page 15 of the [LETRS for Early Childhood Educators Sampler](#).

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## 1.7. The educator course(s) must do the following:

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- **1.7.1 Explain how proficient reading and writing develop,**

Firmly grounded in Science of Reading research, **LETRS for Educators** answers the important questions of 1) how to teach the skills required for proficient reading and writing and 2) what is happening neurologically when students struggle to read and write. The course practically, systematically, and methodically addresses the systems of language underlying literacy, including phonology, orthography, semantics, syntax, discourse, and pragmatics.

One of the first concepts educators learn in LETRS is **The Simple View of Reading**, which states that reading comprehension is the product of two intellectual domains—printed word recognition (decoding) and higher-level thinking processes (language comprehension) (Gough & Tunmer, 1986).

If either word recognition or language comprehension is impaired, students' overall reading proficiency will be impaired. LETRS breaks down each of the parts and subparts of this simple view of reading to provide educators with the scientific understanding to effectively teach reading comprehension.

The **Four-Part Processing Model for Word Recognition** (Seidenberg & McClelland, 1989; Seidenberg, 2013) is supported by modern brain science and explains the mental activities that underlie successful recognition of printed words.

The interaction of basic decoding processes (i.e. phonological and orthographic processing) with word meaning and context is of fundamental importance for understanding how reading is learned and why students vary in their reading abilities. Throughout LETRS, educators engage in activities that illustrate how each part of the processor works and engage in real-world examples that demonstrate the application of the model in classroom settings.

In addition to training educators and leaders in what happens in the processing brain as it recognizes words, LETRS delves into the granularity of what happens when words are recognized and language is comprehended. To do so, LETRS invokes the research of **Hollis Scarborough**, an eminent developmental psychologist and reading researcher, who depicted the attainment of fluent reading as the progressive interweaving of strands or subskills in a rope (2001).

In Unit 8, educators learn about the connection between reading and writing and that writing is important because it benefits reading. The benefits accrue because writing about reading prompts students to reflect on what they have learned, connect ideas, sort main ideas from the less important, paraphrase in their own words, and pursue the meaning of the text more closely. Educators also learn about **The Simple View of Writing**. Like the Simple View of Reading, each of two major domains in the Simple View of Writing comprise of many foundational subskills that lead to skilled written expression.

**LETRS for Early Childhood Educators** emphasizes direct, systematic, and explicit instruction in early literacy foundations and development that lead to a smooth transition to early reading and writing. Participants gain research-based foundational knowledge that provides practical guidance to deliver explicit and systematic literacy instruction. Direct, explicit instruction is modeled in videos of expert teaching and case study examples of research application to classroom instruction.

The theoretical model of the **Simple View of Reading** provides a foundation for the concepts discussed in the LETRS for Early Childhood Educators course. Competent reading is dependent on being able to decode words (word recognition) and make meaning of what is read (language comprehension). The development of these components begins in the preschool years.

Another foundational concept for the course is **Scarborough's Reading Rope**, which illustrates a progressive interweaving of the skills needed for proficient reading. The subskills listed in the Reading Rope are necessary for word recognition and language comprehension, and the early stages in developing these crucial skills are described in detail in LETRS for Early Childhood Educators.

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- **1.7.2 Explain why some students have difficulty learning to read or write, and**

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Over the past two decades working with teachers, **LETRS** authors and facilitators have learned that teaching the requisite understandings that support informed instruction (Snow, Griffin, & Burns, 2005) is time-consuming. Many concepts appear to be simple, basic, or easy on the surface, but when pressed for specific understandings, educators show that their knowledge may be superficial, incomplete, or even misinformed.

To address these present challenges, **LETRS for Educators** and **LETRS for Early Childhood Educators** comprehensively teaches a set of multi-faceted, scientifically based reading research (SBRR) concepts surrounding language, reading, writing, how students learn, why some struggle, and how to bring that knowledge into the classroom.

LETRS incorporates reading research conducted in neuroscience, cognitive development psychology, and linguistics so that educators have solid evidence on why reading is difficult for some students and how to teach reading to benefit all students. LETRS provides participants with comprehensive information and strategies to address the literacy needs of students who have difficulty learning to read or write, such as students with language-based reading difficulties. Course topics include the causes of reading difficulties, identifying specific deficits, understanding dyslexia, and effective remediation techniques, ensuring educators are well-equipped to support diverse learners.

 For an example, please see Objectives for Unit 1, Session 1 on page 12 in the [LETRS Sampler](#).

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- **1.7.3 Explain how reading is not a natural skill and must be taught through explicit, systematic instruction.**


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Learning to read is not a natural act; rather, it requires explicit, systematic, and cumulative instruction that is also diagnostic and responsive. The Science of Reading solidifies an understanding of how language and writing systems work by informing the why, what, and how of effective instruction, both including and going beyond phonics.

The research supporting the Science of Reading clearly indicates that the Structured Literacy approach to instruction is the most effective in teaching students to read. Teachers, who have the greatest impact on student achievement over all other factors, need professional learning that develops their understanding of Structured Literacy and provides strategies to help them apply this learning to their practice.

**LETRS for Educators** and **LETRS for Early Childhood Educators** were designed to help educators become experts in applying Structured Literacy methodology to classroom instruction. LETRS units of study clearly define “systematic, explicit instruction” as teaching that is clear, direct, and follows a logical progression. LETRS provides in-depth coursework to help educators master instruction in all essential components of reading: phonological awareness, phonics, fluency, vocabulary, comprehension, writing, and oral language.

Participants gain research-based foundational knowledge that provides practical guidance to deliver explicit and systematic literacy instruction. Direct, explicit instruction is modeled in videos of expert teaching and case study.

 For more information, please see The 'Reading is Natural' Myth on page 6 of [Science of Reading to Support Your Literacy Instruction](#).

## **1.8. Must provide a course or series of courses designed for administrators to support educations with reading instruction.**

**LETRS for Administrators** is designed to guide state, district, and building administrators and instructional leaders to create adaptable and suitable literacy initiatives using systems thinking and implementation science. The course defines the systems and infrastructures required to successfully implement a literacy program.

Built from research in implementation science and sustainability, school improvement, and shared leadership, LETRS for Administrators provides numerous tools, including analysis of the current systems required for improved literacy outcomes, for guiding implementation through various stages.

Instructional leaders of state, district and school communities lead the charge for effective instructional delivery and positive change impacting educator and student success. LETRS for Administrators equips leaders with the resources and tools needed to be the change agents necessary for a systemic shift that improves literacy instruction and student learning.

Instructional leaders benefit from:

- Tools to develop a data-driven literacy action plan centered on scientific research-based instruction and differentiation to meet the needs of all students.
- A condensed overview in language.
- Structure and development solidly based in research about how reading and language is acquired and aligned to LETRS.
- Tools and resources to support the navigation of district and school literacy initiatives.
- An increase in overall achievement levels and fewer students experiencing reading difficulties.
- Educators who are more confident, knowledgeable, and able to apply explicit instruction and science-based strategies for student learning.

 For more information, please see the [LETRS for Administrators Overview](#).

