



**COUNTY OF HENRICO
DEPARTMENT OF FINANCE
PURCHASING DIVISION
CONTRACT EXTRACT
NOTICE OF RENEWAL**

DATE:	June 30, 2024
CONTRACT COMMODITY/SERVICE: <i>(include contracting entity if cooperative)</i>	Digital Math (Prek-12) Curriculum for Tier I,II and III
CONTRACT NUMBER:	2142B
COMMODITY CODE:	924.16
CONTRACT PERIOD:	July 1, 2024 through June 30, 2025
RENEWAL OPTIONS:	One (1) one-year renewal options through 2026
USER DEPARTMENT:	Schools
Contact Name:	Kennedy Venaglia
Phone Number:	804-652-3640
Email Address:	kmwilliams3@henrico.k12.va.us
HENRICO COOPERATIVE TERMS INCLUDED:	Yes
SUPPLIER: Name:	DreamBox Learning, Inc.
Address:	777 108 th Avenue NE 2300
City, State:	Bellevue, WA 98004
Contact Name:	Brian Harris
Phone Number:	919-818-1921
Email address:	brian.harris@dreambox.com
ORACLE SUPPLIER NUMBER:	118037
BUSINESS CATEGORY:	Non-Swam
PAYMENT TERMS:	Net 45
DELIVERY:	As needed and requested
FOB:	Destination
BUYER: Name:	Eileen M. Falcone CPPB
Title:	Assistant Division Director
Phone:	804-501-5637
Email:	Fal51@henrico.us

This contract is the result of a competitive solicitation issued by the Department of Finance, Purchasing Division. A requisition must be generated for all purchases made against this contract and the requisition must reference the contract number.

PRICE SCHEDULE – CONTRACT NO. 2142B
See Exhibit E



COMMONWEALTH OF VIRGINIA
County of Henrico

**Non-Professional Services Contract
Contract No. 2142B**

This Non-Professional Services Contract (this "Contract") entered into this 26th day of August 2021, by DreamBox Learning, Inc. (the "Contractor") and the County School Board of Henrico County, Virginia ("HCPS").

WHEREAS HCPS has awarded the Contractor this Contract pursuant to Request for Proposals No. 21-2142-3EMF as modified by Addenda 1, dated April 1, 2021, and Addenda 2, dated April 16, 2021 (the "Request for Proposals"), for "Digital Mathematics (PreK-12) Curriculum for Tier I, Tier II and Tier III".

WITNESSETH that the Contractor and HCPS, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF CONTRACT: The Contractor shall provide the services to the HCPS as set forth in the Contract Documents.

COMPENSATION: The compensation HCPS will pay to the Contractor under this Contract shall be in accordance with Exhibit E.


CONTRACT TERM: The Contract term shall be for a period beginning August 30, 2021 and ending June 30, 2022. HCPS may renew the Contract for up to four (4) one-year terms giving 30 days' written notice before the end of the term unless Contractor has given HCPS written notice that it does not wish to renew at least 90 days before the end of the term.

CONTRACT DOCUMENTS: This Contract hereby incorporates by reference the documents listed below (the "Contract Documents") which shall control in the following descending order:

1. This Non-Professional Services Contract between HCPS and Contractor;
2. License Agreement Addendum (Exhibit A)
3. Data Security Agreement (Exhibit B)
4. DreamBox Terms of Use Agreement (Exhibit C)
5. DreamBox MSSA Terms and Conditions (Exhibit D)
6. The General Contract Terms and Conditions included in the Request for Proposals;
7. Contractor's Best and Final Offer dated June 29, 2021 (Exhibit E);
8. Contractor's Original Proposal dated April 05, 2021 (Exhibit F; and
9. The Scope of Services included in the Request for Proposals.

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound hereby.

DreamBox Learning, Inc.
777 108th Avenue NE #2300
Bellevue, WA 98004



Signature

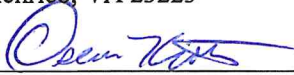
Lance Ludman, CFO

Printed Name and Title

08/26/2021

Date

County School Board of Henrico County, Virginia
406 Dabbs House Road
Henrico, VA 23223



Signature

Oscar Knott, CPP, CPPO, VCO
Purchasing Director

8/30/21

Date

APPROVED AS TO FORM

 8-27-21

ASSISTANT COUNTY ATTORNEY

EXHIBIT A
ATTACHMENT I
LICENSE AGREEMENT ADDENDUM

The County of Henrico, Virginia, including the County School Board of Henrico County, Virginia (the "**County**") and DreamBox Learning, Inc. ("**Supplier**"), a Washington corporation, are this day entering into an agreement for Digital Mathematics (PreK-12) Curriculum for Tier I, Tier II and Tier III (the "**Agreement**") and, for their mutual convenience, the parties are using the standard form contract ("Master Software Services Agreement") provided by Supplier ("**Contract**"). This License Agreement Addendum ("**LAA**"), duly signed by the County and Supplier (each a "**Party**"), is attached to and made a part of the Agreement and the Contract by incorporation, and with the Agreement governs the use of any and all software licensed by the County under the Agreement (the "**Software**") and this LAA.

As used in this LAA, the term "**Contract**" means the Supplier's standard form contract and any and all exhibits and attachments thereto. The term(s) "**Customer**", "**You**" or "**you**" as used in the Contract and this LAA, means, as applicable, the County, or any of their officers, directors, agents or employees.

Supplier represents and warrants that it is a Washington corporation authorized to do in business in Virginia. If Supplier is not a U.S.-based entity, Supplier maintains a registered agent and a certification of authority to do business in Virginia.

Supplier's Contract is generally acceptable to the County, with the exceptions noted in this LAA below. Despite the general acceptability of the Contract, certain standard clauses may appear in, or be incorporated by reference into, the Contract that cannot be accepted by the County. In consideration of the convenience of using Supplier's standard form contract without the necessity of specifically negotiating a separate contract document, the Parties specifically agree that any of the following provisions contained in the Contract are deemed void and will not have any effect and will not be enforceable against any Customer:

1. Requiring the application of the law of any state other than the Commonwealth of Virginia in interpreting or enforcing the Contract or requiring or permitting that any dispute under the Contract be resolved in any court other than the state courts located in Henrico County, Virginia;
 2. Requiring any total or partial compensation or payment for lost profit or liquidated damages by any Customer if the Contract is terminated before the end of its ordinary term;
 3. Imposing any interest charge(s) contrary to that specified by § 2.2-4347 *et seq.* of the Code of Virginia;
 4. Requiring the County to maintain any type of insurance for Supplier's benefit;
 5. Granting Supplier a security interest in any property of the County;
 6. Requiring the County to indemnify, defend, or to hold harmless Supplier or its stockholders, directors, officers, employees, agents, representatives, partners, or affiliates for any loss, liability, claim or demand, including reasonably attorney's fees;
 7. Limiting or adding to the time period within which claims can be made or actions can be brought (Reference Tit. 8.01 of the Code of Virginia);
 8. Limiting selection and approval of counsel and approval of any settlement in any claim arising under the Contract and in which the County is a named party;
 9. Requiring the County to settle any controversy or claim by binding arbitration, or binding the County to any arbitration or to the decision of any arbitration board, commission, panel or other entity;
 10. Obligating the County to pay costs of collection or attorney's fees;
 11. Requiring any dispute resolution procedure(s) other than those in accordance with § 2.2-4363 *et seq.* of the Code of Virginia;
 12. Permitting Supplier to access any of the County's records or data, except pursuant to court order;
 13. Permitting Supplier to use any information provided by the County except for Supplier's own internal administrative purposes;
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14. Requiring the County to limit its rights or waive its remedies at law or in equity;
 15. Bestowing any right, or incurring any obligation, that is beyond the duly granted authority of the undersigned representative of the County to bestow, or incur, on behalf of the County;
 16. Establishing a presumption of severe or irreparable harm to Supplier by the actions or inactions of the County;
 17. Limiting the liability of Supplier for property damage, death, or personal injury;
 18. Permitting Supplier to assign, subcontract, delegate or otherwise convey the Contract, or any of its rights and obligations under the Contract, to any entity without the prior written consent of the County, except as set forth in the relevant paragraph below;
 19. Not complying with the contractual claims provision § 2.2-4363 of the Code of Virginia, which is also incorporated into this LAA and the Contract by reference;
 20. Enforcing the United Nations Convention on Contracts for the International Sale of Goods and all other laws and international treaties or conventions relating to the sale of goods. They are expressly disclaimed. UCITA shall apply to the Contract only to the extent required by § 59.1-501.15 of the Code of Virginia;
 21. Not complying with all applicable federal, state, and local laws, regulations, and ordinances;
 22. Requiring that the County waive its sovereign immunity or its immunity;
 23. Requiring that the County, which is tax exempt, be responsible for payment of any taxes, duties, or penalties;
 24. Requiring or construing that any provision in this Contract conveys any rights or interest in the County's data to Supplier;
 25. Requiring the use of foreign currency. The currency used for the Contract will be United States Dollars;
 26. Obligating the County beyond approved and appropriated funding. All payment obligations from the County under the Contract are subject to receipt of necessary appropriations from the County's Board of Supervisors. In the event of non-appropriation of funds for the items under the Contract, the County may terminate, in whole or in part, the Contract or any order, for those goods or services for which funds have not been appropriated. This may extend to the renewal of maintenance services for only some of the licenses granted by Supplier. The County shall provide written notice to the Supplier as soon as possible after legislative action is completed. There will be no time limit for termination due to termination for lack of appropriations;
 27. Permitting unilateral modification of the Contract by Supplier;
 28. Permitting termination without cause by Supplier of the Contract or the licenses granted pursuant to the Contract, or permitting suspension of services by Supplier, except pursuant to an order from a court of competent jurisdiction;
 29. Requiring or stating that the terms of the Supplier's standard form contract will prevail over the terms of this LAA in the event of conflict;
 30. Renewing or extending the Contract beyond the term set forth in the Agreement or automatically continuing the Contract period from term to term;
 31. Requiring that the Contract be "accepted" or endorsed by the home office or by any other officer subsequent to signing by an official of the County before the Contract is considered in effect;
 32. Delaying the acceptance of the Contract or its effective date beyond the date of signing;
 33. Defining "perpetual" license rights to have any meaning other than license rights that exist in perpetuity unless otherwise terminated in accordance with the applicable provisions of the Contract;
 34. Permitting modification or replacement of the Contract pursuant to any new release, update or upgrade of Software, or subsequent renewal of maintenance. If Supplier provides any update or upgrade subject to additional payment, the County will have the right to reject such update or upgrade;
 35. Requiring the purchase of a new release, update, or upgrade of Software, or subsequent renewal of maintenance, in order for the County to receive or maintain the benefits of Supplier's
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indemnification of the County against any claims of infringement on any third-party intellectual property rights;

36. Granting Supplier or an agent of Supplier the right to audit or examine the books, records, or accounts of the County; or
37. Imposing a general release.

In addition to the provisions set forth above in this LAA, the Parties further agree as follows:

38. Supplier warrants that it is the owner of the Software or otherwise has the right to grant to the County the license to use the Software granted under the Contract without violating or infringing any law, rule, regulation, copyright, patent, trade secret, or other proprietary right of any third party.
39. Supplier may assign all or any of its rights and obligations to a third party as a result of a merger or acquisition or sale of all or substantially all of its assets to the third party so long as Supplier's assignee agrees in writing to be bound by the terms and conditions set forth in the Contract, and provided the third party is a U.S.-based entity or maintains a registered agent and a certification of authority to do business in Virginia. Supplier may assign all or any of its rights and obligations to an affiliate of Supplier, provided Supplier remains liable for the affiliate's compliance with the terms and conditions set forth in this Contract
40. Supplier agrees to indemnify, defend and hold harmless the County of Henrico (including Henrico County Public Schools), the County's officers, agents and employees, from any claims, damages, suits, actions, liabilities and costs of any kind or nature, including attorneys' fees, to the extent the claim in any way relates to, arise out of or result from: (i) any negligent act, negligent omission, or intentional or willful conduct of any employee or subcontractor of Supplier, (ii) any breach of any representation, warranty or covenant of Supplier contained in the Contract and LAA, (iii) any defect in the Software, or (iv) any actual or alleged infringement or misappropriation of any third party's intellectual property rights by any of the Software.
41. The County will only be liable to pay for Supplier's travel-related expenses, including transportation, meals, lodging and incidental expenses that have been authorized by the County in advance. The travel-related expenses will be reimbursable at the County's then-current per diem rates.
42. The County may require that Supplier personnel submit to a criminal background check prior to performance of any services under the Contract.
43. Payments for license fees, including subscription fees, and support services are only authorized to be made to the Supplier pursuant to the Contract.


Together with the Agreement, the Contract and this LAA constitute the entire agreement between the Parties and may not be waived or modified except by written agreement between the Parties.

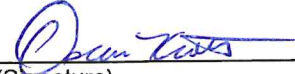
[SIGNATURE PAGE(S) TO FOLLOW]

IN WITNESS WHEREOF, the Parties have caused this License Agreement Addendum to be duly executed as of the last date set forth below by the undersigned authorized representatives of the parties, intending thereby to be legally bound.

DreamBox Learning, Inc.

County School Board of Henrico County,
Virginia

By: 
(Signature)
Name: Lance Ludman
(Print)
Title: CFO
Date: 08/26/2021

By: 
(Signature)
Name: Oscar Krot
(Print)
Title: Purchasing Director
Date: 8/30/21

APPROVED AS TO FORM

 8-27-21

ASSISTANT COUNTY ATTORNEY

Exhibit B: Data Security Agreement

**HENRICO COUNTY PUBLIC SCHOOLS
DATA SECURITY AGREEMENT**

This Data Security Agreement (“Agreement”) is agreed upon effective August 26
 , 2021, by and between DreamBox Learning, Inc. (“Vendor”) and the County School Board of
Henrico County, Virginia (“HCPS”).

I. DEFINITIONS

- A. **HCPS Data:** HCPS Data is any and all data that HCPS has disclosed to Vendor. For the purposes of this Agreement, HCPS Data does not cease to be HCPS Data solely because it is transferred or transmitted beyond HCPS’s immediate possession, custody, or control.
- B. **Data Breach:** The unauthorized access and acquisition of computerized data that materially compromises the security or confidentiality of confidential or sensitive personal information maintained by HCPS as part of a database of personal information regarding multiple individuals and that causes or HCPS reasonably believes has caused or will cause loss or injury to any HCPS constituent.
- C. **System:** An assembly of components that supports an operational role or accomplishes a specific objective. This may include a discrete set of information resources (network, server, computer, software, application, operating system or storage devices) organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.
- D. **Contract.** Shall mean the contract between Vendor and HCPS outlining the services to be provided.

II. DISCLOSURE OF HCPS DATA

- A. The Vendor shall not disclose HCPS Data in any manner that would constitute a violation of state or federal law or the terms of this agreement including, without limitation, by means of outsourcing, sharing, retransfer, or access, to any person or entity, except:
- B. Employees or agents who actually and legitimately need to access or use HCPS Data in the performance of Vendor’s duties to HCPS;
- C. Such third parties, such as but not limited to, vendors, suppliers or subcontractors, but only after such third party has agreed in writing and in advance of any disclosure, to be bound by confidentiality terms at least as stringent as the terms of this Agreement; or
- D. Any other third party approved by HCPS in writing and in advance of any disclosure, but only to the extent of such approval.

