

## **Assessment & Intervention Purchase Agreement**

**THIS AGREEMENT** made this 13th day of June, 2022, by and between the **WARREN COUNTY SCHOOL DISTRICT**, 6820 Market Street, Russell, Pennsylvania 16345, hereinafter referred to as ----- **“District,”**

***A N D***

**AMPLIFY EDUCATION, INC.**, 55 Washington Street, Suite 800, Brooklyn, New York 11201, hereinafter referred to as-----**“Amplify.”**

The parties hereto, intending to be legally bound hereby, agree as follows:

1. The attached Exhibit A is incorporated herein by reference and is legally binding on the parties hereto. Amplify provided the District with a sole source letter that is attached hereto as Exhibit B.
2. No substitutions are permitted, and any defective or nonconforming products may be rejected by the District and, if rejected, shall be remedied by the successful bidder at no cost to the District.
3. Because federal grant dollars are being used towards the purchases, the following provisions, to the extent applicable, shall also apply:
  - A. With respect to the federal grant funding that will provide funding used by the District to pay Amplify, Amplify agrees to cooperate fully with the District to ensure compliance with all grant conditions and requirements and to take any actions that are deemed necessary by the District to meet all conditions and requirements associated with the grant, the Uniform Grant Guidance, or other applicable federal laws or regulations.
  - B. Pursuant to 62 Pa. C.S.A. Section 3701, Amplify agrees that:

In the hiring of employees or selection of contractors to perform its obligations under this Agreement, Amplify, or any person acting on behalf of Amplify, shall not by reason of gender, race, creed or color, discriminate against any person who is qualified and available to perform any work to which this Agreement relates.

Neither Amplify nor any person acting on Amplify's behalf shall in any manner discriminate against or intimidate any employee hired, or contractor selected, for the performance of work to which this Agreement relates on account of gender, race, creed or color.

This Agreement may be terminated by the District, and the District may be prohibited from future contracts with Amplify, for a violation of these terms or conditions. Amplify further agrees that Amplify, and any person acting on Amplify's behalf, shall comply with the Equal Employment Opportunity provisions specified in 41 CFR 60-1.4, which are incorporated herein by reference as if stated fully herein.

- C. The provisions of the Pennsylvania Human Relations Act, Act 222 of October 27, 1955 (P.L. 744) (43 P.S. Section 951, et. seq.) prohibit discrimination because of race, color, religious creed, ancestry, age, sex, national origin, handicap or disability, by employers, employment agencies, labor organizations, contractors and others. Amplify agrees to comply with the provisions of this Act as amended, which is incorporated herein by reference as if stated fully herein. Amplify's attention is directed to the language of the Commonwealth's non-discrimination clause in 16 PA Code 349.101.
- D. Amplify certifies Amplify is not currently listed as ineligible to be awarded a contract involving federal grant dollars as a part of the government-wide exclusions in the System for Award Management (SAM) and is not debarred, suspended, or otherwise excluded or declared ineligible to be awarded a contract involving federal grant dollars under any statutory or regulatory authority. Amplify further agrees, while this Agreement remains in effect, to immediately notify the District if Amplify is later listed in SAM, or is later debarred, suspended, or otherwise excluded or declared ineligible under any statutory or regulatory authority.

- E. Byrd Anti-Lobbying Amendment (31 USC 1352) – A contractor receiving an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used federally 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 USC 1352. Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. As applicable, Amplify agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment. The preceding requirements shall also be binding on all subcontractors.
  - F. Preference for American Made Materials Amplify should, as appropriate and to the extent consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States, when possible, in connection with this Agreement.
  - G. Amplify shall take necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
4. Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms. The undersigned agree, in their individual capacities, to defend, hold harmless, and indemnify the other party against all claims to the effect that the undersigned are without the authority to execute this Agreement or are not authorized to enter into this transaction.

5. There are no understandings between the parties regarding this Agreement other than those set forth in this Agreement, and there have been no promises, inducements, or commitments made in conjunction with this Agreement which are not explicitly set forth herein. This Agreement may be amended, modified, or waived only by written agreement signed by both parties and approved by the District's Board of School Directors at a public meeting held in compliance with the Pennsylvania Sunshine Act.

**IN WITNESS WHEREOF**, the parties hereto, intending to be legally bound hereby, have caused this Agreement to be executed the day and year first above written.

ATTEST:

WARREN COUNTY SCHOOL DISTRICT

\_\_\_\_\_  
Secretary, Board of School Directors

\_\_\_\_\_  
President, Board of School Directors

AMPLIFY EDUCATION, INC.