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**1.9. The administrator course(s) must provide a minimum of 30 hours of professional learning that includes both asynchronous and synchronous delivery methods.**

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**LETRS for Administrators** is designed to be delivered through print and online sessions. The on-demand learning experience is designed to enhance and deepen content understanding by allowing participants to view embedded videos of case studies that illustrate problems of practice and reflect upon new learning. The self-paced coursework can be consumed in small, digestible, actionable learning sessions, allowing for independent learning and engagement with leadership teams. The guided portion of the implementation adds (4) days of live in-person or live online professional learning sessions led by a Lexia LETRS Professional Learning Facilitator (PLF). Sessions are scheduled strategically throughout the implementation.

The time required to complete the reading and online activities will vary, but, as a rough guide, LETRS for Administrators takes approximately 35-59 hours of individual study. Five units of four sessions each are meant to be completed over the course of two years (35 hours), along with four full days of face-to-face professional learning sessions (24 hours).

- **Online Course** (including reading/participant manual): between one and two hours per session, depending on the unit.
- **Live In-Person/Live Online Professional Learning Sessions:** Under a guided implementation model, LETRS for Administrators includes 24 hours of professional learning that takes place over 4 days (each day includes six hours of learning).

 For additional information, please see [LETRS for Administrators Time to Complete by Unit](#).

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**1.10. The administrator course(s) must be aligned with the research known as the science of reading.**

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**LETRS for Administrators** defines the systems and infrastructures required to successfully implement a literacy program aligned to scientifically based research. Administrators will learn that a well-built implementation begins with educating leadership personnel in the Science of Reading, including understanding how the brain learns to read, and the conceptual and theoretical models of reading developed from decades of empirical research.

The course includes exercises, planning tools, and observation rubrics to maintain quality literacy initiatives with content based on the Science of Reading and Structured Literacy. Starting in Unit 1 of the program, administrators are introduced to how the Science of Reading supports a schoolwide system for literacy. Content is broken down into short sessions and can be applied immediately, and self-paced learning allows administrators the flexibility to choose when they access and how long they spend in the course.

The **Sustainability Planning Tool** ensures that the initiative is implemented with fidelity and is seen through, and the Applications of Concepts Tool allows for clear and direct application of the Science of Reading to universal classroom instruction. Additionally, the program includes exercises, planning tools, and observation rubrics to maintain quality literacy initiatives based in the Science of Reading. These build on and reinforce the knowledge administrators acquire in the online or in-person sessions.

 For additional information, please see Objectives for Unit 1 on page 6 of the [LETRS for Administrators Sampler](#).

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### **1.11. The administrator course(s) must explain how to support educators with reading instruction, including each of the following:**

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- **1.11.1. Provide a general understanding of how children learn to read and the components involved in reading instruction,**

**LETRS for Administrators** enables leaders to effectively support their educators as they engage in the LETRS course of study and work to implement their learnings in their classrooms. Literacy instruction requires all stakeholders to have a deep understanding of scientifically based literacy research and the critical infrastructures that support it. Administrators will be immersed in implementation science, system thinking, and components of successful leadership, all of which help augment and support the learnings that educators acquire in the LETRS course of study.

Units 2 and 3 provide a basic overview of universal instruction at the Word Recognition and Language Comprehension Levels, with topics that include:

- Why reading is challenging
- Phonological awareness
- Phonics, word recognition, and spelling
- Oral language and vocabulary development

 For more information, please see the [LETRS for Administrators Outcomes by Unit](#).

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- **1.11.2. Provide information about sufficient time needed for reading and writing instruction and how that time can be scheduled into a school day to allow for both grade-level reading instruction and interventions,**
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**LETRS for Administrators** provides administrators and instructional leaders with the opportunity to develop and support a schoolwide system for reading and writing instruction. Building an effective literacy implementation requires four main stages: a solid foundation, a framework for the structure of the implementation, a strategy for incorporating recursive refinements and improvements, and a sustainability plan. LETRS for Administrators uses these four stages, and the associated components that underpin each step, to provide a blueprint for creating and maintaining an implementation.

Once the foundation is set, the next step is constructing a structural framework that includes necessary components to support the launch of an implementation plan. One such structure includes Schoolwide Schedules that accommodate time for core instruction and intervention blocks. Unit 4 in LETRS for Administrators reviews strategies for maximizing instructional time, identifies example structures for literacy and intervention blocks, and provides sample schedules of well-designed literacy and intervention blocks.



 For more information, please see Objectives for Unit 4, Session 4 on page 22 of the [LETRS for Administrators Sampler](#).

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- **1.11.3. Provide descriptors of what administrators should look for in reading instruction during the performance review process, including informal walk-throughs, and**

Monitoring instructional expectations is a key aspect of the framework necessary to launch an effective literacy initiative. Frequent visits to classrooms by administrators and instructional leaders reinforce the message that everyone is accountable for follow-through.

In **LETRS for Administrators**, administrators are trained to conduct classroom walkthroughs and observations focused on instructional fidelity. An **Application of Concepts Observation Tool** serves as a checklist framework designed for administrators and leaders to use during walk-throughs and performance reviews. This tool highlights specific skills and descriptors that administrators observe, such as phonemic awareness, decoding, and structured literacy routines.

LETRS for Administrators also includes observation rubrics and reflection prompts that can be embedded into formal or informal performance reviews.

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- **1.11.4. Explaining how to use reading data from all assessment types; including screening, diagnostic, and progress monitoring assessments; to guide instructional decisions at the classroom, site, and district level.**

A well-designed assessment plan is crucial to the success of a literacy initiative. An assessment plan can also provide a structure for determining the next steps, the time frame or schedule for giving the assessment, who will be involved, and how the data will be shared. By following the assessment plan, administrators and instructional leaders can be confident that the assessments will monitor student success (Chard & Dickson, n.d.; Fletcher et al., 2019).

**LETRS for Administrators** adheres to research-based best practices by fostering awareness and understanding of various assessment types. Unit 4 highlights the four types of assessments and how to use the resulting data to inform instructional decisions.

Using the Outcomes-Driven Model, administrators and leaders learn to develop a comprehensive assessment plan that identifies which students need additional instruction early and how to monitor students' progress through the school experience.

 For more information, please see Objectives for Unit 4 beginning on page 22 of the [LETRS for Administrators Sampler](#).

## 1.12. All courses must provide a pre-assessment and post-assessments to measure participant growth.

The **LETRS Suite** employs a comprehensive assessment strategy to ensure participants understand the material and can effectively apply it in their teaching practices.

### LETRS for Educators

**Pre-and Posttest Assessment:** Pretests are timed and cannot be retaken. Participants take a 45-question pretest before beginning Unit 1 and the same assessment as a posttest after finishing Unit 4 that evaluates the participant's mastery of the course content. For Volume 2, participants take a 40-question pretest before beginning Unit 5 and the same assessment as a posttest after finishing Unit 8. Post tests are not timed, and participants may only take the posttest once. If a participant scores 79% or below on the posttest assessment, a certificate of completion is generated. If a participant scores 80% or above, a certificate of mastery is issued.

### LETRS for Early Childhood Educators

**Pre-and Posttest Assessment:** A 20-question pretest is given at the start of LETRS for Early Childhood Educators. The pretest is intended to document a participant's knowledge at the start of their LETRS journey. The pretest is not timed, and participants can reference their notes or manual. The pretest cannot be retaken. A posttest is given at the end of LETRS for Early Childhood Educators course of study. The posttest is not timed, and participants can reference their notes or manual. The posttest may only be attempted one time.