- E. The Vendor may also store HCPS Data on servers housed in datacenters owned and operated by third parties, provided the third parties take reasonable precautions to protect the security and confidentiality of HCPS data.

III. USE OF, STORAGE OF, OR ACCESS TO HCPS DATA

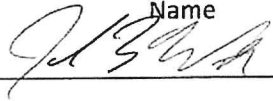
- A. Vendor shall only use, store, or access HCPS data:
 - 1. In accordance with, and only to the extent permissible under the contract for services; and
 - 2. In full compliance with any and all applicable laws and regulations, only to the extent applicable to Vendor, including the Family Educational Rights and Privacy Act (FERPA); and
- B. Vendor agrees that the use, storage, and access to HCPS Data shall be performed with that degree of skill, care, and judgment customarily accepted as sound, quality, and professional practices. Vendor shall implement and maintain safeguards necessary to ensure the confidentiality, availability, and integrity of HCPS Data. Vendor shall also implement and maintain any safeguards required to be implemented by applicable state and federal laws and regulations.
- C. HCPS reserves the right to request security information reasonably necessary to ascertain HCPS's own compliance with state and federal data privacy laws.
- D. If Vendor becomes aware that HCPS Data may have been accessed, disclosed, or acquired without proper authorization and contrary to the terms of this Agreement or the Contract, Vendor shall use reasonable efforts to alert HCPS of any Data Breach within seventy-two (72) hours, and shall immediately take such actions as may be necessary to preserve forensic evidence and eliminate the cause of the Data Breach. Vendor shall give highest priority to immediately correcting any Data Breach and shall devote such resources as may be required to accomplish that goal. Vendor shall provide HCPS information necessary to enable HCPS to fully understand the nature and scope of the Data Breach. Upon request, Vendor shall provide HCPS information about what Vendor has done or plans to do to mitigate any deleterious effect of the unauthorized use or disclosure of, or access to, HCPS Data. In the event that a Data Breach requires Vendor's assistance for mitigation, such assistance shall be provided at no cost to HCPS. HCPS may discontinue any services or products provided by Vendor and any payments to Vendor until HCPS, in its sole discretion, determines that the cause of the Data Breach has been sufficiently mitigated.
- E. If Vendor is served with any subpoena, discovery request, court order, or other legal request or command that calls for disclosure of any HCPS Data, Vendor shall promptly notify HCPS in writing and provide HCPS sufficient time to obtain a court order or take any other action HCPS deems necessary to prevent disclosure or otherwise protect HCPS Data. In such event, Vendor shall provide HCPS prompt and full assistance in HCPS's efforts to protect HCPS Data. Where

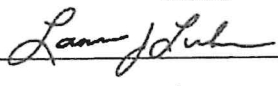
Vendor is prohibited by law from notifying HCPS of a legal request for HCPS Data, Vendor will comply with all applicable laws and regulations with respect to the requested HCPS Data.

- F. Upon expiration or termination of the Contract, Vendor shall ensure that no Data Breach occurs and shall follow HCPS's instructions as to the preservation, transfer, or destruction of HCPS Data. The method of destruction shall be accomplished by "purging" or "physical destruction", in accordance with National Institute of Standards and Technology (NIST) Special Publication 800-88. Upon request by HCPS, Vendor shall certify in writing to HCPS that return or destruction of data has been completed. Prior to such return or destruction, Vendor shall continue to protect HCPS Data in accordance with this Agreement.
- G. This Agreement shall survive the expiration or earlier termination of the Contract. However, upon expiration or termination of the Contract, either party may terminate this Agreement.

FOR HCPS:

FOR VENDOR: DreamBox Learning, Inc.

John B. Warden
Name

Signature
Chief Financial Officer
Title
8/30/21
Date

Lance Ludman
Name

Signature
CFO
Title
08/26/2021
Date

APPROVED AS TO FORM

 8-27-21
ASSISTANT COUNTY ATTORNEY

TERMS OF USE

Last Update June 8, 2020

Acceptance

Welcome to DreamBox Learning, Inc.'s website. These Terms of Use govern your use of www.dreambox.com, play.dreambox.com, www.dreambox.net, and www.dreambox.org, and any successor websites of the foregoing (collectively, the "Site"), any DreamBox Learning software, downloaded from this Site or obtained elsewhere (the "Software"), and all of the services made available on the Site (the "Services"). By using the Software, Services or visiting or browsing the Site, you acknowledge that you have read, understood, and agreed to be bound by these Terms of Use and any modifications that may be made to these Terms of Use from time to time. In addition, to the extent our Services or Software require you to set up an account with a password, if you are designated as the parent or legal guardian in the account, or are otherwise the person who first registers for a Service in such account, you agree to be responsible for ensuring that all users on your account comply with these Terms of Use and any modifications that may be made to the Terms of Use from time to time. If you do not agree to these Terms of Use, you should not use the Services or Software, or visit or browse the Site.

These Terms of Use constitute a binding legal agreement between you and DreamBox Learning, Inc. ("DreamBox Learning," "we," "us," and "our"). If you are using the Site, Services or Software, on behalf of any entity or person (including child), you represent and warrant that you are authorized to accept these Terms of Use on such entity's behalf or such person's behalf, and that such entity or person agrees to indemnify you and DreamBox Learning for violations of these Terms of Use. Please read these Terms of Use carefully before accessing or using the Site, Software or the Services.

For purposes of these Terms of Use and DreamBox Learning's [Privacy Policy](#), the phrases "Individual Customer" or "customers that are individuals", means an individual or family who has directly purchased a DreamBox Learning product or service for personal or family use and "School Customer" means an educational institution that has purchased products or services and provisions accounts for individual student users.

Modifications

We reserve the right to modify these Terms of Use at any time and in any manner at our sole discretion, including the fees for the Software or Services. Notice of any material modification of these Terms of Use will be posted in this section of the Site, and any such modifications will be effective upon the posting of such notice. Your continued use of the Site, Software or the Services constitutes your binding acceptance of such modifications. Please check this section of the Site before using the Site, Software or the Services to determine whether a change has been made to these Terms of Use. If you do not agree to any changes in the Terms of Use as they may occur, please arrange to terminate your registration with the Site immediately and discontinue your use of the Service, Software and the Site. You agree that we are not liable to you or to any third party for any modification of the Terms of Use.

Registration

Before you can use certain parts of the Software or Services, you may be required to register an account through the Site. If you are a customer that is an individual, you must be 18 years of age or older to register for a DreamBox Learning account. In that event,

however, you may add or register additional users to use the Services who are younger than 18 years old if you are such users' parent or legal guardian. For the avoidance of doubt, if you are a School Customer, the preceding sentence does not apply to you, as the school is neither an individual nor under 18 years of age. You agree to provide true, accurate, current, and complete information about yourself and the users of the account as prompted by the Site's registration form (such information, being the "Registration Data"), and you agree to maintain and promptly update the Registration Data to keep it true, accurate, current, and complete. If you provide any information that is untrue, inaccurate, not current, or incomplete, or we have any reasonable grounds to suspect that such information is untrue, inaccurate, not current, or incomplete, we may suspend or terminate your account and refuse to offer you any and all current or future use of the Services, Software and the Site. If you are a customer who is an individual, you agree that, if you provide any personally identifiable information about a child under age 13 in order to allow them to use the Site, Software or Services, that you are the parent/legal guardian of such child and that you consent to the child's use of the Site, Software and Service and agree to be bound to these Terms of Use with respect to the child's use. You understand that the privacy policy will apply to the child's use of the Site, Software and Service.

For our School Customers, as explained in DreamBox Learning's Privacy Policy, DreamBox Learning does not use personally identifiable information (as that term is defined by the Family Educational Rights and Privacy Act) provided by the School Customer about student users for any purpose other than to provide services to the School Customer and the student user. Such information is maintained confidentially and not shared with or sold or otherwise provided to third parties, unless specifically requested by our School Customer to do so. As a School Customer, if you request that DreamBox Learning share any information provided by you or your student users directly with a third party designated by you, then you agree that you (and not DreamBox Learning) will be solely responsible for the use, storage, and maintenance of such information by such third party. Additionally, to the extent that DreamBox Learning collects, uses, or discloses any personal information (as that term is defined by the Children's Online Privacy Protection Act) from children under the age of 13, that information is used solely to permit DreamBox Learning to provide services to the School Customer and the student user.

You are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer. You are solely responsible for any activity related to your account. If you suspect any unauthorized use of your account, notify us immediately. You acknowledge and agree that we may preserve user information and may also disclose user information, if required to do so by law or if we believe, in good faith, that such preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce these Terms of Use; (c) respond to claims that any Content violates the rights of third parties; or (d) protect the rights, property, or personal safety of DreamBox Learning, its users, or the public. Without limiting the foregoing, parents, legal guardians, and school officials who have registered accounts hereunder, understand that they are responsible for the acts and activities of their minor children in connection with any use of the Site, Software, and/or Software, and that the [privacy policy](#) will apply to their family's use of the foregoing.

Fee Based Services and Software

Some Services and Software may be offered to you on a fee basis. All fees are quoted and must be paid in U.S Dollars. If you elect to purchase fee-based Services or Software and transmit to DreamBox Learning a purchase request, you warrant that your use of the particular credit card or other DreamBox Learning accepted payment method is authorized and that all information that you submit to DreamBox Learning, or any third party designated by DreamBox Learning, is true and accurate (including, without limitation, your credit card number and expiration date), and you agree to pay all fees, including any applicable sales taxes, you

incur. Any account name, password, or user ID supplied to you in connection with any fee-based Services or Software you purchase is personal to you and the members of your household, and you may not transfer or make available your account name, password, or user ID to others. Any distribution by you of such account name, password, and/or user ID may result in cancellation of the fee-based Services and Software without refund and the imposition of additional charges based on your unauthorized use.

Content

The Site, Software and the Services may allow you and other third parties to post data, text, code, messages, opinions, advice, statements, reviews, comments, and other materials and information (collectively, "Content"). All Content, whether publicly posted on or privately transmitted via the Site, Software or the Services, is the sole responsibility of the person from whom the Content originated and not of DreamBox Learning, or its shareholders, directors, officers, or employees. DreamBox Learning may review and delete any Content, in whole or in part, that in the sole judgment of DreamBox Learning violates these Terms of Use or that might be offensive, illegal, or that might violate the rights of or harm any third parties. Nonetheless, under no circumstances will DreamBox Learning or its stockholders, directors, officers, employees, agents, representatives, partners, or affiliates be held liable for any loss or damage caused by your reliance on Content obtained through the Site, Software or the Services. It is your responsibility to evaluate the Content available through the Services, Software or the Site. Although Content will not be pre-screened or reviewed, we reserve the right to refuse or delete any Content.

DO NOT SUBMIT OR DISTRIBUTE ANY UNSOLICITED SUBMISSIONS; NO IMPLIED CONTRACT.

DreamBox Learning likes to hear from you. However, please keep in mind that DreamBox Learning does not accept or consider any creative ideas or suggestions relating to products or marketing plans unless it has specifically requested them. Therefore, please do not send to DreamBox Learning any creative or original materials such as ideas for software products, games, or other products, or any other creative suggestions, ideas, notes, drawings, concepts or other information. DreamBox Learning shall be free to use any such ideas, concepts, know-how, or techniques contained in any communication you send to the Site for any purpose whatsoever, including but not limited to developing, manufacturing and marketing products using such information and shall not be liable to you or to any person claiming through you for any exploitation or disclosure of any submission.

The DreamBox Learning Blog

All posts by the authors, guest authors, and visitors reflect personal thoughts and opinions which are not necessarily those of the company.

Licenses

When you post Content, you hereby grant (or warrant that the owner of the Content grants) us and each user of the Site, Software or the Services a royalty-free, perpetual, irrevocable, fully sublicensable, worldwide, non-exclusive right to use, reproduce, modify, translate, adapt, publish, create derivative works of, transmit, distribute, perform, display, delete (in whole or in part), and incorporate the Content for any purpose and without acknowledgement to you. By posting or providing Content, you represent and warrant that public posting and use of your Content by us and any of our users will not infringe on or violate the rights of any third party.

In addition subject to the terms of this Agreement, we grant to you a limited, personal, non-exclusive, non-transferable license to use the Software solely to use the Service to the extent you have the right to access the Service. Your right to access the Service will be limited by the terms of this Agreement. Except for this license granted to you, we retain all right, title, and interest in and to the Software, including all related intellectual property rights. The Software and Services are protected by applicable intellectual property laws, including United States copyright law and international treaties. Except as otherwise explicitly provided in this Agreement or as may be expressly permitted by applicable law, you will not, and will not permit or authorize third parties to: (a) reproduce, modify, translate, enhance, decompile, disassemble, reverse engineer, or create derivative works of the Software and/or Services; (b) rent, lease, or sublicense the Software and/or Services; nor (c) circumvent or disable any security or technological features or measures in the Software and/or Services. You may not export or re-export the Software and/or Services without (a) the prior written consent of DreamBox Learning; and (b) complying with applicable export control laws and obtaining any necessary permits and licenses.

Lifetime Subscription

You may elect to purchase a "lifetime" license for you or your family ("Lifetime Subscription"). If you purchase the Lifetime Subscription, the license to the Lifetime Subscription, granted above (including all other restrictions and obligations in these Terms of Use) will continue for ten (10) years from date of purchase, provided that (i) you maintain an Account and compliance with this Agreement, and (ii) DreamBox continues to offer the applicable license. The Lifetime Subscription may have been purchased as part of the Individual or Family plan; if you purchased a Family Plan Lifetime Subscription then your subscription will accommodate up to four (4) end users. For clarity, references to "lifetime" under this Agreement mean ten (10) years from the date of purchase, and such rights are not transferable, descendible, or inheritable.

Usage Guidelines and Restrictions

You agree not to use the Site, Software or the Services to:

1. upload, post, e-mail, or otherwise transmit any Content that contains personally identifying information (such as actual names, phone numbers, mailing addresses, e-mail addresses and URL), unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically, or otherwise objectionable;
2. harm minors in any way or write comments that in any way refer to person(s) under 18 years of age;
3. impersonate any person or entity, or otherwise misrepresent your affiliation with a person or entity;
4. upload, post, e-mail, or otherwise transmit Content that you do not have a right to transmit under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships, or under nondisclosure agreements);
5. upload, post, e-mail, or otherwise transmit Content that infringes any patent, trademark, trade secret, copyright, or other proprietary rights ("Rights") of any party;
6. upload, post, e-mail, or otherwise transmit any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other forms of solicitation;

7. upload, post, e-mail, or otherwise transmit any material that contains software viruses or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment;
8. interfere with or disrupt the Services, Software, the Site, or servers or networks connected to the Site, or disobey any requirements, procedures, policies, or regulations of networks connected to the Site;
9. intentionally or unintentionally violate any applicable local, state, national, or international law, "stalk" or otherwise harass another, or collect or store personal data about other users;
10. use any automated means to access the Site, Software or the Services or collect any information from the Site, Software or the Services (including, without limitation, robots, spiders, or scripts); or
11. frame the Site, Software or the Services, utilize framing techniques to enclose any service mark, logo, or other proprietary information, place pop-up windows over its pages, or otherwise affect the display of its pages. This means, among other activities, that you must not engage in the practices of "screen scraping," "database scraping," or any other activity with the purpose of obtaining lists of users or other information.