  
\_\_\_\_\_  
Signature of Authorized Agent

Krista Curran  
Printed Name of Authorized Agent

SVP & GM, Assessment and Intervention  
Title of Authorized Agent



## Price Quote

## Amplify

55 Washington Street, Suite 800  
 Brooklyn, NY 11201  
 Phone: (800) 823-1969  
 Fax: (646) 403-4700

Quote #: Q-133306-4  
 Date: 5/10/2022  
 Expires On: 7/31/2022

## Customer Contact Information

Lynn Shultz  
 WARREN CO SCHOOL DISTRICT  
 (814) 723-6900 x1052  
 shultzl@wcsdpa.org

## Amplify Contact Information

Monica Vincent  
 Senior Account Executive  
 973-980-2927  
 mvincent@amplify.com

BILLING ADDRESS:  
 Warren County School District  
 6820 Market St.  
 Russell, PA 16345  
 814-723-6900

SHIPPING ADDRESS:  
 Warren County SD Warehouse  
 101 School St.  
 Sugar Grove, PA 16350

PRODUCT	ISBN	QUANTITY	PRICE	TOTAL PRICE
mCLASS@:Math Kit (Grds K-1)	MC00172	5.00	\$17.50	\$87.50
mCLASS Math Software Annual Student Subscription - 1yr (2022-2023)		1,132.00	\$5.00	\$5,660.00
mCLASS@:Math Kit (Grade 2)	MC00169	5.00	\$35.00	\$175.00
mCLASS@:Math Kit (Grade 3)	MC00170	5.00	\$35.00	\$175.00
TOTAL				\$6,097.50

Please refer to Product Description section below for more detail.

SHIPPING AND HANDLING	SHIPPING COST	TOTAL PRICE
Amplify Shipping and Handling	\$21.88	\$21.88

GRAND TOTAL \$6,119.38

## Scope and Duration

Payment Terms:

- This Price Quote (including all pricing and other terms) is valid through Quote Expiration Date stated above.
- Payment terms: net 30 days.
- Prices do not include sales tax, if applicable.
- Pricing terms in the Price Quote are based on the scope of purchase and other terms herein.
- The Federal Tax ID # for Amplify Education, Inc. is 13-4125483. A copy of Amplify's W-9 can be found at: <http://www.amplify.com/w-9.pdf>

License and Services Term:

- Licenses: 07/01/2022 until 06/30/2023.
- Services: 18 months from order date. Unless otherwise stated above, all training and other services purchased must be scheduled and delivered within such term or will be forfeited.

Special Terms:

- FOR SHIPPED MATERIALS:
  - Expedited shipping is available at extra charge.
  - Print materials and kits are non-returnable and non-refundable, except in the case of defective or missing materials reported by Customer within 60 days of receipt.
- FOR SERVICES:
  - Training and professional development sessions cancelled with less than one week notice will be deemed delivered.

## Product Descriptions

PRODUCT	DESCRIPTION
mCLASS®:Math Kit (Grds K-1)	Early mathematics assessment kit that supplements the mCLASS:Math Assessment Software. The kit contains grade-level appropriate materials. Some materials are now available online in our Support & Resource Center through mclasshome.com.
mCLASS Math Software Annual Student Subscription	mCLASS®:Math Software Annual Student Subscription
mCLASS®:Math Kit (Grade 2)	mCLASS®:Math Kit (Grade 2)
mCLASS®:Math Kit (Grade 3)	mCLASS®:Math Kit (Grade 3)

## How to Order Our Products

Amplify would like to process your order as quickly as possible. We accept the following forms of payment: purchase orders, checks, and credit card payments (Visa, MasterCard, Discover and American Express). In order for us to assist you, please help us by following these instructions:

Please include these three documents with your order:

- Authorized purchase order or check
- A copy of your Price Quote
- A copy of your Tax-Exemption Certificate

If submitting a purchase order:

To expedite your order, please email a purchase order to [IncomingPO@amplify.com](mailto:IncomingPO@amplify.com) or fax it to (646) 403-4700. Purchase Orders can also be mailed to our Order Management Department at the address below.

If submitting your order via credit card:

- Please email [Accountsreceivable@amplify.com](mailto:Accountsreceivable@amplify.com) to request a secure credit card payment link
- Amplify accepts Visa and MasterCard payments.