### LETRS for Administrators

**Optional Posttest:** LETRS for Administrators includes an optional posttest upon completing the five-unit online course. This assessment is designed to support implementations that require a final evaluation for LETRS for Administrators participants. The posttest is not mandatory to complete the course, but districts or organizations may require it as part of their implementation. The LETRS for Administrators posttest consists of 40 questions. Participants can access the posttest under Unit 5 on their Course Overview page. To be eligible for the posttest, participants must have completed all five units of the LETRS for Administrators course material.

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### **1.13. Must include a Learning Management System (LMS) to track participant progress and learning growth throughout the course.**

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For the **LETRS Suite**, the Learning Management System (LMS) used to track participant progress and learning growth is Lexia’s proprietary platform.

More specifically, educators and administrators access LETRS coursework and track progress via the Lexia LETRS online portal. The LETRS LMS provides tools for:

- Monitoring individual and group progress
- Viewing course completion status
- Tracking assessment results
- Generating reports for professional development and learning growth

This LMS is not a third-party system, but rather a purpose-built platform developed by Lexia to support LETRS professional learning.

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- **1.13.1. Supplier must make the LMS accessible to state personnel.**

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The Learning Platform and the LETRS application now support organizations above the level of a district, such as the state’s Department of Education.

These organizations can own LETRS licenses, allocate state-owned licenses to districts, have state-level participants and course managers, and define state-level cohorts.

State-level individuals can be assigned a state-owned license for any or all of the LETRS courses, thus becoming LETRS participants. State-level individuals, regardless of whether they are participants or not, can also be given Course Manager permissions to help manage their state-wide LETRS implementation. The same Course Manager permission levels exist for state-level individuals as for district-level individuals: Owner, License Manager, Cohort Manager, and View Only. State-level Course Managers with Owner permissions cannot view or set the Course Manager permissions for anyone at a district or school level. They can view or set permissions for other state-level individuals in their own organization only.

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- **1.13.2. The LMS must provide data that is updated within 24 hours of action (at minimum).**

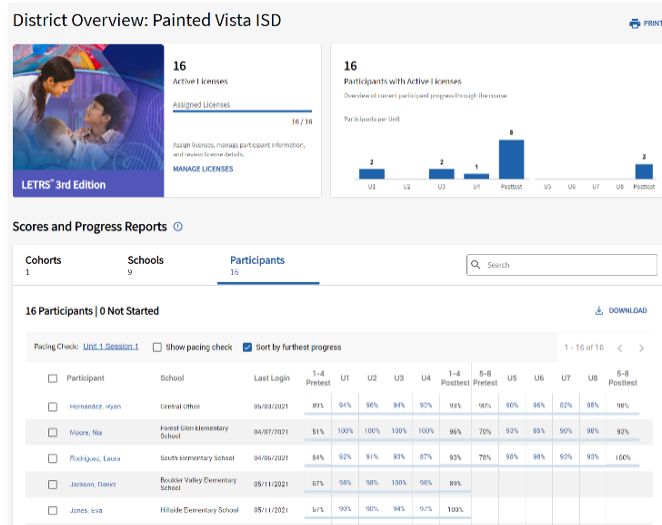
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Each of the courses of study in the **LETRS Suite** offers reporting at the state, district, and school levels, allowing users to access live data instantly available related to activity, progress, and scores.

- **1.13.3. The LMS must record the pre- and post-assessment data for each participant.**

The **LETRS Suite** is equipped with both a pretest and posttest assessment at the end of the program to provide comprehensive feedback of the learned material. Dashboards track educators' participation and progress, allowing both participants and administrators to monitor engagement and knowledge acquisition.

Within the **LETRS for Administrators** online application/platform, the District Report shows a table-based breakdown of the number of users working in specific units. School Reports show a table-based roster of users in a specific building (if rostered as a school) and which units are in progress as well as which have been completed.



Within the **LETRS for Educators** and **LETRS for Early Childhood Educators** Online Application/Platform, a district or school can retrieve a variety of information, which can be used to track teacher participation and progress. Schools can retrieve data such as progress reports that show participant scores for each pre- and post-assessment and unit.

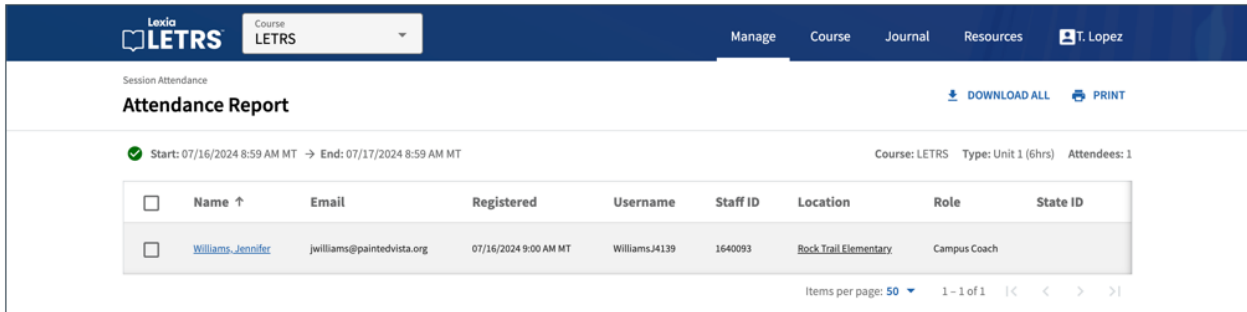
- **1.13.4. The LMS must show the completion progress of asynchronous work for each participant.**

In the Self-Directed Implementation Model, content is delivered through a combination of the print manual and asynchronous sessions in the online platform that records each participant's progress. The learning experience is designed to enhance and deepen content understanding by providing participants the opportunity to access videos of classroom instruction that illustrate strategies, engage with practice activities, and provide information on how to translate those activities to instructional routines and reflect upon new learning. The self-paced coursework can be consumed in small, digestible, actionable learning sessions and allows for both independent learning and engagement in professional learning communities.

School leaders can monitor educators' progress through data on completion rates, time spent, and Check for Understanding quiz scores.

- **1.13.5. The LMS must record the attendance of each participant in synchronous sessions.**

The **LETRS Suite** offers a professional learning session attendance tracking feature within the application itself. The session attendance features are available for unit PL sessions led by national professional learning facilitators (PLFs). Course managers have access to Session Attendance Reports and Participant session certificates.



Name ↑	Email	Registered	Username	Staff ID	Location	Role	State ID
<input type="checkbox"/> Williams, Jennifer	jwilliams@paintedvista.org	07/16/2024 9:00 AM MT	WilliamsJ4139	1640093	Rock Trail Elementary	Campus Coach	

- **1.13.6. The LMS must provide the ability to sort participants by district and learning group.**

Each course of study in the **LETRS Suite** offers reporting at the State, District, and School levels. Users with these levels of access will see live data related to activity, progress, and scores.

Within the **LETRS for Administrators** online application/platform, the District Report shows a table-based breakdown that allows sorting of the number of participants working in specific units. School Reports show a table-based roster of users in a specific building (if rostered as a school) and which units are in progress as well as which have been completed.

For additional tracking and filtering, each district and school can create its own cohort(s). A cohort is a group of participants within the same course. A participant can be in multiple cohorts or no cohort.