Termination

You agree that DreamBox Learning in its sole discretion, may terminate your password, account (or any part thereof), and use of the Site, Software and the Services, and remove and discard any Content within the Site, for any reason, including, without limitation, for lack of use or if DreamBox Learning believes that you have violated or acted inconsistently with the letter or spirit of these Terms of Use. DreamBox Learning may also in its sole discretion and at any time modify or discontinue providing the Site or the Services, or any part thereof, with or without notice. You agree that any modification or termination of your access to the Site, Software or the Services may be effected without prior notice, and you acknowledge and agree that DreamBox Learning may immediately deactivate or delete your account and all related information and Content in your account and bar any further access to such information or to the Site, Software or the Services. Further, you agree that DreamBox Learning shall not be liable to you or any third party for any modification or termination of your access to the Site, Software, or the Services.

Data and Privacy

DreamBox Learning complies with and enforces U.S. data protection laws across all aspects of our system. If you use or access the DreamBox system, please note:

- Your data will be stored in the United States.
- By signing up for or using the DreamBox Learning system, you agree that your personal data can be used for the purposes identified in the Privacy Policy.
- Your data will be handled in accordance with U.S. privacy law. You waive any right or expectation enumerated under the data protection laws of other jurisdictions, and consent to the application of U.S. data protection law.
- Certain jurisdictions, such as the EU, do not permit you (the Customer) to grant this kind of consent. DreamBox Learning is not currently available to customers in those jurisdictions.

Any information submitted on the Site or the Services is subject to our Privacy Policy, the terms of which are incorporated into these Terms of Use. Our Privacy Policy may be found by [clicking here](#). Please review our Privacy Policy carefully.

Disclaimers of Warranties; Limitations on Liability

The Site, Software, and the Services (including all Content) are provided "as is"; DreamBox Learning makes no representations or warranties of any kind with respect to the Services, the Content, the Site, the Software, or any contents therein. DreamBox Learning assumes no liability or responsibility for any errors or omissions in providing the Services, the Site, the Software or the Content, any losses or damages arising from the use of the Content, or any conduct by users of the Site. DREAMBOX LEARNING EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES RELATING TO THE SERVICES, THE SOFTWARE, THE CONTENT, AND THE SITE, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, AUTHENTICITY, TITLE, AND NON-INFRINGEMENT. In addition, DreamBox Learning does not represent or warrant that the information on or accessible via the Site or Software, or through the Services is complete, current or will be updated or corrected. DreamBox Learning does not warrant, endorse, guarantee, or assume responsibility for any product or service advertised or offered by a third party through the site or any hyperlinked site or featured in any banner or other advertising. While DreamBox Learning attempts to make your access and use of the site, the services, and the software safe, DreamBox Learning cannot and does not represent or warrant that the site, the software, or its server(s) are free of viruses or other harmful components; therefore, you should use industry recognized software to detect and disinfect viruses. DREAMBOX LEARNING'S AND ITS AFFILIATES', SUPPLIERS', AND THEIR RESPECTIVE OFFICERS', DIRECTORS', STOCKHOLDERS', EMPLOYEES', AGENTS', AND REPRESENTATIVES' LIABILITY UNDER THESE TERMS OF USE IS LIMITED TO DIRECT, OBJECTIVELY MEASURABLE DAMAGES. DREAMBOX LEARNING AND ITS AFFILIATES, SUPPLIERS, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, STOCKHOLDERS, EMPLOYEES, AGENTS, AND REPRESENTATIVES WILL NOT BE HELD LIABLE FOR ANY INDIRECT OR SPECULATIVE DAMAGES (INCLUDING, WITHOUT LIMITING THE FOREGOING, CONSEQUENTIAL, INCIDENTAL, AND SPECIAL DAMAGES) INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, BUSINESS INTERRUPTIONS, LOSS OF DATA, AND LOSS OF PROFITS, REGARDLESS OF WHETHER THESE PARTIES HAD ADVANCE NOTICE OF THE POSSIBILITY OF ANY SUCH DAMAGES. DREAMBOX LEARNING'S AND ITS AFFILIATES', SUPPLIERS', AND THEIR RESPECTIVE OFFICERS', DIRECTORS', STOCKHOLDERS', EMPLOYEES', AGENTS', AND REPRESENTATIVES' TOTAL LIABILITY TO YOU FOR ANY CLAIM ARISING OUT OF OR RELATING TO THE SERVICES, THE SOFTWARE, THE CONTENT, THE SITE OR THESE TERMS OF USE, WHETHER IN CONTRACT OR IN TORT, SHALL NOT EXCEED \$100. EACH PROVISION OF THESE TERMS OF USE THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS UNDER THESE TERMS OF USE BETWEEN THE PARTIES. THIS ALLOCATION IS REFLECTED IN THE FEES WE CHARGE, IF ANY, AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THESE TERMS OF USE. THE LIMITATIONS IN THIS SECTION WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY UNDER THESE TERMS OF USE. Some states do not allow the foregoing limitations of liability, so they may not apply to you. ANY AND ALL PORTIONS OF THIS DISCLAIMER SHALL AUTOMATICALLY APPLY TO ALL IMPROVEMENTS AND/OR AMENDMENTS AS THEY APPEAR ON THE SITE, SERVICES AND/OR THE SOFTWARE. If you are dissatisfied with the Site, Services and/or Software, or with any terms, conditions, rules, policies, guidelines or practices of using the Site, Services and/or Software, your sole remedy is to discontinue using the Site, Services and/or Software.

Indemnity

You agree to indemnify and hold DreamBox Learning or its stockholders, directors, officers, employees, agents, representatives, partners, or affiliates harmless from any loss, liability, claim, or demand, including reasonable attorneys' fees, arising out of, resulting from or connected with the use, modification, misinterpretation, misuse, or reuse by you of the Site, the Software, the Services, or Content, including without limitation these Terms of Use. For the avoidance of doubt, your indemnification obligations described in this section will not apply in the event that a loss, liability, claim, or demand is caused by our gross negligence.

Links and Advertising

We do not provide links to other Web sites or resources to our School Customers. However, for our customers that are individuals, we may provide, or third parties may provide, links to other Web sites or resources that are beyond our control. We make no representations as to the quality, suitability, functionality, or legality of any sites to which links may be provided, and you hereby waive any claim you might have against us, with respect to such sites. DREAMBOX LEARNING IS NOT RESPONSIBLE FOR THE CONTENT ON THE INTERNET OR WEB PAGES THAT ARE CONTAINED OUTSIDE THE SITE.

Your correspondence or business dealings with, or participation in promotions of, other users, advertisers, or partners found on or through the Site, Software or the Services, and any other terms, conditions, warranties, or representations associated with such dealings, are solely between you and such user, advertiser, or partner. You agree that we are not responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such advertisers or partners on the Site, Software or the Services.

Governing Law and Arbitration

These Terms of Use are governed in all respects by the laws of the State of Washington, U.S.A., as such laws are applied to agreements entered into and to be performed entirely within Washington between Washington residents. Any controversy or claim arising out of or relating to these Terms of Use, the Services, the Software, or the Site will be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Any such controversy or claim will be arbitrated on an individual basis, and will not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration will be conducted in King County, Washington, and judgment on the arbitration award may be entered into any court having jurisdiction thereof. The award of the arbitrator will be final and binding upon the parties without appeal or review except as permitted by Washington law. Notwithstanding the foregoing, either party may seek any interim or preliminary injunctive relief from any court of competent jurisdiction, as necessary to protect the party's rights or property pending the completion of arbitration. By using the Site, Software or the Services, you consent and submit to the exclusive jurisdiction and venue of the state and federal courts located in King County, Washington, U.S.A.

DreamBox Learning controls and operates this Site from its offices in Bellevue, Washington, United States of America and makes no representation that these materials are appropriate or available for use in other locations. If you use this Site, Software and Services from other locations you are responsible for compliance with applicable local laws. If any portion of these terms is held to be unenforceable, the unenforceable portion shall be construed in accordance with applicable law to the greatest extent possible and the remainder of the provisions shall remain in full force and effect.

Release

In the event that you have a dispute with one or more users of the Site, Software or the Services, you release DreamBox Learning and its stockholders, directors, officers, employees, agents, representatives, partners, and affiliates from claims, demands, and damages (actual and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes. If you are a California resident, you waive California Civil Code — 1542, which says: “A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.”

Claims of Copyright Infringement

DreamBox Learning respects the intellectual property rights of others, and requires that the people who use the Site, Software and the Services do the same. It is our policy to respond promptly to claims of intellectual property misuse.

If you believe that your work has been copied and is accessible on the Site, Software or the Services in a way that constitutes copyright infringement, you may notify us by providing our copyright agent with the following information in writing:

1. the electronic or physical signature of the owner of the copyright or the person authorized to act on the owner's behalf;
2. identification of the copyrighted work that you claim has been infringed;
3. identification of the material that is claimed to be infringing and information reasonably sufficient to permit us to locate the material;
4. your name, address, telephone number, and e-mail address;
5. a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
6. a statement made under penalty of perjury that the above information in your notice is accurate and that you are the copyright owner or are authorized to act on the copyright owner's behalf.

If we receive such a claim, we reserve the right to refuse or delete Content as described under these Terms of Use and to terminate a user's account. Our designated agent to receive notification of claimed infringement under the Digital Millennium Copyright Act OF 1998 (“DMCA”) is:

600 108th Ave NE, Suite 805
Bellevue, WA 98004, U.S.A.
Attn: Copyright Infringement

After receiving a claim of infringement, we will process and investigate notices of alleged infringement and will take appropriate actions under the DMCA and other applicable intellectual property laws. Upon receipt of notices complying or substantially complying with the DMCA, we will act expeditiously to remove or disable access to any material claimed to be infringing or claimed to be the subject of infringing activity, and will act expeditiously to remove or disable access to any reference or link to material or

activity that is claimed to be infringing. We will take reasonable steps promptly to notify the user that we have removed or disabled access to such material.

Upon receipt of a proper counter notification under the DMCA, we will promptly provide the person who provided the initial notification of claimed infringement with a copy of the counter notification and inform that person that we will replace the removed material or cease disabling access to it in 10 business days.

Unless our designated agent first receives notice from the person who submitted the initial notification that such person has filed an action seeking a court order to restrain the user from engaging in infringing activity relating to the material on the Site, Software or the Services, we will replace the removed material and cease disabling access to it.

You may provide us with a counter notification by providing our copyright agent the following information in writing:

1. your physical or electronic signature;
2. identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled;
3. a statement under penalty of perjury that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled;
4. your name, address, and telephone number, and a statement that you consent to the jurisdiction of Federal District Court for the judicial district in which your address is located, or if your address is outside of the United States, for any judicial district in which we may be found and that you will accept service of process from the person who provided the initial notification of infringement.

General

DreamBox Learning's failure to act in a particular circumstance does not waive its ability to act with respect to that circumstance or similar circumstances. By using the Site, Software or the Services, you consent to receiving electronic communications from DreamBox Learning. These communications will include notices about your account and information concerning or related to the Software or Services. You agree that any notice, agreements, disclosure, or other communications that we send to you electronically will satisfy any legal communication requirements, including that such communications be in writing. DreamBox Learning is excused for any failure to perform to the extent that its performance is prevented by any reason outside of its control. In these Terms of Use, the word "including" shall be construed as if followed by the words "but not limited to." These Terms of Use, together with our Privacy Policy, comprise the entire agreement between you and DreamBox Learning and supersede all prior agreements between the parties regarding the subject matter contained herein.

Questions

If you have questions regarding these Terms of Use, contact us at 1-877-451-7845 or support@dreambox.com.

MASTER SOFTWARE AND SERVICES AGREEMENT TERMS AND CONDITIONS

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

1. CUSTOMER ACCOUNT

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

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

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

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

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

1.6 Reservation of Rights. The Software and Services are licensed to you, not sold. You acknowledge that the Software and Services and any and all intellectual property rights therein, including any know-how, trade secrets, and other non-public information related to the Software and Services, are, and shall remain, the sole and exclusive property of DreamBox Learning and contain DreamBox Learning’s confidential and proprietary materials. All uses of DreamBox Learning’s trademarks and related goodwill incidental to your access to the Customer Account or use of the Software and Services will inure solely to DreamBox Learning and you will obtain no rights with respect to any of DreamBox Learning’s trademarks. You acknowledge and agree that, if you or your officers, directors, trustees, administrators, faculty, staff, employees, agents, or students provide any feedback or suggestions to DreamBox Learning concerning the Software and Services (including identifying any

errors or improvements) (“**Feedback**”), DreamBox Learning is hereby assigned all right, title, and interest in and to the Feedback, including any and all intellectual property rights therein, and DreamBox Learning is free to use the Feedback without any payment or restriction.

2. PAYMENT

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

3. SERVICES

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

3.2 Cancellation.

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

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

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

4. TERM AND TERMINATION

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

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

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

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

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

5. PRIVACY

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

6. NOTICE

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

7. WARRANTY

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

8. MISCELLANEOUS

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

and enforceable to the fullest extent permitted by law. This Agreement may be executed in counterparts, each of which will be deemed to be an original and together will constitute one and the same agreement. This Agreement may also be executed and delivered by facsimile or other electronic means and such execution and delivery will have the same force and effect of an original document with original signatures. This Agreement will be binding upon and will inure to the benefit of the parties and their respective successors and assigns.



COMMONWEALTH OF VIRGINIA
County of Henrico

DEPARTMENT OF FINANCE
Purchasing Division

June 29, 2021

Mr. Brian Harris
DreamBox Learning, Inc.
777 108th Ave. NE, Suite 2300
Bellevue, WA 98004

RE: RFP 21-2142-3EMF – Digital Mathematics (PreK-12) Curriculum for Tier I,II and III

Dear Mr. Harris:

This letter is to inform you that your firm has been selected to enter into negotiations for the above referenced solicitation.

To begin this process, please submit the following items:

1. Answers to the attached list of questions. (Attachment A)
2. Provide all cost for proposed solution on Attachment B.
3. For evaluation purposes, provide pricing for the attached scenarios (Attachment C). This form has been modified and is not the same as in the RFP. Pricing for the scenarios shall be based on the pricing listed on Attachment B

Please provide the above items by 3:00 p.m. on July 9, 2021. A response via email attachment is sufficient.

If you have any questions, please contact me at 804-501-5637 or fal51@henrico.us.

Sincerely,

Eileen M. Falcone
Assistant Division Director

Attachment A
RFP #21-2142-3EMF
Digital Mathematics (PreK-12) Curriculum for Tier I,II and III

OFFEROR: DreamBox Learning, Inc.

1. If HCPS chooses not to sync with PowerSchool directly, what other options are there for rostering and data sync beyond CSV file through SFTP? (i.e. Clever or other)

The DreamBox Automated Roster Management (ARM) system allows a secure transfer of student rosters between your Student Information System (SIS) and DreamBox on a regular and automated basis.