If submitting your order via sending a check:

- Please mail your documents directly to our Order Management Department and notify your sales representative of the check number and check amount.
- Please note that mailing a check can add up to two weeks processing time for your order. For faster processing of your order, please submit your order via Purchase Order or Credit Card Authorization Form.

The information requested above is essential to ensure smooth completion of your order with Amplify. Failure to submit documents will prevent your order from processing.

Our Order Management Department is located at 55 Washington Street, Suite 800, Brooklyn, NY 11201. Please note that mailing any documents can result in delays of up to two weeks. For faster processing of your order, we recommend you submit a purchase order via fax or email.

This Price Quote is subject to the Customer Terms & Conditions of Amplify Education, Inc. attached and available at [amplify.com/customer-terms](http://amplify.com/customer-terms). Issuance of a purchase order or payment pursuant to this Price Quote, or usage of the products specified herein, shall be deemed acceptance of such Terms & Conditions.

## Terms & Conditions

1. Scope. Amplify Education, Inc. ("Amplify") and Customer wish to enter into the agreement created by the price quote, proposal, renewal letter, or other ordering document containing the details of this purchase (the "Quote") and these Customer Terms & Conditions, including any addendums hereto (this "Agreement") pursuant to which Amplify will deliver one or more of the products or services specified on the Quote (collectively, the "Products").

2. License. Subject to the terms and conditions of this Agreement, Amplify grants to Customer a non-exclusive, non-transferable, non-sublicenseable license to access and use, and permit Authorized Users to access and use the Products solely in the U.S. during the Term for the number of Authorized Users specified in the Quote for whom Customer has paid the applicable fees to Amplify. "Authorized User" means an individual teacher or other personnel employed by Customer, or an individual student registered for instruction at Customer's school, whom Customer permits to access and use the Products subject to the terms and conditions of this Agreement, and solely while such individual is so employed or so registered. Each Authorized User's access and use of the Products shall be subject to Amplify's Terms of Use available through the Products, in addition to the terms and conditions of this Agreement, and violations of such terms may result in suspension or termination of the applicable account.

3. Restrictions. Customer shall access and use the Products solely for non-commercial instructional and administrative purposes of Customer's school. Further, Customer shall not, except as expressly authorized or directed by Amplify: (a) copy, modify, translate, distribute, disclose or create derivative works based on the contents of, or sell, the Products, or any part thereof; (b) decompile, disassemble or otherwise reverse engineer the Products or otherwise use the Products 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 Products; (d) rent, lease or lend the Products or use the Products for the benefit of any third party; (e) avoid, circumvent or disable any security or digital rights management device, procedure, protocol or mechanism in the Products; or (f) permit any Authorized User or third party to do any of the foregoing. Customer also agrees that any works created in violation of this section are derivative works, and, as such, Customer agrees to assign, and hereby assigns, all right, title and interest therein to Amplify. The Products and derivatives thereof may be subject to export laws and regulations of the U.S. and other jurisdictions. Customer may not export any Product outside of the U.S. Further, Customer will not permit Authorized Users to access or use any Product in a U.S.-embargoed country or otherwise in violation of any U.S. export law or regulation. The software and associated documentation portions of the Products are "commercial items" (as defined at 48 CFR 2.101), comprising "commercial computer software" and "commercial computer software documentation," as those terms are used in 48 CFR 12.212. Accordingly, if Customer is the U.S. Government or its contractor, Customer will receive only those rights set forth in this Agreement in accordance with 48 CFR 227.7201-227.7204 (for Department of Defense and their contractors) or 48 CFR 12.212 (for other U.S. Government licensees and their contractors).

4. Reservation of Rights. SUBSCRIPTION PRODUCTS ARE LICENSED, NOT SOLD, Subject to the limited rights expressly granted hereunder, all rights, title and interest in and to all Products, including all related IP Rights, are and shall remain the sole and exclusive property of Amplify or its third-party licensors. "IP Rights" means, collectively, rights under patent, trademark, copyright and trade secret laws, and any other intellectual property or proprietary rights recognized in any country or jurisdiction worldwide. Customer shall notify Amplify of any violation of Amplify's IP Rights in the Products, and shall reasonably assist Amplify as necessary to remedy any such violation. Amplify Products are protected by patents (see <http://www.amplify.com/virtual-patent-marking>).

5. Payments. In consideration of the Products, Customer will pay to Amplify (or other party designated on the Quote) the fees specified in the Quote in full within 30 days of the date of invoice, except as otherwise agreed by the parties or for those amounts that are subject to a good faith dispute of which Customer has notified Amplify in writing. Customer shall be responsible for all state or local sales, use or gross receipts taxes, and federal excise taxes unless Customer provides a then-current tax exemption certificate in advance of the delivery, license, or performance of any Product, as applicable.