## **1.14. Must provide a pathway to train state personnel to become state-wide facilitators on the course materials.**

The **LETRS Suite** ensures the quality and effectiveness of its professional development programs by setting specific qualifications for facilitators and implementing measures to document and verify staff knowledge. Those interested in becoming a Local Certified Facilitator (LCF) must be individuals with a deep understanding of LETRS content, a commitment to become an expert in the research and evidence-based theories of LETRS, and the intention to support the implementation and sustainability of LETRS in the sponsoring agency. Sponsoring agencies can be local, regional, or state educational agencies. Ideal LCF candidates are passionate leaders among their peers who fulfill rigorous requirements to be accepted into the program.

A LETRS Facilitator:

- Shows a deep understanding in research and evidence-based theories.
- Is qualified to deliver professional learning sessions.
- Supports the implementation of LETRS in the local sponsoring agency.

 For more information, please see [LETRS Local Certified Facilitator Overview](#).


- 
- **1.14.1. Provide course materials and training to facilitators (may or may not include additional cost).**
- 

The LETRS Local Facilitator (LCF) certification process takes approximately 7 weeks to complete. After completion of the 4-day live in-person training, LCF candidates will have 4-6 weeks to complete the Connecting Activities and to meet with a Lexia PLF for feedback and coaching. The additional 2 days of live online training will follow shortly after the completion of the Connecting Activities. The Lexia PLF will coordinate the scheduling of the 2 days of live online training with the members of Public LCF cohorts as early as possible in the overall certification training process.

Individuals must complete the entire LETRS LCF certification process before Lexia will provide them with access to the LETRS professional learning materials and they can begin facilitating training within their sponsoring agencies.

As part of the implementation process, Lexia provides a LETRS Facilitator resource bundle which includes the following:

- A facilitator's training manual.
- A one-year license to the LETRS Learning Platform for the volume(s) for which LCFs are certified.
- LCF license includes access to the online learning platform and the LETRS training materials.
- A one-year license to the Literacy Symposium.

 For more information, please see the [LETRS Local Facilitator Certification](#).

- 
- **1.14.2. Provide ongoing training to state-level facilitators on an annual (at minimum) basis.**
- 

Lexia's ongoing Implementation and Technical Support is supported by Directors of Customer Success Management, along with State and Regional Senior Customer Success Managers. These teams include consultation and technical assistance via phone or email and technical support on the use of all components of LETRS.

At the district level, Lexia provides the following annual requirements to maintain LETRS local certified facilitator licenses:

- Complete at least eight sessions and pass each quiz with 80% or higher in the Literacy Symposium.
- Sign and submit a Statement of Commitment.
- Remain employed with the original sponsoring agency.
- The sponsoring agency purchases a LETRS local certified facilitator license renewal.

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### **1.15. Must provide dedicated technical support to the State Education Agency.**

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- **1.15.1. Consistent and regular communication with State team.**

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As part of the LETRS state implementation, a dedicated State Success Manager will work directly with designated state-level contacts to set goals and develop an effective plan for setting expectations, which will be communicated with participating school districts.

Up to two State-level Success Planning Meetings will be held to plan state-wide implementation logistics, including determining communication timelines and planning statewide information Sessions and Leadership Launches.

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- **1.15.2. Communication with participants on program logistics.**

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Lexia is committed to maintaining clear and consistent communication with the state education agency to ensure a smooth and effective LETRS implementation. Weekly virtual check-ins will be facilitated to review progress, address challenges, and remove barriers to successful adoption.

In collaboration with the Department of Education (DOE), up to two statewide informational webinars will be hosted to provide key program overviews and address statewide questions. All participants will be invited to a virtual live kickoff event, and ongoing communication will be supported through regular emails and open office hours for additional guidance.

To further support implementation, participants will have continuous access to the LETRS Help Center and a dedicated state-specific LETRS website, which will include a customized FAQ resource developed in partnership with the DOE. Additionally, Lexia will provide direct access to customer service and technical support via email and phone to address any logistical or technical needs.

Through these coordinated efforts, Lexia and LETRS will ensure transparency, accessibility, and responsiveness in communication with the state agency and participating schools and educators.

---

- **1.15.3. Provide certificate of completion to participants for course.**

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Educators' accomplishments are recognized and celebrated with certificates of completion or proficiency based on their individual efforts. As users progress through the platforms, they will receive certificates at the end of each course.

**LETRS** includes two types of certificates:

- A Certificate of Completion is given when the educator earned a course score of less than 80% on the Check for Understanding.
- A Certificate of Proficiency is provided when they have earned a course score of 80% or higher on the Check for Understanding.



Educators can view the certificates for all courses they complete via their transcript. LETRS allows leaders to access pertinent information so that decisions can be made that positively impact, support, motivate, and appreciate educators, which can lead to increased rates of participant completion.

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## **1.16. Must provide regular reports on participant progress and growth to the State Education Agency.**

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Lexia's role in providing reports to the State Education Agency is crucial for effective monitoring of the progress of the implementation and achieving desired literacy outcomes. Lexia's comprehensive reporting framework promotes transparency and engagement with all stakeholders while being an essential component for data-driven decision making.

Lexia will provide or facilitate reporting on Lexia’s services in support of the State’s LETRS initiative through mid and end of implementation that include:

- Usage/Distribution of the online product for all participants throughout the Term of the Contract
- Course progress/growth within the online product for all participants throughout the Term of the Contract
- Implementation Challenges/Risks/Recommendations
- Participant Quantitative & Qualitative Feedback Summary

## EXHIBIT 2 – NON-MANDATORY REQUIREMENTS SCOPE OF WORK

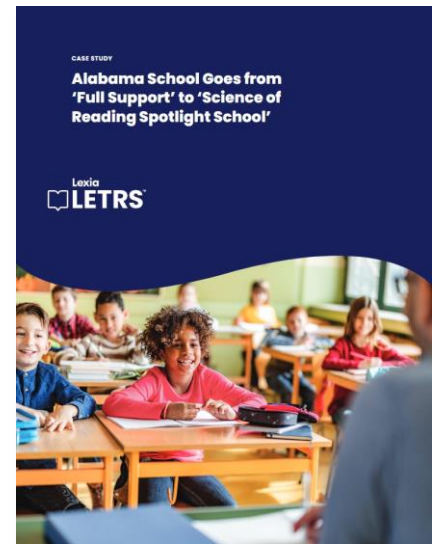
### 2. Non-Mandatory Requirements

#### 2.1. May have an established history (with references) working with large-scale state implementations, including providing support to the department of education.

Lexia has partnered with numerous states to deliver comprehensive professional learning rooted in the Science of Reading, including [Mississippi](#), [North Carolina](#), [South Carolina](#), [Arkansas](#), [Kansas](#), [Oklahoma](#), [Utah](#), [Michigan](#), [New Hampshire](#), [Arizona](#), [Kentucky](#), and [Iowa](#).

A summary of three additional states that have partnered with Lexia for professional learning is provided below:

- **Rhode Island:** The Rhode Island Department of Education (RIDE) partners with Lexia on several state-level initiatives, both for general instruction support and intervention. RIDE utilizes the LETRS Suite across the state in cohorts, and additional LEAs participate in specific intervention pilots.
- **Arizona:** Since 2021, the Arizona Department of Education, using ESSER and ARA funds, has been providing LETRS training to over 3,000 educators across the state. The focus of the training is on both the early childhood and K-5 settings to build teacher capacity in high-needs schools to improve student achievement.
- **Alabama:** When Jerry Collins, Ph.D., became principal at Central Elementary School in Tuscaloosa, Alabama, he started looking at ways to get more of the school's students reading successfully by third grade. In 2018, the school had been deemed a "full support school" based on test scores. Collins learned about Lexia LETRS, a flexible literacy professional learning solution for educators and administrators, and completed the administrative component, LETRS for Administrators. Since his educator staff of 22 have started combining LETRS with the Science of Reading in their classrooms, more than 74% of the school's kindergarten students are proficient in reading.