If your entire school or several schools in your district will use DreamBox, we recommend choosing one of our two automated options to manage your rosters: **Clever Automated Roster Management** or **DreamBox Automated Roster Management**. Clever automates the secure transfer of student rosters between your SIS and DreamBox. This enables continuously updated roster information in learning programs with single-sign-on (SSO) access for students and teachers. We recommend using Clever to update rosters if you'd like to share rosters for an entire school or multiple schools.

Clever is FERPA compliant, allowing you to securely maintain student rosters throughout the year so your teachers can concentrate on instruction. This service is offered at no extra cost to you, and even **supports receiving data by secure FTP (SFTP)**.

DreamBox supports rostering through **ClassLink**. ClassLink is an IMS global certified SSO solution. ClassLink integrates with districts' roster data, enabling them to share securely with other learning providers, using the OneRoster file format. DreamBox integrates with ClassLink via DreamBox ARM, our in-house automation solution to pull roster data into our provisioning system using SFTP, where it is reviewed by our support team prior to processing any changes.

While the OneRoster is a commonly used format for many districts, we cannot currently support receiving files directly from districts. For the 2021-22 school year, we will only support receiving OneRoster files for those clients who share data through ClassLink.

2. What version of the proposed solution is being offered for this contract? If awarded the contract how are new versions or updated version handled?

At the purchased level of service (Advanced in this case), customers will immediately use our most current version. DreamBox Learning Software update releases are pushed directly into the DreamBox Learning Production site with no interaction expected or needed from the Client. Information regarding the release is emailed to the DBL Advocate and accessible on the landing page of the Administrator and Teacher dashboards within the DreamBox Learning application. Continued support timelines for previous versions are provided at the time of release. At the purchased level of service (Advanced in this case), there is no cost for updates. Features and functionality available at the time of purchase, at the level of service purchased (Advanced in this case), will be maintained over the life of the contract at no additional cost.

DreamBox Learning is continually developing new features and functionality, and occasionally introduces new products. DreamBox Learning reserves the right to make future products, versions, and/or features available for sale as part of optional new levels of service that may require a paid upgrade.

3. Is the proposed solution proven to be compatible with the following devices used by HCPS?

Device	Grade Level	Explanation
iPad	PreK – K	<i>Device</i> iPad 2+, iPad Mini (1st Gen+) <i>iOS</i> iOS 9.3 or above
Chromebook	1-5	Chrome OS (auto-updated)
Laptop	6-12	<i>Operating System</i> Chrome OS (auto-updated), Windows 7+, Mac OS 10.10+ <i>Browser</i> The latest versions of Chrome, Edge, Safari, Firefox, and Internet Explorer 11 - as well as the current ESR version of Firefox - are always supported. <i>Note: Internet Explorer users may notice a degraded experience with graphics and audio and are highly encouraged to switch to a more modern browser.</i>
Students using non-grade specific device(i.e. iPad by any grade level SPED student)		As listed above

**ATTACHMENT B
PRICING OPTIONS AFTER ORALS**

Provide pricing as it relates to the proposed solution	Price
Price per Student	\$15
Price per Teacher	N/A
Price per Classroom	N/A
Price per Site	N/A
Price for District License PreK-5	N/A
Price for District License PreK-8	N/A
Price for District License PreK-12	N/A
Price for District License 6-8	N/A
Price for District License 6-12	N/A

Price for District License 9-12	N/A
1 day of Professional Development- train the trainer model (20 Elementary or Secondary ILCs/ITRTs, 3 Educational Specialist, + 1 additional personnel- total of 20 ±)	\$4,000 per facilitator (1 facilitator can accommodate up to 60 participants, 1 day is defined as up to 6 hours of service)
1 day of Professional Development - price per teacher	Our price is offered as a daily rate per facilitator as represented above. The effective price per teacher for 1 facilitator assuming max participation is \$66.67.
1 day of Professional Development for Elementary or Secondary School Staff- approximately 35 - 100	\$4,000 per facilitator (2 facilitators would be required above 60 participants)
Additional Professional Development models	Live Custom Webinars (60 minutes up to 50 participants): \$500 Virtual On-Site Day (up to 6 hours): \$4,000 DreamBox University (asynchronous PD platform access offered on a per-teacher basis): \$20 per teacher
Printed materials – provide list of pricing for each product offered	N/A
Consumables – provide list of pricing for each product offered	N/A
Provide information on price breaks for volume purchases. At list price, DreamBox Learning Math Advanced Package Student Seat Licenses are offered at \$28/student. At \$15/student, our offer represents a 46.4% volume discount and assumes the district orders at the level of the RFP published enrollments for Tier I in elementary and middle (21,149 + 11,725 = 32,874). If the district elects to include a portion of high school students from any Tier, the additional volume will not be sufficient to further discount the per student price.	
Implementation or Startup Cost if any: None.	
Recurring Cost for renewal year 2-5	
Year 1: \$15/student	
Year 2: \$15.45/student	

Year 3: \$15.91/student
Year 4: \$16.38/student

Attachment C

Pricing Scenario – After Orals

Provide pricing for the scenarios below based off pricing being offered for the proposed solution. Offers must put a Price for each scenario they are submitting for based on the information provided below. All cost must be included. This scenario is for Year One.

A	B	C
Scenario	Methodology: (i.e. What is included and how the price in Column C was determined.	Price
Provide pricing for an annual subscription for one site license for an elementary school with 415 students .	DreamBox Student Seat Licenses (Tier I): $415 * \$15 = \$6,225$	\$6,225
Provide pricing for an annual subscription for one site license for a middle school with 900 students .	DreamBox Student Seat Licenses (Tier I): $900 * \$15 = \$13,500$	\$13,500
Provide pricing for an annual subscription for one site license for a high school with 1,700 students .	DreamBox offers grade-level standards coverage from kindergarten to grade 8. DreamBox is available to support Tier II intervention/remediation at the high school level. DreamBox Student Seat Licenses (Tier II): $1,700 * 10% * \$15 = \2550	\$2,550
Printed Materials (Offerors must provide the number of copies needed and price, if applicable, based on scenario information)		\$0
Consumables (Offerors must provide the number of copies needed and price, if applicable, based on scenario information)		\$0
Provide pricing for 1 day (6 hours) of on-site professional development training for staff of 25	1 Day of On-Site Professional Development*: $1 * \$4,000 = \$4,000$	\$4,000

	<p>* DreamBox University subscriptions for each teacher (additional \$500 in this scenario) are strongly encouraged but not required. DreamBox University may be provided to all teachers, a sub-set of teachers, or to instructional support staff/district leadership based on need and budget.</p>	
Total Cost		\$26,275
<p>Take the Total Cost from above and divide by the number of students offeror has submitted for, based on the number of students in each scenario. (i.e. if submitting only for 415 students then divide the total cost by 415. If submitting for 900 and 1,700 then divided the total cost by 2,600)</p>		<p>Per Student price including PD \$17.69 (assuming 1,485 students)</p> <p>Per Student price not including PD \$15 (assuming 1,485 students)</p>



DreamBox Learning® Math

Henrico County Public Schools

RFP 21-2142-3EMF Digital Math PreK through 12

Tier I II and III

Due: April 29, 2021

Submitted by :

Brian Harris

Regional Vice President | DreamBox Learning Inc.

777 108th Avenue NE, Suite 2300 Bellevue WA 98004

brian.harris@dreambox.com | Cell: 919.818.1921 | www.dreambox.com

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TAB 1 - Introduction and Signed Forms

Eileen M. Falcone
Assistant Division Director
Henrico County Public Schools
8600 Staples Mill Road
P.O. Box 90775
Henrico, VA 23273-0775

Dear Ms. Falcone:

As we move into the 2021-22 school year, there's no doubt school districts are craving certainty in an uncertain time. This is certain: DreamBox Learning is the **only** K-8 curriculum to have been proven as an effective instructional resource through independent third-party research and given the **highest rating of "STRONG" by Evidence for ESSA**.

DreamBox® Learning Inc. would be honored to support the District in closing the gap for grades K-8 math skills. In that vein, we propose our award-winning and highly effective DreamBox Learning Math™, available in both English and Spanish for grades K-8. DreamBox Learning Math is submitted as a software solution for **RFP DIGITAL MATHEMATICS PREK-12 CURRICULUM FOR TIER I, TIER II, AND TIER III**.

Based on the specifications provided in this RFP, we are confident that DreamBox Learning satisfies and even exceeds the specified requirements of Henrico County Schools. **K-5 students in Henrico County meeting the minimum recommended usage by completing five or more DreamBox lessons per week grew 1.42 grade levels since the beginning of the FY21 school year.**

DreamBox is specifically designed to address the National Council of Teachers of Mathematics (NCTM) focal points, meets the rigorous expectations of college- and career-ready standards, and is **aligned to the Virginia Standards of Learning**. The student-driven instructional design continually adjusts to learners' needs, ensuring that students are always working in their zone of proximal development-never wasting time on lessons that are too easy or lessons that too difficult.

Both within and across lessons, DreamBox dynamically adapts to differentiate and personalize instruction in real-time with Intelligent Adaptive Learning™ technology is fueled by data not only from students' answers but also from:

- the strategies students use to solve problems,
- how students use virtual manipulatives to solve problems,
- the degree to which students need scaffolding to solve problems, and
- the amount of time it takes students to successfully solve problems.

This dynamic and continuous analysis and adaptation ensure that all students receive exactly the right instruction, the right scaffolding, and the right next lesson every day.

Learning is not a linear process; thus, truly personalized instruction cannot be linear. Traditional or "first-generation" adaptive learning typically relies upon formal assessments to adapt, while actual instruction within those same tools remains a locked linear pathway. In that

first-generation model, the only instructional personalization is the student's starting point. DreamBox uses next generation Intelligent Adaptive Learning™ technology to seamlessly integrate instruction and assessment before, during, and after each lesson.

Using virtual manipulatives and graphic representations in every lesson, DreamBox provides individual, in-the-moment learning experiences that are continually and deeply personalized for every learner, providing the right next lesson, at the right level of difficulty, at the right time. This platform makes DreamBox a reliably effective component for Response to Intervention (RtI) and Multi-Tiered Systems of Support (MTSS) implementations. Students' track-record of success with DreamBox has led to an exponential growth of K-8 implementations across the country. Today more than 5 million students and more than 200,000 teachers are using DreamBox throughout the country and in Canada.

By partnering with DreamBox Learning, Henrico County Public Schools will be served by a company that is dedicated to the success of your educators and students and offers the District:

- Support for the Concrete-Representational-Abstract (CRA) instructional model with a growing repertoire of over 2,300 lessons that all use virtual manipulatives.
- Formative data without the need for formal assessment. DreamBox Predictive Insights™ (DPI) empowers educators with grade-level math proficiency predictions that are 85% accurate and reported every month.
- A company that is committed to always improving. DreamBox Learning recently released many new lessons, a new educator dashboard, and other features to support teaching and learning. This includes a new lesson format for word problems with unlike fractions that engage learners in an interactive environment to make sense of problems, look for structure, and reason both quantitatively and abstractly to solve problems. Additionally, a new teacher-student messaging system has been added.

If DreamBox is selected, the District will be assisted by our ready-to-serve U.S.-based technical support and customer service teams. Henrico County Public Schools will be assigned a dedicated implementation manager that will support the district's initial set-up and ongoing implementation at no additional cost. The District's implementation will also be served by world-class professional development specialists with a strong plan to meet the needs of educators.

DreamBox Learning stands ready to meet the math intervention needs of Henrico County Public Schools educators. For clarifications or to arrange a presentation, contact Brian Harris, Regional Vice President, brian.harris@dreambox.com, 919-818-1921. We thank you for your consideration.

Sincerely,

Brian Harris

Brian Harris
Regional Vice President
DreamBox Learning Inc.

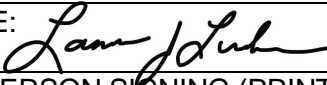
ATTACHMENT A

PROPOSAL SIGNATURE SHEET

My signature certifies that the proposal as submitted complies with all requirements specified in this Request for Proposal (“RFP”) No. 21-2142—3EMF Mathematics (PreK-12) Curriculum Tier I, Tier II and Tier III.

My signature also certifies that by submitting a proposal in response to this RFP, the Offeror represents that in the preparation and submission of this proposal, the Offeror did not, either directly or indirectly, enter into any combination or arrangement with any person or business entity, or enter into any agreement, participate in any collusion, or otherwise take any action in the restraining of free, competitive bidding in violation of the Sherman Act (15 U.S.C. Section 1) or Sections 59.1-9.1 through 59.1-9.17 or Sections 59.1-68.6 through 59.1-68.8 of the Code of Virginia.

I hereby certify that I am authorized to sign as a legal representative for the business entity submitting this proposal.

LEGAL NAME OF OFFEROR (DO <u>NOT</u> USE TRADE NAME):	
DreamBox Learning, Inc.	
ADDRESS:	
777 108th Ave NE #2300, Bellevue, WA 98004	
FEDERAL ID NO:	27-2358787
SIGNATURE:	
NAME OF PERSON SIGNING (PRINT):	Lance Ludman
TITLE:	CFO
TELEPHONE:	877-451-7845
FAX:	425-484-6476
EMAIL ADDRESS:	schools@dreambox.com
DATE:	04/05/2021

ATTACHMENT B BUSINESS CATEGORY CLASSIFICATION FORM

Company Legal Name: DreamBox Learning, Inc.

This form completed by: Signature:  Title: CFO

Date: 04/05/2021

PLEASE SPECIFY YOUR **BUSINESS CATEGORY** BY CHECKING THE APPROPRIATE BOX(ES) BELOW.

(Check all that apply.)

- SMALL BUSINESS
- WOMEN-OWNED BUSINESS
- MINORITY-OWNED BUSINESS
- SERVICE-DISABLED VETERAN
- EMPLOYMENT SERVICES ORGANIZATION
- NON-SWaM (Not Small, Women-owned or Minority-owned)

SUPPLIER REGISTRATION – The County of Henrico encourages all suppliers interested in doing business with the County to register with eVA, the Commonwealth of Virginia’s electronic procurement portal, <http://eva.virginia.gov>.

eVA Registered? Yes No

If certified by the Virginia Minority Business Enterprises (DMBE), provide DMBE certification number and expiration date.

_____ NUMBER _____ DATE

DEFINITIONS

For the purpose of determining the appropriate business category, the following definitions apply:

"Small business" means a business, independently owned and controlled by one or more individuals who are U.S. citizens or legal resident aliens, and together with affiliates, has 250 or fewer employees, or annual gross receipts of \$10 million or less averaged over the previous three years. One or more of the individual owners shall control both the management and daily business operations of the small business.

"Women-owned business" means a business that is at least 51 percent owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51 percent of the equity ownership interest is owned by one or more women who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more women.

"Minority-owned business" means a business that is at least 51 percent owned by one or more minority individuals who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51 percent of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more minority individuals.