6. Shipments. Unless otherwise specified on the Quote, physical Products will be shipped FOB origin in the US (Incoterms 2010 EXW outside of the US) and are deemed accepted by Customer upon receipt. Upon acceptance of such Products, orders are non-refundable, non-returnable, and non-exchangeable, except in the case of defective or missing materials reported by Customer within 60 days of receipt.

7. Account Information. For subscription Products, the authentication of Authorized Users is based in part upon information supplied by Customer or Authorized Users, as applicable. Customer will and will cause its Authorized Users to (a) provide accurate information to Amplify or a third-party authentication service as applicable, and promptly report any changes to such information, (b) not share or allow others to use their account, (c) maintain the confidentiality and security of their account information, and (d) use the Products solely via such authorized accounts. Customer agrees to notify Amplify immediately of any unauthorized use of its or its Authorized Users' accounts or related authentication information. Amplify will not be responsible for any losses arising out of the unauthorized use of accounts created by or for Customer and its Authorized Users.

8. Confidentiality. Customer acknowledges that, in connection with this Agreement, Amplify has provided or will provide to Customer and its Authorized Users certain sensitive or proprietary information, including software, source code, assessment instruments, research, designs, methods, processes, customer lists, training materials, product documentation, know-how and trade secrets, in whatever form ("Confidential Information"). Customer agrees (a) not to use Confidential Information for any purpose other than use of the Products in accordance with this Agreement and (b) to take all steps reasonably necessary to maintain and protect the Confidential Information of Amplify in strict confidence. Confidential Information shall not include information that, as evidenced by Customer's contemporaneous written records: (i) is or becomes publicly available through no fault of Customer; (ii) is rightfully known to Customer prior to the time of its disclosure; (iii) has been independently developed by Customer without any use of the Confidential Information; or (iv) is subsequently learned from a third party not under any confidentiality obligation.

9. Student Data. The parties acknowledge and agree that Customer is subject to federal and local laws relating to the protection of personally identifiable information of students ("PII"), including the Family Educational Rights and Privacy Act ("FERPA"), and that Amplify is obtaining such PII as a "school official" under Section 99.31 of FERPA for the purpose of providing the Products hereunder. Subject to the terms and conditions of this Agreement, Amplify will not take any action to cause Customer to be out of compliance with FERPA or applicable state laws relating to PII. Amplify's Customer Privacy Policy at <http://www.amplify.com/customer-privacy> will govern collection, use, and disclosure of information collected or stored on behalf of Customer under this Agreement.

10. Customer Materials. Customer represents, warrants, and covenants that it has all the necessary rights, including consents and IP Rights, in connection with any data, information, content, and other materials provided to or collected by Amplify on behalf of Customer or its Authorized Users using the Products or otherwise in connection with this Agreement ("Customer Materials"), and that Amplify has the right to use such Customer Materials as contemplated hereunder or for any other purposes required by Customer. Customer is solely responsible for the accuracy, integrity, completeness, quality, legality, and safety of such Customer Materials. Customer is responsible for meeting hardware, software, telecommunications, and other requirements listed at <http://www.amplify.com/customer-requirements>.

11. Warranty Disclaimer. PRODUCTS ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND BY AMPLIFY. AMPLIFY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY AS TO TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR USE. CUSTOMER ASSUMES RESPONSIBILITY FOR SELECTING THE PRODUCTS TO ACHIEVE CUSTOMER'S INTENDED RESULTS AND FOR THE ACCESS AND USE OF THE PRODUCTS, INCLUDING THE RESULTS OBTAINED FROM THE PRODUCTS. WITHOUT LIMITING THE FOREGOING, AMPLIFY MAKES NO WARRANTY THAT THE PRODUCTS WILL BE ERROR-FREE OR FREE FROM INTERRUPTIONS OR OTHER FAILURES OR WILL MEET CUSTOMER'S REQUIREMENTS. AMPLIFY IS NEITHER RESPONSIBLE



NOR LIABLE FOR ANY THIRD PARTY CONTENT OR SOFTWARE INCLUDED IN PRODUCTS, INCLUDING THE ACCURACY, INTEGRITY, COMPLETENESS, QUALITY, LEGALITY, USEFULNESS OR SAFETY OF, OR IP RIGHTS RELATING TO, SUCH THIRD PARTY CONTENT AND SOFTWARE. ANY ACCESS TO OR USE OF SUCH THIRD PARTY CONTENT AND SOFTWARE MAY BE SUBJECT TO THE TERMS AND CONDITIONS AND INFORMATION COLLECTION, USAGE AND DISCLOSURE PRACTICES OF THIRD PARTIES.