🔍 Read more in the linked LETRS Case Study: [Alabama School Goes from 'Full Support' to 'Science of Reading Spotlight School.'](#)

The references below can be contacted to validate large-scale state implementations.

<b>Rhode Island Department of Education (RIDE)</b>	<b>Contact:</b> Emily Klein <b>Address:</b> 255 Westminster Street, 5th Floor, Providence RI 02903 <b>Email:</b> Emily.Klein@ride.ri.gov <b>Telephone Number:</b> 401-222-8985
<b>Arizona Department of Education</b>	<b>Contact:</b> Sean Ross <b>Address:</b> 1535 W. Jefferson Phoenix, AZ 85007 <b>Email:</b> sean.ross@azed.gov <b>Telephone Number:</b> 602-542-5342
<b>Alabama Department of Education</b>	<b>Contact:</b> Karen Rutledge-Bell <b>Address:</b> 50 North Ripley St, P.O. Box 302101, Montgomery, AL 36104 <b>Email:</b> krbell@alsde.edu <b>Office Telephone Number:</b> 334.694.4638 <b>Mobile Telephone Number:</b> 334.327.0741


## 2.2. May have an established history working with Oklahoma educators and/or the Oklahoma State Department of Education.


Over the past three years, Lexia has established a strong and ongoing partnership with the Oklahoma State Department of Education (OSDE), delivering impactful professional learning in the Science of Reading to educators across the state. **LETRS** has been implemented voluntarily across five statewide cohorts, reflecting years of sustained collaboration.

To date, LETRS has served approximately 4500 educators across over 415 districts in Oklahoma. With over 5,800 licenses purchased and implementation reaching 83% utilization, LETRS continues to be a cornerstone of Oklahoma’s commitment to evidence-based literacy education.

As of January 2025, the Oklahoma Department of Education reports:

- Participants have demonstrated a knowledge growth increase of 31% from the pretest to the posttest in LETRS volume 1.
- Participants have demonstrated a knowledge growth increase of 18% from the pretest to the posttest in LETRS volume 2.

 Read more in the linked LETRS Case Study: [Training Educators and Administrators in LETRS Improves Literacy Outcomes in Oklahoma’s Enid Public Schools.](#)

 To view the current OSDE implementation, please see the [2025 Quarterly Progress Report.](#)

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**2.3. May have training pathways specific for a variety of educator groups and topics, including, but not limited to, handwriting, content writing, and disciplinary literacy.**

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Not applicable.

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**2.4. May address topics related to reading but not addressed in the National Reading Panel, including, but not limited to, handwriting, content writing, and disciplinary literacy.**

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The **LETRS Suite** addresses topics beyond reading comprehension; it also presents the case for the importance of written expression and why it is a challenge for many students. Teachers are encouraged to adopt an integrated lesson framework for foundational skills and composition and to systematically teach letter formation to build handwriting fluency as well as spelling to support fluent writing.

The following are examples of topics addressed in each LETRS program that relates to reading but not directly addressed by the National Reading Panel.

**LETRS for Early Childhood Educators**

- Consolidated Alphabetic Reading and Writing”
- “Foundations of Writing Development”
- “Phases of Literacy Development and Writing Development”

**LETRS for Educators**

- “The Reading-Writing Connection”
- “Principles of Spelling Instruction”
- “Paragraph Writing Practice”

**LETRS for Administrators**

- “What Do Administrators Need to Know about the Reading-Writing Connection”

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**2.5. May define characteristics of specific reading difficulties (e.g. dyslexia, developmental language disorder) and provide evidence-informed strategies for addressing those needs.**

---

The **LETRS Suite** facilitates the early identification of and intervention of reading challenges, including dyslexia. LETRS provides information on why reading difficulties occur with students and how to support students with severe and persistent learning needs, such as neurodevelopmental disorders (e.g., dyslexia and dysgraphia) and developmental language disorders. LETRS is an International Dyslexia Association (IDA) accredited program and meets the IDA standards for teachers of reading.

Throughout LETRS teachers are broadly expected to understand reading development, the structure of language, and the nature of reading difficulties and disabilities.

LETRS addresses the screening, diagnosis, and monitoring of the instructional needs of students showing signs of risk to help teachers learn to identify student needs and intervene to minimize reading failure. Teachers who apply best practice use a variety of tools to plan and implement instruction, including: using a decision-making framework for selection of assessment tools; using screening and diagnostic assessment to identify subgroups of students; planning initial instruction based on data; using progress monitoring and benchmark testing to adjust instruction; rearranging groups; aligning intervention; and understanding when to use valid, reliable, and efficient assessments specific to all students.

Equipped with these understandings, educators can individualize instruction, teach small groups according to student needs, adapt instruction for diverse students, and evaluate student progress. LETRS accomplishes these goals by respecting the way teachers learn—through consideration of evidence from research, discussion of real classroom challenges and dilemmas, and demonstration of explicit, systematic teaching activities across all essential components of literacy instruction.

LETRS provides guidance for teachers in selecting high-quality instructional materials and supports teachers in making decisions regarding lesson design and educational diagnostic assessment. With a combination of online coursework, live online/live in-person professional learning sessions, and print resources, LETRS gives educators the tools to improve reading outcomes for students. LETRS offers teachers and literacy leaders a deeper, more comprehensive understanding of language structure and best practice strategies in helping students learn to read.

The following LETRS modules define specific reading difficulties and evidence-informed strategies:

### **LETRS Early Childhood**

- "Summary: Phonological "PH"oundations"

### **LETRS for Educators**

- "Reading Problems Have Many Causes"
- "What's Behind Policies Such as RTI and MTSS?"
- "Case Study of a Third-Grader (Jack)"

### **LETRS for Administrators**

- "The Subtypes of Reading Disabilities"

## 2.6. May define characteristics of specific difficulties that students with limited English proficiency might experience and evidence-informed strategies to address those needs.

The **LETRS Suite** outlines some of the challenges that make learning to read difficult as well as how to teach the skills required for proficient reading and writing, specifically noting areas where English Language Learners may need particular emphasis.

By applying the **Simple View of Reading** model that is thoroughly explained in LETRS, teachers of English Language Learners will understand and adjust their instruction to address oral language comprehension and word recognition.

LETRS specifically addresses phonemic variations for English Learners and provides learning objectives regarding the speech sounds of English. LETRS introduces the phonemes of English, their place and manner of articulation, how they differ due to coarticulation, and delves into why students make certain phoneme substitutions.

Armed with this information, teachers can be far more effective at establishing foundational skills and giving feedback. LETRS makes the case for direct and explicit instruction for English Learners, and the LETRS Suite of products outlines the importance of systematic and explicit teaching, the importance of oral language development, and vocabulary development.