"Minority individual" means an individual who is a citizen of the United States or a legal resident alien and who satisfies one or more of the following definitions:

1. "African American" means a person having origins in any of the original peoples of Africa and who is regarded as such by the community of which this person claims to be a part.
2. "Asian American" means a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands, including but not limited to Japan, China, Vietnam, Samoa, Laos, Cambodia, Taiwan, Northern Mariana Islands, the Philippines, a U.S. territory of the Pacific, India, Pakistan, Bangladesh, or Sri Lanka and who is regarded as such by the community of which this person claims to be a part.
3. "Hispanic American" means a person having origins in any of the Spanish-speaking peoples of Mexico, South or Central America, or the Caribbean Islands or other Spanish or Portuguese cultures and who is regarded as such by the community of which this person claims to be a part.
4. "Native American" means a person having origins in any of the original peoples of North America and who is regarded as such by the community of which this person claims to be a part or who is recognized by a tribal organization.

"Service disabled veteran business" means a business that is at least 51 percent owned by one or more service disabled veterans or, in the case of a corporation, partnership, or limited liability company or other entity, at least 51 percent of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more individuals who are service disabled veterans and both the management and daily business operations are controlled by one or more individuals who are service disabled veterans.

"Service disabled veteran" means a veteran who (i) served on active duty in the United States military ground, naval, or air service, (ii) was discharged or released under conditions other than dishonorable, and (iii) has a service-connected disability rating fixed by the United States Department of Veterans Affairs.

"Employment services organization" means an organization that provides community-based employment services to individuals with disabilities that is an approved Commission on Accreditation of Rehabilitation Facilities (CARF) accredited vendor of the Department of Aging and Rehabilitative Services.

ATTACHMENT C
Virginia State Corporation Commission (SCC)
Registration Information

The Offeror:

is a corporation or other business entity with the following SCC identification number:
_____ F1963935 _____ **-OR-**

is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**

is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the Bidder in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from Bidder's out-of-state location) **-OR-**

is an out-of-state business entity that is including with this bid/proposal an opinion of legal counsel which accurately and completely discloses the undersigned Bidder's current contracts with Virginia and describes why those contracts do not constitute the transaction of business in Virginia within the meaning of §13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

Please check the following box if you have not checked any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for bids:

ATTACHMENT D
PROPRIETARY/CONFIDENTIAL INFORMATION IDENTIFICATION

NAME OF OFFEROR: DreamBox Learning, Inc.

Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protections of Va. Code § 2.2-4342(F) in writing, either before or at the time the data or other materials are submitted. The Offeror must specifically identify the data or materials to be protected including the section(s) of the proposal in which it is contained and the pages numbers, and state the reasons why protection is necessary. A summary of trade secrets and proprietary information submitted shall be submitted on this form. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. Va. Code § 2.2-4342(F) prohibits an Offeror from classifying an entire proposal, any portion of a proposal that does not contain trade secrets or proprietary information, line item prices, or total proposal prices as proprietary or trade secrets. If, after being given reasonable time, the Offeror refuses to withdraw such classification(s), the proposal will be rejected.

SECTION/TITLE	PAGE NUMBER(S)	REASON(S) FOR WITHHOLDING FROM DISCLOSURE
N/A		

ATTACHMENT F
DIRECT CONTACT WITH STUDENTS

Name of Bidder: DreamBox Learning, Inc.

Pursuant to Va. Code § 22.1-296.1, as a condition of awarding a contract for the provision of services that require the contractor or employees of the contractor to have direct contact with students on school property during regular school hours or during school-sponsored activities, the contractor shall provide certification of whether any individual who will provide such services has been convicted of any violent felony set forth in the definition of barrier crime in subsection A of Va. Code § 19.2-392.02; any offense involving the sexual molestation, physical or sexual abuse, or rape of a child; or any crime of moral turpitude.

Any individual making a materially false statement regarding any such offense is guilty of a Class 1 misdemeanor and, upon conviction, the fact of such conviction is grounds for the revocation of the contract to provide such services and, when relevant, the revocation of any license required to provide such services.

As part of this submission, I certify the following:

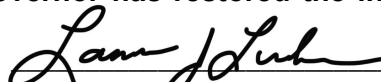
- None of the individuals who will be providing services that require direct contact with students on school property during regular school hours or during school-sponsored activities have been convicted of a violent felony set forth in the definition of “barrier crime” in Va. Code § 19.2-392.02(A); an offense involving the sexual molestation, physical or sexual abuse, or rape of a child;**

And (select one of the following)

- None of the individuals who will be providing services that require direct contact with students on school property during regular school hours or during school-sponsored activities have been convicted of any felony or any crime of moral turpitude.**

or

- One or more individuals who will be providing services that require direct contact with students on school property during regular school hours or during school-sponsored activities has been convicted of a felony or crime of moral turpitude that is not set forth in the definition of “barrier crime” in Va. Code § 19.2-392.02(A) and does not involve the sexual molestation, physical or sexual abuse, or rape of a child. (In the case of a felony conviction meeting these criteria, the contractor must submit evidence that the Governor has restored the individual’s civil rights.)**



Signature of Authorized Representative

Lance Ludman, CFO

Printed Name of Authorized Representative

DreamBox Learning, Inc.

Printed Name of Vendor

TAB 2 - Statement of the Scope

A. GENERAL REQUIREMENTS

1. The proposed solution shall have the capability of content scaffolding to include a tiered approach and acceleration for students who need additional help with mathematics skills and those who need to demonstrate mathematics gains of one or more than one year.

Intentional curricular design to foster a growth mindset

The Growth Mindset is rooted in the concept that there are many different ways to solve or approach problems. DreamBox Learning Math is built to specifically train students in the Growth Mindset and provide intentional scenarios and opportunities to explore and practice approaching problems from many different angles. Our lessons are designed with multiple pathways students can explore and arrive at the correct solution. Some of our lessons have over 70 different permutations.

DreamBox Learning Math is founded on the idea that learning is an inherently nonlinear continuum and can be married to the power of technology and deliver a rigorous and authentic learning experience tailored to the individual child. This is managed through instructional technology that seamlessly blends learning experiences, practice, feedback and assessment. This ensures that student choices don't create gaps in their understanding and will appropriately constrain choices when evidence of mastery is demonstrated to effectively maximize learning progression.

When students engage in early lessons on a topic, there are significant scaffolds in place. These scaffolds are thoughtfully crafted by DreamBox teachers to support students' sense making and initial interactions with the digital tools and mathematical ideas. These scaffolds might take the form of multiple detailed or descriptive hints that prompt students to think about a certain part of the problem or ask them a question to focus their attention on a part of the manipulative.

Other scaffolds include demonstrating a possible solution, giving a thorough description when a student gets a problem incorrect, or showing students another way to think about the answer after they answer a problem correctly. As students demonstrate proficiency in early lessons about a topic, these scaffolds are gradually and strategically removed with the goal of independent transfer. The scaffolding is designed to support conceptual understanding, when it is removed for more abstract problems, students are required to apply their knowledge and demonstrate their fluency.

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

Dynamic, fine grained adaptations, partnered with a robust curriculum, make DreamBox Learning an ideal math resource in a broad range of instructional settings - whole classroom instruction, small group instruction and individual support.

Clearly defined and connected learning paths

Our student-driven curriculum is designed based on NCTM focal points and the Learning Landscapes for Addition and Subtraction; Multiplication and Division; Fractions, Decimals and Percents [Fosnot et al., 2007, Contexts for Learning Mathematics]. As students work in DreamBox, they follow deliberate learning pathways to ensure conceptual understanding, sense-making and application of mathematical concepts in the domains of number and operations, algebraic reasoning, geometry and measurement, data analysis, proportionality, expressions, equations and relationships and measurement and data.



In order to support both conceptual and procedural understanding of mathematics, students use DreamBox virtual manipulatives to interact with mathematical structures and ideas to make sense of them concretely and abstractly. For example, young students use a place value workspace to make actual groups of 10, 1000, or 1,000s of digital objects. As another example, older students learning division with remainders pack hundreds of gumballs into bags. Once students demonstrate proficiency with these concrete representations and manipulating digital objects, they are required to demonstrate their understanding on more abstract problems without accessing the concrete visuals.

To ensure students are supported when thinking more abstractly, we often have transition lessons that start by asking students to answer the abstract problems, but still allow them to access the concrete workspace if they need it. Ultimately, students must solve problems without the concrete representation in order to demonstrate proficiency in certain standards. In addition to honoring the Common Core Standard for Mathematical Practice 2, reason abstractly and quantitatively, this design element in DreamBox ensures students develop conceptual understanding and procedural skill in a balanced way through contextual application.

Procedural understanding also requires elements of strategic thinking. Therefore, some DreamBox lessons increase in complexity by 1) limiting the number of moves a student can make when solving a problem or 2) asking students to complete a task optimally in the fewest number of moves. For example, when composing the number 9 with concrete objects, a student who composes this number using 9 single objects is demonstrating a different strategy and different thinking than a student who composes 9 as $5 + 3 + 1$ or another student who represents $10 - 1$ with manipulatives. Once a student can count accurately by ones, she will encounter DreamBox lessons requiring her to compose those same numbers using the fewest moves, which is necessary for developing number sense, fluency and grouping strategies.

These constraints are intellectually stimulating challenges because students must reconsider something they already know and are required to think about it in a different way. Even in some of our highest-grade level content, in which students develop fluency in adding and subtracting negative fractions and decimals in a miniature golf game, students encounter windmills and other obstacles on the course that require more advanced thinking than they had demonstrated previously. The advanced critical thinking required in DreamBox ensures students' fluency is achieved through an understanding of important mathematical big ideas and concepts.

Growth and Mastery

As students progress through the DreamBox Learning Math curriculum, they deepen their understanding and mastery in:

- Counting and cardinality
- Operations and algebraic thinking
- Number and operations in base 10
- Number and operations- fractions
- Ratios and proportional relationships
- The numbers
- Expressions and equations

Throughout our curriculum, DreamBox engages students in the standards for mathematical practice, which describe habits of mind and processes that math educators at all levels seek to develop in students. The end goal is to provide students with the ability to think critically and mathematically in ways that lead to college and career readiness in an increasingly global community. The standards for mathematical practice that are most strongly supported by DreamBox lessons:

- Make sense of problems and persevere in solving them: DreamBox virtual manipulatives are designed to help students make sense of mathematic concepts in innovative ways that aren't possible without technology. Our angle measurement manipulative and scaling number line are two examples available at www.dreambox.com/teachertools
- Reason abstractly and quantitatively.
- Model with mathematics: DreamBox lessons help students model the number system, using our place value, open number line and array models in addition to others.
- Attend to precision: Because DreamBox is developing number sense and mental math ability in addition to procedural fluency, many DreamBox lessons require students to provide reasonable estimates prior to executing computations. In addition, virtual manipulatives that help students understand rational numbers require students to answer with precision.
- Look for and make use of structure: In a classroom with 30 or more students, it's difficult for a single teacher to be confident that every student has invested significant time and energy in the intellectual task of looking for structure. DreamBox supports this practice because progress is entirely self-directed by students. DreamBox does not explicitly show students the mathematical structures that will help them solve problems because that hinders the development of their investigative capabilities. In DreamBox, students find the structure themselves and then use it.

DreamBox provides rigorous, engaging lessons along coherent learning pathways



Intelligent Adaptive Engine™ responds in real time to how students solve problems.

Both during and between lessons, DreamBox dynamically adapts and differentiates in real time based not only on students' answers, but also on how they solve problems.

DreamBox uses virtual manipulatives with visual and auditory clues that use multiple representations to deliver experiential mathematics instruction. This allows for each concept to be developed in multiple contexts to support deep understanding. The manipulatives are built

to recognize not simply right or wrong, but types of mistakes, number of steps used, and other differentiating data points. Dynamic, fine grained adaptations, partnered with a robust curriculum, make DreamBox Learning an ideal math resource in a broad range of instructional settings - whole classroom instruction, small group instruction and individual support.

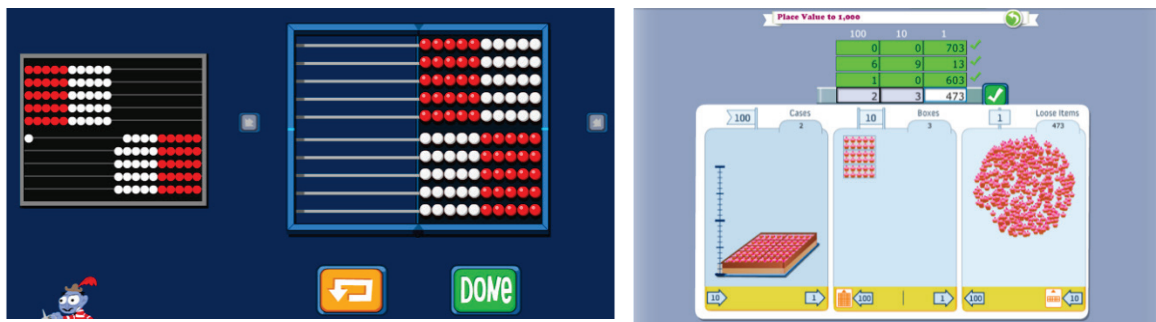
Multiple means of representation

DreamBox provides a motivating environment that students love. The majority of our curriculum is graphical and highly interactive. Currently, all directions and instructions in DreamBox are communicated in audio, with most of them provided in text for grades 3 and up. Closed captioning for all educational content is available for students in both English and Spanish. Students are able to enable, from their own learning environment, closed captioning with and without audio to expand our accommodations for many students who need on-screen text to improve their mathematics comprehension.



Multiple means of expression

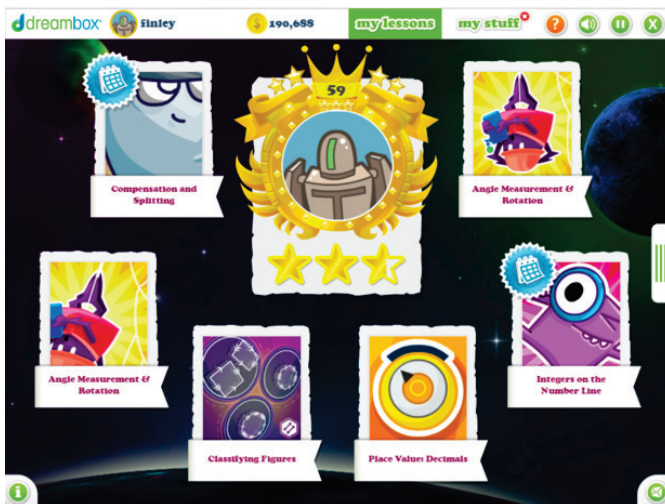
Students model relationships and connect with mathematical ideas through digital manipulatives and lessons that engage in ways pencil and paper and digitized worksheets never could. DreamBox promotes active learning so students "think and do" for themselves in math instead of "sit and get" content where they watch someone else do all the thinking.



Multiple means of engagement

The DreamBox student experience features learning games designed to surprise and delight. The motivating environment is designed to attract digital natives, encourage learning progress, and keep engagement high. This construct, when interwoven with math lessons, allows students to learn in a familiar environment and encourages desirable behaviors like persistence, ingenuity, and focus. DreamBox adapts to the prior knowledge of each learner, regardless of their assigned grade level or age. Three age-appropriate and responsive learning

environments adapt to struggling, advanced, and on-level students so every learner receives instruction in the environment that's right for them.