12. Limitation of Liability. IN NO EVENT SHALL AMPLIFY BE LIABLE TO CUSTOMER OR TO ANY AUTHORIZED USER FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, RELIANCE OR COVER DAMAGES, DAMAGES FOR LOST PROFITS, LOST DATA OR LOST BUSINESS, OR ANY OTHER INDIRECT DAMAGES, EVEN IF AMPLIFY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, TO THE EXTENT PERMITTED BY APPLICABLE LAW. AMPLIFY'S ENTIRE LIABILITY TO CUSTOMER OR ANY AUTHORIZED USER ARISING OUT OF PERFORMANCE OR NONPERFORMANCE BY AMPLIFY OR IN ANY WAY RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT, REGARDLESS OF WHETHER THE CLAIM FOR SUCH DAMAGES IS BASED IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, SHALL NOT EXCEED THE AGGREGATE OF CUSTOMER'S OR ANY AUTHORIZED USER'S DIRECT DAMAGES UP TO THE FEES PAID BY CUSTOMER TO AMPLIFY FOR THE AFFECTED PORTION OF THE PRODUCTS IN THE PRIOR 12 MONTH-PERIOD. UNDER NO CIRCUMSTANCES SHALL AMPLIFY BE LIABLE FOR ANY CONSEQUENCES OF ANY UNAUTHORIZED USE OF THE PRODUCTS THAT VIOLATES THIS AGREEMENT OR ANY APPLICABLE LAW OR REGULATION.

13. Term; Termination. This Agreement will be in effect for the duration specified in the Quote and may be renewed or extended by mutual agreement of the parties. Without prejudice to any rights either party may have under this Agreement, in law, equity or otherwise, a party shall have the right to terminate this Agreement if the other party (or in the case of Amplify, an Authorized User) materially breaches any term, provision, warranty or representation under this Agreement and fails to correct the breach within 30 days of its receipt of written notice thereof. Upon termination, Customer will: (a) cease using the Products, (b) return, purge or destroy (as directed by Amplify) all copies of any Products and, if so requested, certify to Amplify in writing that such surrender or destruction has occurred, (c) pay any fees due and owing hereunder, and (d) not be entitled to a refund of any fees previously paid, unless otherwise specified in the Quote. Customer will be responsible the cost of any continued use of Products following such termination. Upon termination, Amplify will return or destroy any PII of students provided to Amplify hereunder. Notwithstanding the foregoing, nothing shall require Amplify to return or destroy any data that does not include PII, including de-identified information or data that is derived from access to PII but which does not contain PII. Sections 3-13 shall survive the termination of this Agreement.

14. Miscellaneous. This Agreement, including all addendums, attachments and the Quote, as applicable, constitutes the entire agreement between the parties relating to the subject matter hereof. The provisions of this Agreement shall supersede any conflicting terms and conditions in any Customer purchase order, other correspondence or verbal communication, and shall supersede and cancel all prior agreements, written or oral, between the parties relating to the subject matter hereof. This Agreement may not be modified except in writing signed by both parties. All defined terms in this Agreement shall apply to their singular and plural forms, as applicable. The word "including" means "including without limitation." This Agreement shall be governed by and construed and enforced in accordance with the laws of the state of New York, without giving effect to the choice of law rules thereof. This Agreement will be binding upon and inure to the benefit of the parties and their respective successors and assigns. The parties expressly understand and agree that their relationship is that of independent contractors. Nothing in this Agreement shall constitute one party as an employee, agent, joint venture partner, or servant of another. Each party is solely responsible for all of its employees and agents and its labor costs and expenses arising in connection herewith. Neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned or delegated by Customer or any Authorized User without the prior written consent of Amplify. If one or more of the provisions contained in this Agreement shall for any reason be held to be unenforceable at law, such provisions shall be construed by the appropriate judicial body to limit or reduce such provision or provisions so as to be enforceable to the maximum extent compatible with applicable law. Amplify shall have no liability to Customer or to third parties for any failure or delay in performing any obligation under this Agreement due to circumstances beyond its reasonable control, including acts of God or nature, fire, earthquake, flood, epidemic, strikes, labor stoppages or slowdowns, civil disturbances or terrorism, national or regional emergencies, supply shortages or delays, action by any governmental authority, or interruptions in power, communications, satellites, the Internet, or any other network.