When differentiating for English Language Learners, teachers who apply best practice strategies use a variety of tools to plan and implement instruction, including:

- Using a decision-making framework for selection of assessment tools
- Using screening and diagnostic assessment to identify subgroups of students
- Planning initial instruction based on data
- Using progress monitoring and benchmark testing to adjust instruction
- Rearranging groups
- Aligning intervention
- Understanding when to use valid, reliable, and efficient assessments specific to Emergent Bilinguals

 For more information, please see how [LETRS Empowers ELL Educators](#).

## 2.7. May have experience working with Institutes of Higher Education to support preservice teachers with reading instruction.

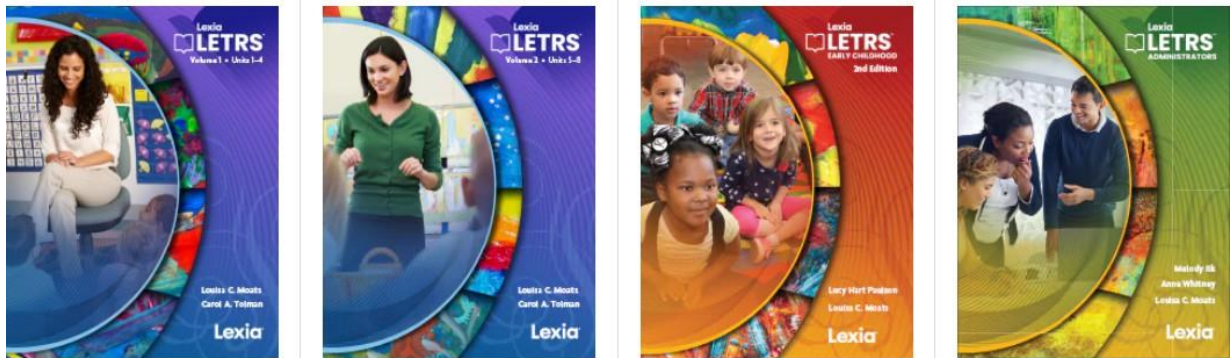
Not Applicable.

## 2.8. May have print materials to accompany online learning.

- **2.8.1. Materials are printed by the publisher.**

The participant bundle for all LETRS courses includes access to the online learning platform and a print manual.

The appendices of the print manuals contain materials and tools for classroom use, including assessment templates, reading passages, graphic organizers for students, lesson plan templates, and writing tools for students (sentence builders, editing and proofreading checklists, two-column notes, etc.).



- **2.8.2. Materials are shipped directly to the participants.**

The print manuals can be shipped to one location, to multiple schools, or to district locations.

## 2.9. Asynchronous learning sessions may include the following activities:

- **2.9.1. Reading of texts and peer reviewed articles;**
- **2.9.2. Videos of speakers and demonstrations of activities with students**
- **2.9.3 Activities for participants to complete to practice information**
- **2.9.4. Opportunities to engage with other participants in the online platform**

Becoming a literacy expert takes years of immersive experiences, including reading and study, practice and application, trial and error, and reflection. The **LETRS Suite** meets these needs by employing coordinated modalities and creating a blended learning experience for understanding reading science and its application to classroom instruction. Participants hear and engage with the content multiple times and in different ways, which helps them gain a more complete understanding of how the content impacts students' learning.

The asynchronous online course work includes interactive, multimedia supports like classroom video modeling, drag-and-drop exercises, as well as journal-type entries.

**Bridge to Practice Activities** provide opportunities for educators to apply concepts and practices in their classes using their own curriculum materials.

 For more information, please see [LETRS Best Practices: Implementation Models](#).

## 2.10. Facilitated learning sessions may be offered in person or virtually.

Professional Learning Facilitators (PLFs) provide professional learning sessions via Live Online and Live In-Person modalities. These sessions enhance LETRS course content knowledge and understanding by guiding participants through engaging, thought-provoking exercises that deepen knowledge, clarify concepts, and help them apply instructional routines and assessments in the classroom.

The **LETRS for Elementary Educators** implementation requires two full-day professional learning sessions delivered live in-person or live online (virtual) with four half-day live online sessions or two full-day in-person session.

The **LETRS for Educators** implementation requires four full-day professional learning sessions per Volume, delivered live on-site or live online (virtual) with eight live online half-day sessions (three hours) per Volume or four live in-person full-day sessions (six hours) per Volume (depending on availability). Districts also have the option of choosing full days in a virtual setting.

The **LETRS for Administrators** implementation requires four full-day professional learning sessions (2 per year, four total) delivered live on-site or live online (virtual) with four live online half-day sessions (three hours) or two live in-person full-day sessions (six hours) depending on availability over two years.

 For more information, please see the [LETRS Multi Year Implementation Guide](#).

## 2.11. Facilitated learning sessions may provide for active engagement throughout the course, including virtual sessions.

Becoming a literacy expert takes years of immersive experiences including reading and study, practice and application, trial and error, and reflection. **LETRS** meets these needs by employing coordinated modalities and creating a blended learning experience for understanding reading science and its application to classroom instruction. LETRS participants hear and engage with the content multiple times and in different ways, which helps them to gain a more complete understanding of how the content impacts students' learning.

The multimodal learning approach includes a combination of reading the print manuals, asynchronous online course work, and live online or live in-person professional learning sessions. This combination of learning activities draws on adult learning theory from *Make It Stick: The Science of Successful Learning* (Brown, et. al 2014) and ensures that educators absorb the information and can apply the concepts to their teaching practices.

Research has found that educators need multilayered support to transfer understanding of a topic to the classroom and ensure sustained improvement in student learning. LETRS courses include interactive, multimedia supports like classroom video modeling, drag-and-drop exercises, as well as journal-type entries, all of which build on and reinforce the knowledge educators acquire in the online or in-person sessions.

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### **2.12. May provide for an artifact or portfolio to be completed throughout or at the end of the course to demonstrate application of information learned.**

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**LETRS for Early Childhood Educators** and **LETRS for Educators** both include **Bridge to Practice Activities** at the end of each unit to provide opportunities for teachers to demonstrate their understanding of the course content by taking the research into their own classrooms or participating in case studies of realistic classroom scenarios. Teachers synthesize new information, explore what changes need to be made in their instructional delivery, and reflect on the implications of this new understanding.

Examples of Bridge to Practice Activities include daily schedules and routines for oral language, phonological awareness, and print knowledge, using an early literacy checklist for student assessment purposes; and planning repeated reading lessons.

In addition, in the first session, participants will select three students to follow through the LETRS for Educators and LETRS for Early Childhood Educators courses by collecting data, making observation notes, and considering how specific skills and strategies might help meet those students' needs.

The Bridge to Practice Activities help participants create portfolios of work that reflect their professional growth. Activities are editable in the online platform, making them accessible and efficient to complete and allowing educators to save their records if desired. Completing this portfolio is a requirement for successful completion of the course.

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### **2.13. May provide periodic checks for understanding throughout the course(s).**

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**LETRS for Early Childhood Educators** has 10 **Check for Understanding** assessments; typically, four-five questions are presented at the end of each session. The Check for Understanding assessments are not timed, and participants can reference their notes or manual. Participants will see their score and incorrect answers as soon as they finish a Check for Understanding. Each Check for Understanding may be attempted up to two times. The best score is recorded in the online learning platform.