Mathematics Calculations and Problem Solving.

Many students require targeted math interventions designed to address gaps in their understanding. An effective intervention will address the specific needs of a student while providing additional opportunities to build a strong foundation of math skills. There are many effective research-based interventions, including:

Applied problem-solving:

Becoming proficient at grade level problem-solving skills is a major goal of elementary mathematics instruction. Students must be able to apply basic math skills to larger, more complex problems. However, many struggling math students lack the basic problem-solving skills needed to successfully complete applied problems. A strategy for problem-solving is an effective math intervention for students who need direct instruction on solving applied math problems.

Teaching students a simple set of steps to follow with every math problem will help them construct their own understanding and devise their own strategies. An example of basic problem-solving steps may be:

- Understand the problem - students determine what the problem is asking and what information is provided.
- Devise a plan - students choose a strategy for the problem such as analyzing data, making lists or drawing a diagram.
- Carry out the plan - students follow the plan and then check for errors.
- Look back at the problem - students revisit the problem, decide if their solution is reasonable, and determine if any part of the problem-solving process requires further attention.

Use of virtual manipulatives: The use of virtual manipulatives is fairly new but effective intervention for struggling math students. Used in tandem with problem-solving, math analysis or basic facts, the manipulatives provide students with a dynamic visual representation of the math concepts. This helps deepen the students' understanding by discovering and constructing mathematical principles and relationships. Controlling a manipulative with a slide, flip or turn can unlock understanding.

DreamBox offers a wide variety of virtual manipulatives that link directly with the skills and standards students are practicing. These manipulatives help teachers adapt the DreamBox program for differentiated instruction and meet the intervention needs of individual students. Since the manipulatives are dynamic, they offer immediate feedback to users that is helpful and will boost further understanding.

Explicit time drills: Although elementary students have long been expected to gain automaticity with basic math facts, the use of explicit time drills has recently been adopted as an effective small-group math intervention. Different than standard math fact practice, these drills rely on smaller segments of time with ongoing feedback from the teacher. For example, students are asked to complete as many problems as possible in the first minute before the teacher calls time. At the end of the first minute the students circle the last problem completed and receive feedback on their accuracy. This process continues for five one-minute segments. Over time, students have the chance to assess their growth and improve their basic computational skills

Scaffolding for Success

When students engage in early lessons on a topic, there are significant scaffolds in place. These scaffolds are thoughtfully crafted by DreamBox teachers to support students' sensemaking and initial interactions with digital tools and mathematical ideas. These scaffolds might take the form of multiple detailed or descriptive hints that prompt students to think about a certain part of the problem or ask them a question to focus their attention on a part of the manipulative. Other scaffolds include demonstrating a possible solution, giving a thorough description when a student gets a problem incorrect or showing students another way to think about the answer after they answer a problem correctly. As students demonstrate proficiency in early lessons about a topic, these scaffolds are gradually and strategically removed with the goal of independent transfer. The scaffolding is designed to support conceptual understanding, when it is removed for more abstract problems, students are required to apply their knowledge and demonstrate their fluency.

Curriculum Guide

All DreamBox content materials are delivered online. In addition to viewing the full curriculum guide embedded in this response, reviewers can view the curriculum guide and a complete list of grade level content on our website at: www.dreambox.com. Alignment to the Wisconsin Learning Standards follow the Curriculum Guide.

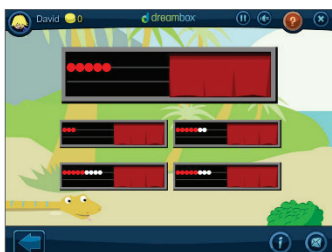
DreamBox Curriculum Guide

PRE-K – GRADE 8

Here you can view a grade-by-grade list of topics found in DreamBox Learning® Math.



Build 1 to 10 Optimally



Compare 1 to 10



Identify Missing Addend

Pre-K – Kindergarten

Counting

- **Build 1 to 10 Optimally.** Students build and identify numbers from static and flashed sets of 1 to 10 objects using the least number of mouse clicks.
- **Doubles & Near Doubles.** Students build and identify numbers from 1 to 20 that are grouped as doubles and near doubles.

Comparisons & Ordering

- **Compare 1 to 10.** Students compare sets of 1 to 10 objects and identify which is more and/or less.
- **Identify More, Less, & Equal.** Students compare flashed sets and numerals of 1 to 10 objects and identify the set that is more, less, and/or equal.
- **Ordering Numbers.** Students order numbers and identify missing numbers in decades from 1 to 100.

Addition & Subtraction

- **Identify Missing Addend.** Students identify a missing part (addend) when given one part (addend) and a whole (sum) from 3 to 10.
- **Beginning Adding & Removing.** Students build and identify amounts that are 0, 1, or 2 more or less than a given quantity of 0 to 10.
- **Identify Number Pairs.** Students identify sets of objects and pairs of numbers that add up to 8, 9, and 10.

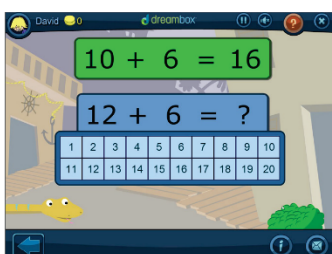
GRADE 1



Build Up to 20 Optimally



Identify More & Less Up to 100



Doubling & Making 10

Counting

- **Build up to 20 Optimally.** Students build and identify numbers from static and flashed sets of 1 to 20 objects using the least number of mouse clicks.
- **Build up to 50 Optimally.** Students build and identify numbers from static and flashed sets of 1 to 50 objects using the least number of mouse clicks.
- **Build up to 100 Optimally.** Students build and identify numbers from static and flashed sets of 1 to 100 objects using the least number of mouse clicks.

Comparisons & Ordering

- **Identify More & Less Up to 100.** Students compare sets of 1 to 100 objects and identify which is more or less.
- **Counting Forward & Backward.** Students place numbers in a row of the hundreds chart when given two numbers.
- **Build Columns of a Hundreds Chart.** Students identify vertical patterns of the hundreds chart by placing numbers in one or more columns.
- **Moving on a Hundreds Chart.** Students identify the number on the hundreds chart that is 1, 2, 8, 9, 10, or 11 away from a starting number.
- **Comparison Symbols.** Students compare sets of objects and numbers from 1 to 100 and make true.
- **Rounding to the Nearest Tens Place: Numbers to 100.** Students round numbers to the nearest tens place on a number line.

Addition & Subtraction

- **Doubling & Making 10.** Students use the strategies of “doubling” and “making 10” to add and subtract single-digit numbers (sums to 40).
- **Doubling to 20.** Students build and identify numbers from 1 to 20 when told to double a number (and at times, add or subtract 1) from 1 to 10.
- **Using 10 as a Landmark.** Students use landmarks of 10 when adding two numbers with sums to 24 (12 + 12).
- **Identifying Number Pairs.** Students identify pairs of numbers that add up to 15, 20, 50, and 100 using multiples of 5 and 10.

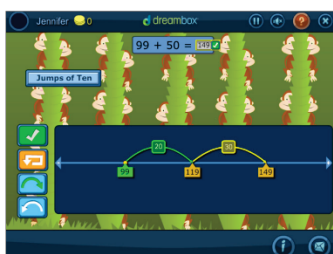
Place Value

- **Place Value to 100.** Students use groups of tens and ones to build and pack amounts of objects and determine totals (up to 100).

GRADE 2



Finding Equal Expressions



Making Jumps of 10 (or 3 to 9)



Addition: Compensation

Comparisons & Ordering

- **Finding Equal Expressions.** Students use numerals to make as many groups of equivalent expressions as possible.
- **Assessing Equality.** Students determine whether a statement is true, false, greater than, less than, equal, or not equal.
- **Hundreds Charts to 500.** Students place numbers up to 500 on hundreds charts and number lines.
- **Hundreds Charts to 1000.** Students place numbers up to 1000 on a hundreds chart.
- **Compare Numbers Up to 500 (or 1,000).** Students compare numbers up to 500 (or 1,000) using the comparison symbols $<$ and $>$, with special attention to the placement of zeroes and digit reversals.

Place Value

- **Place Value to 500 (or 1,000).** Students use groups of hundreds, tens, and ones to build and pack amounts of objects and determine totals (up to 500 [or 1,000]).

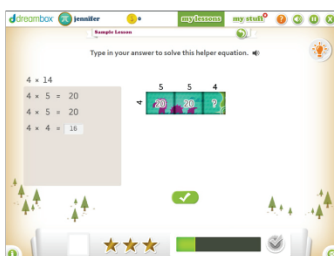
Addition & Subtraction

- **Making Jumps of 10 (or 3 to 9).** Students add and subtract 10 (or 3 to 9) to and from numbers between 0 and 200.
- **Finding Groups of Tens.** Students group numbers into tens and multiples of 10 when adding up to 12 addends.
- **Addition: Compensation.** Students manipulate two addends to create an equivalent but friendlier problem that can be solved mentally ($31 + 26$ becomes $30 + 27$).
- **Adding & Subtracting Groups of Tens.** Students add and subtract multiples of 10 and leftovers between 0 and 200.
- **Identifying Missing Tens.** Students identify the difference between two addends when that difference is a multiple of 10.
- **Addition & Subtraction: Landmark Numbers.** Students add or subtract two numbers by jumping to the nearest multiple of 10, then adding additional tens and leftovers ($45 + 28$ becomes $45 + 5 + 10 + 10 + 3$).
- **Identify Number Pairs Up to 200.** Students identify pairs of numbers that add up to 200 using multiples of 5 and 10.
- **Subtraction: Constant Difference.** Students manipulate two addends to create an equivalent
- **Addition: Doubling.** Students double numbers to create patterns using a function rule.

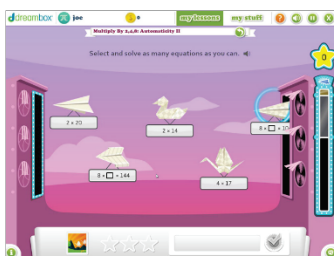
GRADE 3



Multiplication & Division Situations



Partial Products Using Arrays



Multiply by 2, 4, 8: Automaticity I & II

Comparisons & Ordering

- **Whole Numbers on a Number Line.** Students locate positive and negative whole numbers on a number line by scaling the number line by powers of ten.
- **Round & Compare Whole Numbers.** Students round numbers to the tens place and compare whole numbers up to 1000.

Addition & Subtraction

- **Identify Missing Addends to 1,000.** Students identify a missing part (addend) when given one part (addend) and a whole (sum) from 3 to 1,000.
- **Add & Subtract on the Number Line.** Students add and subtract positive whole numbers on a number line using their own strategies.
- **Fluency: Addition & Subtraction.** Students develop fluency with addition and subtraction of whole numbers by choosing two numbers with a target sum.
- **Rounding & Estimating with Integers.** Students round numbers to the tens place and estimate the sums of integers.

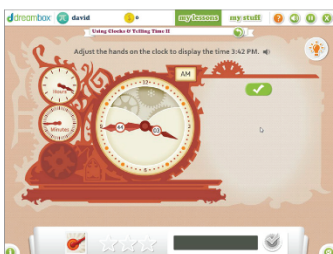
Multiplication & Division

- **Multiplication & Division Situations.** Students use various tools and groupings to develop an understanding of multiplication and division.
- **Multiplication: Doubling.** Students double known basic facts to find the product of more challenging basic facts.
- **Multiplication: Adding or Removing Groups.** Students add or remove a group to or from a known basic fact to determine the product of another basic fact.
- **Multiplication: Double & Halve.** Students use known basic facts and double one factor and halve the other to determine the product of a more challenging problem.
- **Multiplication Partial Products.** Students use the sum of two known basic facts to determine the product of a more challenging problem.
- **Partial Products using Arrays.** Students build arrays and use partial products to “cover” a rectangular area model of multiplication up to 12x12.
- **Multiply & Divide: Ratio Table.** Students determine factors and products using a table and common ratios (such as 4 tires for every 1 car).
- **Multiply by 0, 1, 5, 10: Automaticity I & II.** Students multiply 0, 1, 5, and 10 by numbers 1-10 and 11-100.
- **Multiply by 2, 4, 8: Automaticity I & II.** Students multiply 2, 4, and 8 by numbers 1-10 and 11-20.

GRADE 3 CONTINUED



Fractions: Choose Context



Using Clocks & Telling Time 1



Classifying Geometric Figures

- **Multiply by 3, 6, 12: Automaticity I & II.** Students multiply 3, 6, and 12 by numbers 1-10 and 11-20.
- **Multiply by 9, 10, 11: Automaticity I & II.** Students multiply 9, 10, and 11 by numbers 1-10 and 11-20.
- **Multiply by 5, 15, 25: Automaticity.** Students multiply 5, 15, and 25 by numbers 1-10.
- **Multiply by 7, 14, 15: Automaticity.** Students multiply 7, 14, and 15 by numbers 1-10.

Fractions & Decimals

- **Make & Compare Rods.** Students cut rods into equal parts and use those rods to compare fractions with like numerators or like denominators.
- **Fractions: Money & Time.** Students use money and time amounts to build fraction equivalencies.
- **Fractions: Choose Context.** Students choose between money and time amounts to build fraction equivalencies.
- **Early Equivalency I.** Students use a table to find equivalent fractions and scaling factors for common fractions.
- **Fractions on a Number Line.** Students use a number line to select and place fractions, improper fractions, and mixed numbers.

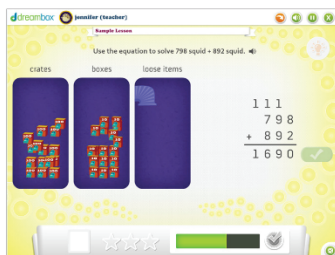
Measurement

- **Using Clocks & Telling Time 1.** Students explore and use clocks to set and tell time to the nearest hour, half-hour and five minutes.
- **Using Clocks & Telling Time 2.** Students read and set times on an analog clock to the nearest minute.
- **Add & Subtract Time.** Students solve addition and subtraction problems with discrete amounts of time.
- **Line Plots I.** Students organize and represent numerical data on a line plot to a whole, half and quarter unit scale, and interpret these line plots to answer questions about the data.

Geometry

- **Constructing and Measuring Polygons I.** Students construct triangles, quadrilaterals, and polygons, and use a ruler to measure their sides.
- **Classifying Geometric Figures.** Students define and classify geometric figures that have up to 3 dimensions.
- **Classifying Polygons.** Students define and classify polygons, including different types of triangles and quadrilaterals.

GRADE 4



Addition Algorithm



Division to 600



Multiplication with Open Arrays

Addition & Subtraction

- **Addition Algorithm.** Students use the standard addition algorithm and a place value workspace to solve addition problems involving up to three digit addends.
- **Subtraction Algorithm.** Students use the standard subtraction algorithm and a place value workspace to solve subtraction problems involving up to two three-digit numbers.
- **Whole Number Addition Strategies.** Students choose efficient strategies for solving addition problems with 3-digit numbers.
- **Whole Number Subtraction Strategies.** Students choose efficient strategies for solving subtraction problems with 3-digit numbers.