We are delighted to work with you and we thank you for your order!

Amplify Education, Inc. - Confidential Information





55 Washington Street, Suite 800  
Brooklyn, NY 11201-1071  
T: 800.886.9126 F: 646.403.4700  
[www.amplify.com](http://www.amplify.com)

May 10, 2022

Warren County School District  
6820 Market St.  
Russell, PA 16345

**Re: Sole Source Information**

Dear Warren County School District:

Amplify Education, Inc. is the sole and exclusive worldwide source for its proprietary patented **mCLASS® system**, a hosted solution for the administration and reporting of observation based assessments. Amplify is also the sole and exclusive provider of **mCLASS® Math**, which incorporates content and technology that are proprietary to, or exclusively licensed by, Amplify.

mCLASS Math is an early math assessment software for grades K-3 that combines universal screening, progress monitoring, and guided diagnostic interviews with easy-to-interpret reporting and analysis. Screening and progress monitoring tools provide a richer view of at-risk students and gauge the effectiveness of instruction and math intervention. Diagnostic interviews are helpful for showing what instructional steps to take. Instructional strategies, grouping recommendations, and research-based activities help teachers align instruction to students' individual needs.

The mCLASS Math product is entirely proprietary to Amplify, having been developed in cooperation with Dr. Herbert Ginsburg of Teachers College using a diagnostic interview model based on Dr. Ginsburg's research on student problem solving strategies. To our knowledge, mCLASS Math is the only product currently available on the market that combines screening and progress monitoring measures for math skills with diagnostic interviews, all on a mobile device. In addition, the assessment instrument within mCLASS Math includes an interview process and certain assessment measures that we believe to be unique among math assessments targeted at grades 1 – 3.

The mCLASS system offers the following features:

- Integrated timing, automatic scoring, next steps for teachers, user-friendly screens
- Handheld device sharing, data syncs (with no additional hardware)
- Secure password protection
- Automated, graphical student, classroom, school, and district reports
- Student grouping process to assist teachers with instructional decision making
- Guidance through tier assignment process.
- Roster management processes to establish classes and conduct real time transfers
- Simplified state reporting processes to meet the requirement of SB1871 and Reading First
- Visual, dynamic reports imbedded with Web links for on-the-spot trend analysis. Reports may be printed, converted to PDFs, Excel files, CSV, etc.
- Immediate view of instructional impact with consideration to student mobility
- Tracking of student performance through multiple grades in single view
- Monitoring of assessment administration
- Comparison of data across classrooms, grades, or schools in one view by year(s)
- Instruction and links to instruction to make assessment results immediately actionable and to personalize instruction

Reporting capabilities of the mCLASS system include:

- Results and hierarchal structure for all constituents including: classroom teachers, coaches and instructional specialists, principals and building-level administrators, and district administrators and professional staff
- Individual student results, class roster results, building comparison results, grade level results, and district wide comparison results. Detailed samples of various reports within the solution are available. Student achievement results are represented graphically
- Ability for users to perform analysis of program effectiveness based on various parameters including time of year, student demographics, grade level, and aggregate student achievement growth. Reports also include status on compliance relative to the fidelity of assessment delivery
- Single chart comparing student performance across schools or across grades and classrooms within schools
- Ability to use web links imbedded within online charts to connect to other levels of reporting such as district level to school, grade, classroom, and individual student reports; or connect to a different report type – ability to retain the selected report

settings throughout the data analysis experience without having to re-select parameters and generate new reports

- Option to export aggregate Web-based reports into multiple formats (for example, JPEG, TIFF, PDF, CSV, etc.) for local discretion in formatting and/or presenting data
- Ability to disaggregate and compare by 15 separate demographic student population subgroups
- Ability to view growth over time, during a single school year and year-over-year via a single chart with longitudinal analysis of data over multiple periods and multiple years
- Single chart depicting rate of benchmark assessment completion for district, school, and class
- Ability to filter transfer students to confirm performance trends and assess the impact of student mobility
- Ability to track performance of student groups through multiple grades
- Ability to perform data aggregation for any subset of schools for program/funding review
- Data automatically shared and available via handheld devices among all educators/users responsible for a common student

Sincerely,

Sincerely,

A handwritten signature in black ink, appearing to read 'Krista Curran', with a long horizontal flourish extending to the right.

**Krista Curran**  
***SVP and General Manager, Assessment & Intervention***  
***Amplify Education, Inc.***