Each unit in **LETRS for Educators** includes multiple sessions. Following each session, the course pauses to check for participants' understanding before moving on to the next session. Check for Understanding assessments are typically 4-5 questions. Volume 1 has 32 Checks for Understanding, and Volume 2 has 24. These are untimed, and the user may reference their notes or manual. The user will see their score along with any incorrect answers immediately after completing the Check for Understanding. Users have 1 retake (retest) opportunity, and their best score of the two attempts is recorded in the LETRS Learning Platform.

**LETRS for Administrators** participants complete Unit Summary evaluations at the end of each of the 5 LETRS for Administrators units.

Unit Summary activities require participants to apply the concepts introduced in the unit to the participant's school or district and are completed individually or with a leadership team. Examples include collecting and analyzing their teachers' lesson plans, setting improvement goals with their leadership team, and identifying situations that may derail a positive implementation of their literacy initiative.

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## **2.14. The Learning Management System (LMS) may provide additional information to state personnel, including, but not limited to:**

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- **2.14.1 Amount of time each participant spends on asynchronous work**

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Within the **LETRS for Educators** and **LETRS for Early Childhood Educators** online platform, a district or school can retrieve a variety of information, which can be used to track teacher participation and progress.

Within the Participant Details view, users can view details for individual participants, which include the participant's last login, license status, course progress, how much time was spent in a unit, and all scores and certificates earned by the participant.

- **2.14.2. Scores for each assessment in the course beyond the required pre-and post- assessment**

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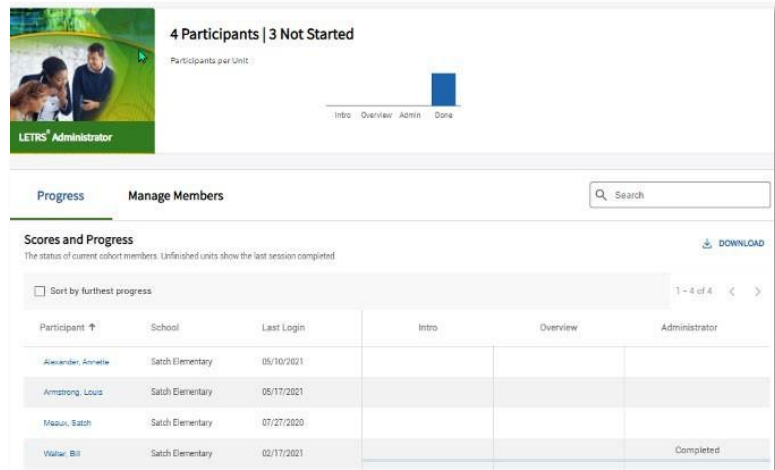
Within the **LETRS for Educators** and **LETRS for Early Childhood Educators** online platform, users can view by cohort and participants scores for each assessment (pre-/posttest and unit) and quickly see where participants are in the program, including which unit and/or volume has been completed and its completion date.

- **2.14.3 The ability to sort participants by school (in addition to required district and learning group sort ability).**

Within the **LETRS for Administrators** online platform, the District Report provides a table-based breakdown of the number of users working in specific units. School Reports provide a table-based roster of users in a specific building (if rostered as a school) and which units are in progress as well as which have been completed.

Within the **LETRS for Educators** and **LETRS for Early Childhood Educators** online platform, the District/School Overview and Summary provides a quick visualization of utilization of active licenses, participants within the district/school, and a quick snapshot of where the participants are in the course content.

All LETRS participants can be filtered and sorted by district or campus location.



# Lexia®

## ALL FOR LITERACY

a **cambium** company

Lexia®, a Cambium Learning® Group company, is a leader in science of reading-based solutions. For 40 years, we have focused on pre-K–12 literacy and providing solutions for every student and educator. With a complete offering of professional learning, curriculum, and embedded assessment solutions, we help more learners read, write, and speak with confidence.

# ATTACHMENT G

## FEDERAL FUNDING TERMS

This State of Oklahoma Federal Funding Terms is a Contract document in connection with a Contract awarded by and through the State of Oklahoma, Office of Management and Enterprise Services, with a vendor, supplier, or contractor ("Supplier"). Supplier acknowledges that acquisitions under this Contract may use federal assistance for purposes of funding the acquisition. When procuring property and services using Federal financial assistance, the State must follow the same policies it uses for procurements from its non-Federal funds along with all other requirements of the Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance). In addition, the State and Supplier ("Parties") must agree to the standards identified in Federal Regulations 2 CFR Sections 200.321 through 200.323 and ensure purchase orders, contracts, or subcontracts include clauses required by 2 CFR Section 200.327.

*The terms and conditions provided in this Attachment are general Federal award requirements. Additional terms, conditions, or exceptions may be required that are specific to the Federal financial assistance used in each procurement transaction. Any additional terms, conditions, or exceptions shall be incorporated into a purchase order, contract, or subcontract to ensure compliance with the Federal financial assistance attached to this Contract.*

In addition to the terms contained in applicable Contract documents and the requirements mentioned above, the Parties agree to the following Federal Funding Terms.

### 1 AFFIRMATIVE STEPS FOR CONTRACTING.

- 1.1 Parties acknowledge that any non-Federal entity included in this Contract must take affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. In addition to and in conjunction with 74 O.S. Sections 85.45 through 85.45i., those affirmative steps must include:
- a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
  - b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
  - c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
  - d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

- e. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- f. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (a.) through (e.) of this section.

**2 INFORMATION SUBMITTED.**

Supplier acknowledges that all information, reports, and other documents and data submitted to the State and its representatives in connection with this Contract were, at the time they were (or will be) furnished, and are, as of the date hereof (or will be as of the date they are furnished), true, correct, and complete in all material respects.

**3 COMPETITIVE BIDDING.**

All funds received by the Supplier herein are subject to the State Purchasing Act and the procurement standards found in 2 CFR Sections 200.321 through 200.323, and 2 CFR Section 200.327. The Supplier acknowledges and agrees that these funds were to the best of Supplier's knowledge competitively bid or covered by an exemption as described therein.

**4 AUDITING AND MONITORING REQUIREMENTS.**

Supplier acknowledges that the funds used in this transaction are subject to the requirements found in Sections 2 CFR Sections 200.500 through 2 CFR § 200.520; and therefore, the State is subject to audit by Federal and State entities.

**4.1** The Supplier agrees to provide the State of Oklahoma, the U.S. Department of Treasury, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Supplier which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. The Supplier agrees to permit any of the foregoing parties to copy or reproduce, by any means, excerpts and transcriptions as reasonably needed, and agrees to cooperate with all such requests. All records related to this transaction must be kept for five years after the completion of this Contract.

**4.2** If applicable, the Supplier agrees to provide the Treasury Department or authorized representatives access to construction or other work sites pertaining to the work being completed under the Contract.

**4.3** No language in this Contract is intended to prohibit audits or internal reviews by the Treasury Department or the Comptroller General of the United States.

**4.4** The Supplier further agrees to include a provision requiring such compliance in its lower tier covered transactions.

## 5 BUYING PREFERENCES.

**5.1 Domestic Preferences, 2 CFR Section 200.322.** Supplier should, to the greatest extent practicable under the scope of this Contract, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards, including all contracts and purchase orders for work or products under this Contract. For purposes of this section:

- a. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- b. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber; and
- c. Federal financial assistance for infrastructure projects must implement the Buy America preferences set forth below.