Multiplication & Division

- **Multiplication: Mixed Strategies.** Students explore the commutative property ($3 \times 5 = 5 \times 3$) and apply various strategies to solve double-digit multiplication problems.
- **Identifying Common Multiples.** Students find common multiples of two factors ($2 - 12$).
- **Identifying Factors.** Students identify factors of numbers to 100.
- **Multiplication to 1,500.** Students use partial product strategies to build arrays and solve multiplication problems using the distributive property.
- **Division to 600.** Students choose friendly equations (partial quotients), a rectangular array, and the distributive property to mentally solve multidigit division problems.
- **Multiplication with Arrays & Landmarks I.** Students solve multi-digit multiplication problems by creating friendly partial products represented on an open array.
- **Multiplication with Arrays & Landmarks II.** Students solve multi-digit multiplication problems by representing optimal partial products on an open array.
- **Composing Arrays to 600.** Students compose arrays and use the distributive property to solve multi-digit multiplication problems.
- **Multiplication with Open Arrays.** Students solve multi-digit multiplication problems using the distributive property and place value strategies.

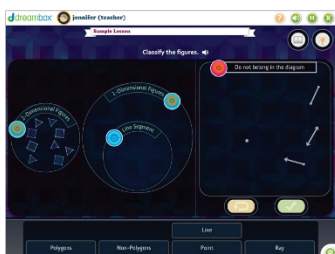
GRADE 4 CONTINUED



Decomposing Fractions



Elapsed Time



Classifying Geometric Figures
in a Hierarchy

Place Value

- **Place Value to 9,999.** Students use groups of thousands, hundreds, tens, and ones to build and pack amounts of objects and determine totals (up to 9,999).
- **Decimals to the Thousandths Place.** Students create decimal numbers using place value dials and learn the relationships between powers of ten.

Fractions & Decimals

- **Fractions in the Real World 1.** Students explore different contexts of money and time to build fraction equivalencies less than 1.
- **Fractions in the Real World 2.** Students explore different contexts of money and time to build fraction equivalencies less than 2.
- **Comparing Fractions 1.** Students use a table to compare grade 4 fractions with unlike numerators and unlike denominators.
- **Comparing Fractions 2.** Students use a table to compare grade 5 fractions with unlike numerators and unlike denominators.
- **Decomposing Fractions.** Students use blocks to build fractions in a variety of ways.
- **Fraction Multiplication.** Students multiply fractions by whole numbers using blocks as a model for a strategy based on multiples of unit fractions.

Measurement

- **Elapsed Time.** Students solve elapsed time problems using addition and subtraction.
- **Line Plots II.** Students organize and represent numerical data on a line plot to a quarter and eighth unit scale, and use fraction operations to interpret these line plots to answer questions about the data.

Geometry

- **Angle Measurement & Rotation.** Students measure angles by using the relationship between rotation and angle measurement.
- **Constructing and Measuring Polygons II.** Students construct different types of triangles, quadrilaterals, and polygons, and use a ruler and protractor to measure side lengths and angles.
- **Classifying Geometric Figures in a Hierarchy.** Students represent hierarchical relationships as they classify geometric figures that have up to 3 dimensions.

GRADE 5



Multiply & Divide with Decimals



Fraction Multiplication II



Equivalent Fractions on a Number Line

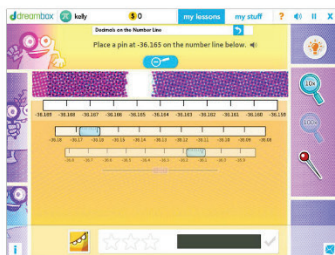
Multiplication & Division

- **Division to 10,000 with Remainders.** Students choose friendly equations (partial quotients) and the distributive property to solve multidigit division problems within 10,000 and interpret remainders.
- **Multiplication to 100,000.** Students use the distributive property to solve multiplication problems within 100,000.
- **Estimate & Multiply with the Multiplication Standard Algorithm.** Students use the standard multiplication algorithm and estimation strategies to solve multiplication problems involving up to four digit by two-digit numbers.
- **Beyond Times Tables: Automaticity I.** Students multiply by friendly numbers greater than 20.
- **Beyond Times Tables: Automaticity II.** Students multiply by landmark and near-landmark numbers greater than 20.

Fractions & Decimals

- **Multiply & Divide with Decimals.** Students multiply and divide decimal numbers expressed to the hundredths place using ratios and a unit price context.
- **Decimal Place Value in Products & Quotients.** Students estimate decimal products and quotients, then put the decimal point in the correct place value location of those products and quotients.
- **Equivalent Fractions with Scaling Factors.** Students generate equivalent fractions and find scaling factors using a table.
- **Fraction Addition.** Students add fractions with like denominators using blocks as a model.
- **Subtract Fractions.** Students subtract fractions with like denominators using blocks as a model for the removal strategy.
- **Fraction Multiplication II.** Students multiply two fractions together and use an area model to represent the product.
- **Fraction Division I.** Students divide fractions by whole numbers and whole numbers by fractions using a fair-sharing context.
- **Equivalent Fractions on a Number Line.** Students represent equivalent fractions and use proportional reasoning on a double number line.
- **Add & Subtract Decimals.** Students add and subtract positive decimal numbers on a number line using their own strategies.

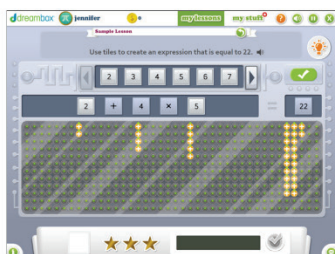
GRADE 5 CONTINUED



Decimals on a Number Line



Classifying Polygons in a Hierarchy



Order of Operations 2: Parentheses

- **Decimals on a Number Line.** Students locate positive and negative rational numbers on a number line by scaling the number line by powers of ten.
- **Multiplying Decimals with Arrays.** Students multiply decimal numbers up to the thousandths place using an array as a model.
- **Round & Compare Fractions & Decimals.** Students round numbers to the ones and tenths place and compare fractions and decimals.
- **Rounding Rational Numbers.** Students round numbers to the ones and tenths place and estimate the sums of decimals and fractions.
- **Fluency: Fraction & Decimals.** Students develop fluency with addition & subtraction of fractions & decimals by choosing two numbers that have a target sum.

Geometry

- **Compose, Add, & Subtract Angles.** Students compose angles through addition and subtraction of angle measurements.
- **Classifying Polygons in a Hierarchy.** Students represent hierarchical relationships as they classify polygons, including different types of triangles and quadrilaterals.

Expressions & Equations

- **Order of Operations 1.** Students use the order of operations to evaluate expressions involving addition, subtraction, multiplication and division.
- **Operations Fluency 1.** Students fluently simplify expressions involving addition, subtraction, multiplication and division.
- **Operations Fluency 2: Parentheses.** Students fluently simplify expressions involving parentheses.
- **Order of Operations 2: Parentheses.** Students evaluate expressions involving parentheses using the order of operations.
- **Variable Expressions.** Students simplify and evaluate expressions involving variables.

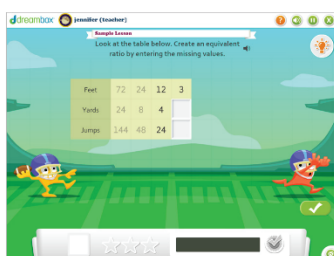
GRADE 6



Add & Subtract Integers



Division Standard Algorithm: Decimals



Ratios in Context: Measurement

Addition & Subtraction

- **Fluency: Integer Sums.** Students gain fluency with addition of integers by choosing two numbers to sum to a target value.
- **Add & Subtract Integers.** Students add and subtract positive and negative whole numbers on a number line using their own strategies.
- **Decimal Addition Strategies.** Students choose efficient strategies for solving addition problems with decimals to the tenths and hundredths.
- **Decimal Subtraction Strategies.** Students choose efficient strategies for solving subtraction problems with decimals to the tenths and hundredths.
- **Adding Integers.** Students add integers between -10 and 10.
- **Subtracting Integers.** Students subtract integers between -10 and 10.

Fractions & Decimals

- **Add & Subtract Negative Decimals.** Students add and subtract positive and negative decimal numbers on a number line using their own strategies.
- **Fluency: Rational Numbers.** Students gain fluency with addition of rational numbers by choosing two numbers to sum to a target value.
- **Round & Compare Rational Numbers.** Students round numbers to the ones and tenths place and compare rational numbers.

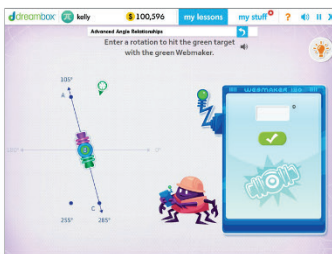
Multiplication & Division

- **The Distributive Property with Variables.** Students multiply expressions with one or two variables using an array as a model.
- **Division Standard Algorithm.** Students divide up to a four-digit number by a two-digit number using the standard algorithm, also known as “long division”.
- **Division Standard Algorithm: Decimals.** Students solve a division problem with decimals using the standard algorithm, also known as “long division”.

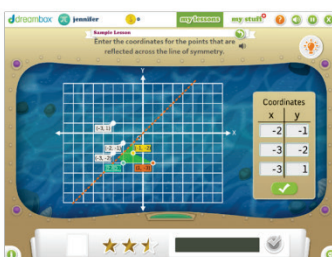
Ratios & Proportions

- **Calculating Percentages.** Students calculate percentages and solve equations with percents of whole numbers.
- **Ratios in Context: Measurement.** Students use scale factors to generate equivalent ratios in measurement situations (e.g., miles, meters, cups, gallons, rates, etc.).
- **Ratios & Division with Fractions.** Students generate equivalent ratios with fractions and use ratios to divide fractions.

GRADE 6 CONTINUED



Advanced Angle Relationships



Coordinate Grids: Line of Symmetry



Order of Operations 3: Exponents

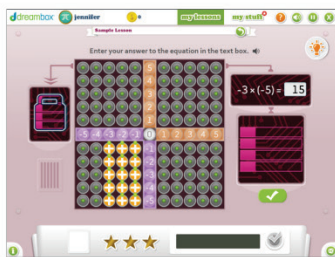
Geometry

- **Advanced Angle Relationships.** Students enter radii with angle measurements and explore vertical angles.
- **Coordinate Grids: Location & Measurement.** Students use a Cartesian coordinate grid to locate points and measure distances between points.
- **Coordinate Grids: Lines of Symmetry.** Students create symmetrical shapes on a coordinate grid using a line of symmetry.
- **Graphs, Tables, & Lines.** Students represent linear relationships by translating x-y tables to graphs and translating graphs to x-y tables.
- **The Coordinate Plane with Decimals 1.** Students locate points expressed as fractions and decimals to the tenths place by scaling the Cartesian coordinate plane.

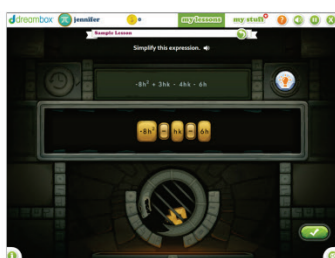
Expressions & Equations

- **Order of Operations 3: Exponents.** Students use the order of operations to evaluate expressions involving exponents.
- **Operations Fluency 3:** Exponents. Students fluently simplify expressions involving exponents.
- **Operations Fluency 4.** Students fluently simplify multi-step expressions.
- **Integers & Inequalities.** Students compare integers from -10 to 10 using a number line.
- **Round and Compare Integers.** Students round integers to the tens place and compare integer values.

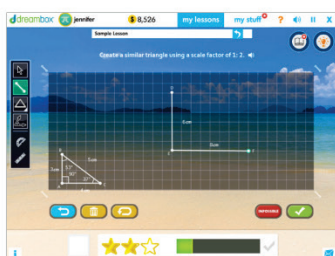
GRADE 7



Multiplying Integers



Variable Expressions Involving Integers



Constructing and Measuring Polygons III

Addition & Subtraction

- **Add & Subtract Integers: Automaticity I.** Students quickly and mentally add and subtract integers.
- **Add & Subtract Integers: Automaticity II.** Students quickly and mentally add and subtract negative integers.

Multiplication & Division

- **Multiply & Divide Integers: Automaticity I.** Students quickly and mentally multiply and divide integers.
- **Multiply & Divide Integers: Automaticity II.** Students quickly and mentally multiply and divide negative integers.
- **Multiplying Integers.** Students multiply integers with products between -25 and 25.
- **Dividing Integers.** Students divide integers with dividends between -25 and 25.

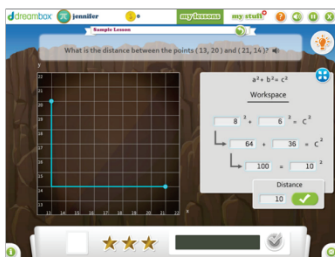
Expressions & Equations

- **Integer Operations 1.** Students use the order of operations to evaluate integer expressions involving addition, subtraction, multiplication and division.
- **Integer Operations 2.** Students evaluate integer expressions involving parentheses and exponents using the order of operations.
- **Absolute Value.** Students determine the absolute value of integers between -10 and 10 using a number line.
- **Identifying Variables.** Students determine the value of a variable in a multi-step expression.
- **Variable Expressions Involving Integers.** Students simplify and evaluate variable expressions involving integers.
- **Variable Expressions with Distribution.** Students simplify and evaluate variable expressions with distribution.

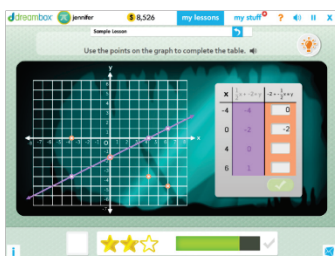
Geometry

- **The Coordinate Plane with Decimals 2.** Students locate points expressed as fractions and decimals to the hundredths place by scaling the Cartesian coordinate plane.
- **Constructing and Measuring Polygons III.** Students construct different types of triangles, quadrilaterals, regular polygons, and scaled polygons using specified restraints, and use a ruler and protractor to measure their sides and angles.

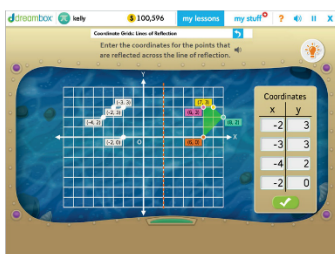
GRADE 8



Linear & Local Rate of Change



Equations, Tables, & Lines



Coordinate Grids: Lines of Reflection

Expressions & Equations

- **Linear Intersections & Intercepts.** Students visually locate intercepts and intersections of linear functions by scaling the Cartesian coordinate plane.
- **Non-Linear Intercepts & Extremes.** Students visually locate intercepts and extrema of non-linear functions by scaling the Cartesian coordinate plane.
- **Quadratic Expressions & Arrays I.** Students factor and expand quadratic expressions by representing them with arrays and combining like terms.
- **Quadratic Expressions & Arrays II.** Students factor and expand quadratic expressions with a leading coefficient by representing them with arrays and combining like terms.
- **Scientific Notation.** Students express very large and very small numbers using both decimal and scientific notation.
- **Variable Expressions Involving Exponents.** Students simplify and evaluate variable expressions involving exponents.