**5.2 Buy America Preference, 2 CFR Part 184.** Applies to Federal awards where funds are appropriated or otherwise made available for infrastructure projects in the United States, regardless of whether infrastructure is the primary purpose of the Federal award. Must be included in all subawards, contracts, and purchase orders for the work performed, or products supplied under the Federal award. Infrastructure encompasses public infrastructure projects in the United States, which includes, at a minimum, the structures, facilities, and equipment for roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property; and structures, facilities, and equipment that generate, transport, and distribute energy including electric vehicle (EV) charging.

## 6 STATUTES AND REGULATIONS PROHIBITING DISCRIMINATION.

**6.1 Executive Order 11246, "Equal Employment Opportunity,"** as amended by EO 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor. Applies to any construction work and subcontract work, or modification thereof, which is paid for in whole or in part with funds obtained from the Federal Government, unless otherwise exempted.

**Construction Contracts 41 CFR Section 60-1.4(b).** During the performance of this contract, the contractor agrees as follows:

- a. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

- b. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. which includes that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- c. The contractor will not discharge or discriminate against any employee or applicant for employment because they inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This does not apply to instances in which an employee who has access to the compensation as part of the employee's essential job function discloses the compensation to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- d. The contractor will send to each labor union or representative of workers with which a collective bargaining agreement is in place or other contract or understanding, a notice to be provided advising the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

**6.2 Title VI of the Civil Rights Act of 1964** (42 U.S.C. §§ 2000d, *et seq.*) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibits discrimination on the basis of race, color, or national origin under programs or activities receiving Federal financial assistance.

**6.3 Fair Housing Act, Title VIII of the Civil Rights Act of 1968** (42 U.S.C. §§ 3601, *et seq.*), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability.

- 6.4 Section 504 of the Rehabilitation Act of 1973**, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance.
- 6.5 Age Discrimination Act of 1975**, as amended (42 U.S.C. §§ 6101, *et seq.*), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance.
- 6.6 Title II of the Americans with Disabilities Act of 1990**, as amended (42 U.S.C. §§ 12101, *et seq.*), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
- 6.7 Protections for Whistleblowers.** In accordance with 41 U.S.C. § 4712, the Parties may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant. The list of persons and entities referenced includes the following:
- a. A member of Congress or a representative of a committee of Congress;
  - b. An Inspector General;
  - c. The Government Accountability Office;
  - d. A Treasury employee responsible for contract or grant oversight or management;
  - e. An authorized official of the Department of Justice or other law enforcement agency;
  - f. A court or grand jury; or
  - g. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

**7 CONTRACT AND SUBCONTRACT LEVEL REQUIREMENTS.**

In addition to State procurement regulations, the following Federal regulations apply.

- 7.1 Contracts and Purchases in Excess of \$2,000.** The following applies to contractors and subcontractors performing on Federal funded or assisted contracts in excess of \$2,000 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works, and requires that Supplier must comply with two sets of regulations:

- a. **The Davis-Bacon Act (40 U.S.C. §§ 3141-3144, and 3146-3148)** as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). When applicable, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- b. **Copeland "Anti-Kickback" Act (40 U.S.C. § 3145)**, as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

## **7.2 Contracts and Purchases in Excess of \$10,000.**

- a. **Recovered Materials.** Any state agency or agency of a political subdivision of a state and its suppliers or contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

## **7.3 Contracts and Subcontracts for \$25,000 and Above**

- a. **Suspension and Debarment.** Restricts awards, subawards, contracts, and subcontracts with Suppliers that are debarred, suspended, or otherwise excluded, or declared ineligible for participation in federal assistance programs and activities. This Contract is a covered transaction for purposes of 2 CFR pt. 180 and 2 CFR pt. 3000. As such, the Supplier is required to verify that none of Supplier's principals (defined at 2 CFR § 180.995) or its affiliates (defined at 2 CFR § 180.905) are excluded (defined at 2 CFR § 180.940) or disqualified (defined at 2 CFR § 180.935). The Supplier must comply with 2

CFR part 180, subpart C and 2 CFR part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by the State of Oklahoma. If it is later determined that the Supplier did not comply with 2 CFR part 180, subpart C and 2 CFR pt. 3000, subpart C, in addition to remedies available to the State, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

#### **7.4 Contracts and Purchases \$100,000 and Above**

- a. **The Contract Work Hours and Safety Standards Act, 40 U.S.C. §§ 3701-3708.** Applies to all contracts and subcontracts of more than \$100,000 that involve the employment of mechanics or laborers. Under Section 3702 of the Act, contractors and subcontractors shall be required to compute the wages of every mechanic and laborer (including guards and watchmen) on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. *These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.*
- b. **Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352, as amended.** Supplier certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. This Supplier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award and require any entities receiving subawards or contracts to do the same. Such disclosures are forwarded from tier-to-tier up to the recipient who in turn will forward the certification(s) to the awarding agency.  
*\* Contractors must sign the attached certification.*

#### **7.5 Contracts and Purchases \$150,000 and Above**

- a. **Clean Air Act (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. §§ 1251-1387), as amended.** Supplier agrees to comply with, and require all subcontractors to comply with, all applicable standards, orders, or regulations issued pursuant to these Acts. Supplier agrees to report each violation to the State entity that is party to this Contract and understands and agrees that the State entity will, in turn, report each violation as required to assure notification to the appropriate Environmental Protection

Agency.

## 7.6 Contracts and Purchases \$250,000 and Above

- a. **Remedies.** Contracts for more than the simplified acquisition threshold, currently set at \$250,000, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

## 8 OTHER APPLICABLE LAWS

- 8.1 **Increasing Seat Belt Use in the United States.** Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Supplier is encouraged to adopt and enforce on-the-job seat belt policies and programs for employees when operating company-owned, rented or personally owned vehicles.
- 8.2 **Reducing Text Messaging While Driving.** Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Supplier is encouraged to adopt and enforce policies that ban text messaging while driving and establish workplace safety policies to decrease accidents caused by distracted drivers.
- 8.3 **Publications.** Any publications produced with funds from a Federal award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."
- 8.4 **Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

The term *funding agreement* means any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

**8.5 Prohibition of Certain Telecommunications and Video Surveillance Services or Equipment.**

- a. Parties agree that no Federal funds may be obligated or expended in any contract or subcontract that includes obtaining any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system.

As described in Public Law 115-232, section 889, *Covered telecommunications equipment* is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

- b. This prohibition does not prevent parties to this Contract or subcontractors from using covered telecommunications equipment and services for their own purposes, provided the covered telecommunications equipment or services are not procured with Federal funds.
- c. In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

**8.6 Termination for Cause and Convenience - Provisions under Contract Attachment B apply.**

*This form is required for purchases of \$100,000 and above*

**CERTIFICATION REGARDING LOBBYING  
Required by 31 CFR Part 21**

The undersigned certifies, to the best of their knowledge and belief, that:

- I. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- II. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- III. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subawards, and contracts under grants, loans, and cooperative agreements) and that all Suppliers shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, of the U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Supplier certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Supplier understands and agrees that the remedies found in Title 31, Chapter 38 of the U.S. Code applies to this certification and disclosure.

Nick Gaehde  
Nick Gaehde (Oct 28, 2025 16:06:11 EDT)

\_\_\_\_\_  
**Signature of Supplier's Authorized Official**

Nick Gaehde

Oct 28, 2025

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

President

\_\_\_\_\_  
Title