Functions

- **Linear & Local Rate of Change.** Students determine the rate of change between two points using the Cartesian coordinate plane.
- **Applying Linear Rate of Change.** Students use one point on the Cartesian coordinate plane and a linear rate of change to locate the coordinates of another point on that line.
- **Equations, Tables, & Lines.** Students graph linear equations by finding multiple solutions to the equations and recording them in x-y tables.
- **Equations, Graphs, & Lines.** Students use the graph of a linear relationship to write the equation of the line.
- **Coordinates of Linear & Non-Linear Functions.** Students create a table of values to approximate the path of a line or curve of best fit.
- **Rates of Change in Linear & Non-Linear Functions.** Students create a table of “changes” to approximate the local rate of change of lines and curves of best fit.
- **Equations of Linear & Non-Linear Functions.** Students create equations of functions in both standard and factored form to match a specified graph.

Geometry

- **The Pythagorean Theorem.** Students calculate whole number distances between two points on the Cartesian coordinate plane using the Pythagorean Theorem.
- **Coordinate Grids: Lines of Reflection.** Students reflect shapes on a coordinate grid over a line of reflection.
- **Transformations on a Plane.** Students transform a given shape to a target shape by dilating, rotating, translating or reflecting.

2. The Successful Offeror(s) shall provide a solution where the digital content can be created with an Internet consumer in mind rather than a traditional textbook consumer. Therefore, the content must be rich in multimedia, interactive in nature and sufficiently compelling to lead the student in a self-directed manner.

The DreamBox student experience is rooted in video game fundamentals, designed to attract digital natives, encourage learning progress and keep engagement high. This construct, when interwoven with math lessons, allows students to learn in a familiar environment and encourages desirable behaviors like persistence, ingenuity and focus.

DreamBox combines a motivating, gamelike environment with a rigorous, standards-aligned curriculum. It responds to students' actions and decisions by continuously adapting to support student competency with math concepts and promoting strategies for fluency and application.

DreamBox promotes active learning so students think and do for themselves in math instead of sit-and-get content, where they watch someone else do all the thinking. Safe and age-appropriate learning environments put students at the center of their own learning - encouraging independent critical thinking and productive struggle while fostering engagement and motivation.

3. Intervention materials shall be systematic and simple in design, addressing one or more of the selected areas of mathematics (number and number sense, computational fluency, problem solving) and support a variety of instructional settings.

DreamBox Learning can be used in a variety of settings: classroom/workshop rotation model, whole group, small group and 1:1 instruction, differentiated instruction, intervention, blended learning, and at home extended learning. DreamBox's recommended usage is 5 lessons per week. These are independent, student self-directed sessions in which individual students receive real-time differentiation and scaffolding both within and between lessons.

To get the maximum benefit of DreamBox, we recommend teachers allocate enough time for their students to complete 5 or more lessons per week, and for teachers to login to the Insights Dashboard at least once per week to see how their students are growing.

How DreamBox Learning supports response to intervention

DreamBox Learning Math is an evidence-based solution for RtI that uses formative data to respond - in-the-moment of learning - to each student while providing teachers with real-time progress monitoring tools. Use DreamBox Learning independently, in small groups or with instructors to overcome math challenges at each of the three RtI tiers.

Evidence-based curriculum

Independent research from the Center for Education Policy Research CEPR at Harvard University suggests student using DreamBox Learning Math for 14 hours can increase achievement by 4 percentile points. These results echo results from an earlier study completed by SRI.

Progress monitoring

Embedded formative assessment and automatic progress reports make it easy for teachers to identify learning gaps, set learning goals, monitor ongoing progress and predict when students will meet the learning objectives of the interventions.

Data-driven instruction

DreamBox surfaces exactly what each student knows, doesn't know, and what they are ready to learn next. With this data, teachers can make real-time instructional and intervention decisions.

Increase instructional time

Teachers don't have to interrupt instruction to assess student learning. With DreamBox's embedded formative assessment, students keep learning while teachers access to real-time information about what they know and where they struggle.

Personalized interventions

With Assignments™, teachers can create differentiated assignments in DreamBox that align to the needs of the whole class, small group or individual student, and DreamBox will automatically tailor the lesson to align to each student's level of readiness.

Supports equity for Spanish-speaking ELLs

Language shouldn't be a barrier to learning math. You can deliver assignments in English or Spanish with DreamBox. Our Spanish lessons weren't just translated; they were built from the ground up to be culturally appropriate.

Builds skills and closes gaps fast

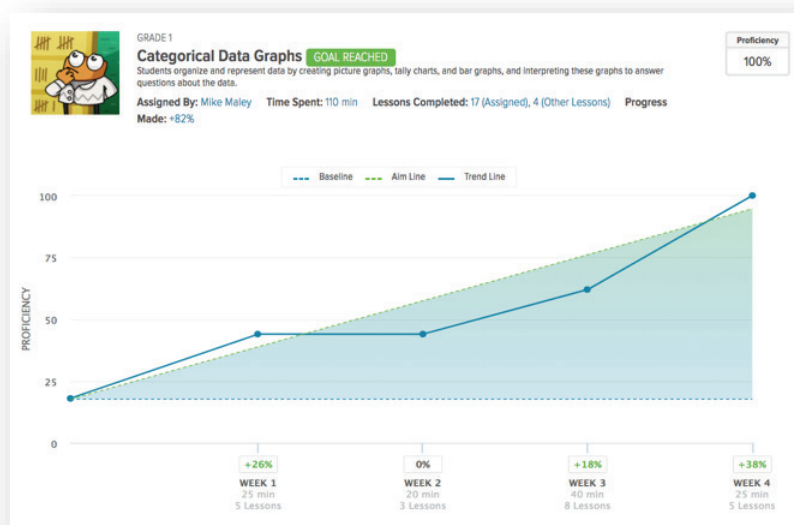
Support the conceptual understanding, strategic reasoning and problem-solving abilities every student needs to be successful in math.

Teacher support and professional development

DreamBox Learning FlexPD supports teachers as they build a deeper understanding of math; refine best practices in pedagogy; and create effective, standards-based, learner-centric environments.

Math Intervention with Tiered Instruction

DreamBox's continuous and embedded assessment ensures that students in Tier 2 and Tier 3 interventions receive the differentiation and scaffolding they need while educators receive data about their growth, proficiency, and success during the intervention. As one example, DreamBox recommends using the Long-Term Assignments feature for students in Tier 2 or Tier 3 intervention. With this feature, teachers select a math concept or standard and specify the length of time for the intervention focus, ranging from 2-10 weeks. During this time period, teachers have access to a growth report for that concept or standard as seen in the attached screenshot.



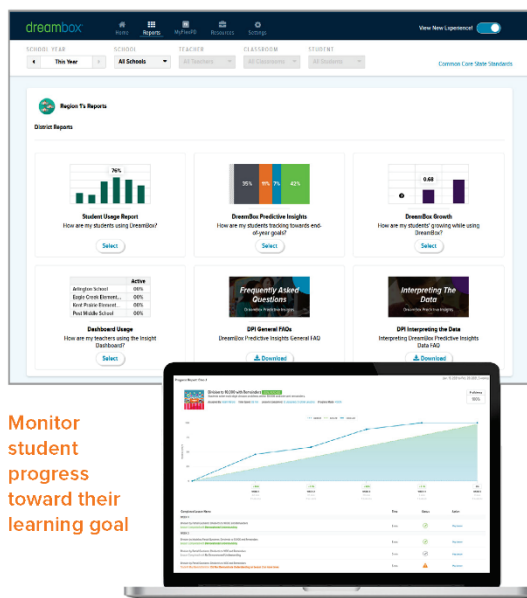
In this example, the student was receiving a 4-week intervention about representing categorical data with graphs. At the start of the intervention, the student had completed 18% of the DreamBox curriculum for this topic with proficiency. After completing 21 lessons on this topic over the course of 4 weeks, the student reached 100% proficiency, thereby indicating success for the intervention. The number of lessons and amount of time a student might need to reach proficiency during the intervention will vary based on each student's unique progress and time needed.

DreamBox Learning Response to Intervention

Increase Student Growth with Actionable Data and Individualized Instruction



Nationally, 59 percent of Grade 4 and 66 percent of Grade 8 students are below proficient in mathematics*. Using a powerful combination of engaging, evidence-based math curriculum and embedded formative assessment, DreamBox Learning® Math adapts to each student's unique learning needs while providing in-the-moment student insights to empower educators to make the best data-informed instructional decisions.



Monitor student progress toward their learning goal



Actionable Data for Educators

DreamBox Learning equips teachers with the tools they need to monitor progress in real-time and use relevant, up-to-date insights to personalize learning for students.

- **Identify** areas of struggle within standards and across grade levels.
- **Monitor** learning growth over time with automatically generated progress reports.
- **Predict** if students are on track to meet individualized learning goals.

Personalized Interventions for Each Student

Provide every student with an age-appropriate and engaging environment that motivates them to persist, progress, and achieve success.

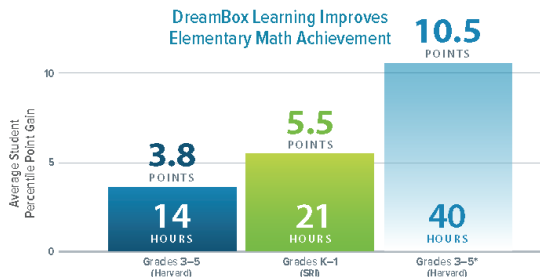
- **Deliver** intervention tailored to exact need of each student.
- **Respond** to student actions with formative feedback in the moment of learning.
- **Empower** sense-making and conceptual understanding through visual representations of mathematical ideas.

"We use DreamBox to drive our one-on-one instruction and lesson plans so we can focus on kids who have huge gaps in their learning. We are able to see where each student is in their learning and where they need additional support, which makes our intervention a lot more powerful for our students."

— Anna Wiley | Math Intervention Teacher, DeKalb Central School District

*2019 NAEP Data from www.nationsreportcard.gov

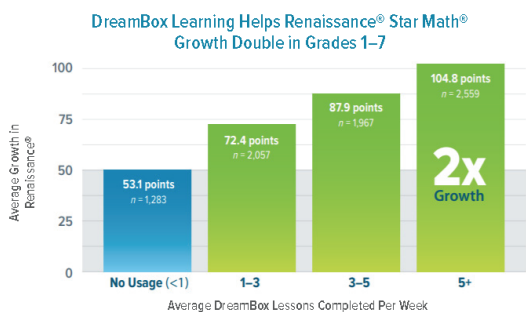
Evidence-Based Intervention for Grades K–8 in English and Spanish



Source: Results for Grades 3–5 were reported by Harvard University's Personalized Learning Collaborative (PLC) at Center for Education Policy Research (CEPR), 2016. Results for Grades K–1 were reported from SRJ, 2010. Improvement was measured using NWEA MAP assessments. Both reports are available at www.dreambox.com. *Harvard analysis suggests the observed average improvement of students using DreamBox is a linear relationship, and that achievement gains continue to rise at the same rate as DreamBox usage increases.

Third-Party Research

A study from the Center for Education Policy Research (CEPR) at Harvard University Students demonstrates that students using DreamBox Learning Math for 14 hours can increase achievement by 4 percentile points.



Renaissance Star Math scaled growth from Fall 2016 to Spring 2017 for grades 1–7 students in Fayette County Public Schools, GA, who completed at least 15 Renaissance® lessons per week was 20 percent higher than the Star Math growth of students who did not use DreamBox.

Fayette County Doubles Growth on the Renaissance Star Math

Students with learning challenges—including those served through Multi-Tiered Systems of Support (MTSS) and Response to Intervention (RTI) programs, English Language Learners, and students with disabilities—were able to receive the individualized instruction on the foundational concepts they needed, along with appropriate practice for mastery.

“We were looking for a digital program that promoted a deeper conceptual understanding of math. DreamBox was the only one we felt represented the thinking we wanted our kids to have; it worked well to identify prerequisite skills and truly individualize learning and process while providing exposure to standards.”

– Josh Noland | Instructional Support Specialist



About DreamBox

DreamBox is an award-winning, online K–8 math program that is both engaging and proven to boost your child’s math performance. Created by educators, DreamBox math lessons dynamically adapt and adjust based on how students are solving problems—providing your child with personalized one-on-one instruction to meet their unique needs. Districts can use ESSER funds to get DreamBox today.

Learn more. Visit dreambox.com



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Here are two examples of how two schools K-5 and 6-8 improved performance by managing time spent with DreamBox Learning.

PENNGROVE ELEMENTARY FAST FACTS

- Public K–6 elementary
- Part of the Petaluma City School District
- 428 total students
- 17% eligible for free or reduced-price lunch
- 6% English Language Learners

DREAMBOX IMPLEMENTATION

- Deployed since January 2012
- Classroom rotation model
- 100 minutes on DreamBox per week

FUNDING SOURCE

- Site-based categorical funds

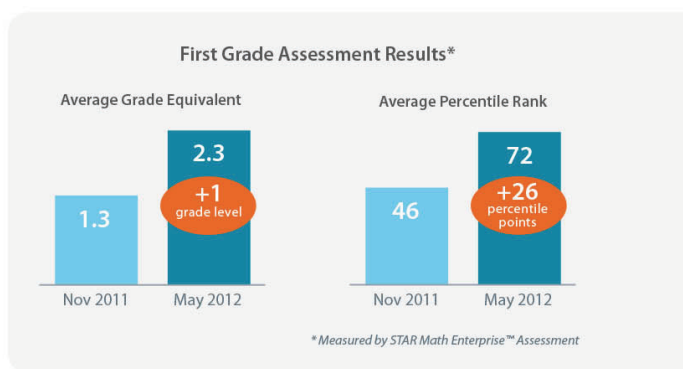
ABOUT DREAMBOX LEARNING
 DreamBox Learning's Intelligent Adaptive Learning™ program accelerates learning by ensuring every student works continually in their optimal learning zone and helps all students achieve math proficiency.

Intelligent Adaptive Learning™

CASE STUDY
 PETALUMA, CA

Maximizing Individualized Instruction

Increasing math achievement in growing classrooms



→ **CHALLENGE:**

A 47.5% increase in classroom size
 Nationwide, schools are dealing with reduced budgets and increasing class sizes. Nowhere is the situation more challenging than in California, as evidenced by Wendy Funk's first grade classroom at Penngrove Elementary. In four years, Ms. Funk's class size has grown by more than 47.5%, from 19 to 28 first grade students.

In large classrooms, one of the biggest challenges for teachers is finding the time to learn students' individual academic strengths and weaknesses and to address the learning needs of each child. As Ms. Funk described, "My goal as a teacher is to spend as much time as possible with every student. However, one-on-one time is very difficult to fit in—I usually get only a few moments each day to work individually with at-risk

students, or I am taking time after school to tutor students in a 1:1 environment."

→ **SOLUTION:**

Utilize technology to address individual learning needs

Ms. Funk selected DreamBox Learning Math as an adaptive learning program to respond to each student's learning needs. "Students need immediate feedback, and that is almost impossible with a 1:28 teacher-to-student ratio. DreamBox



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“DreamBox provides students the 1:1 support they need. It’s like having a teaching partner in my classroom.”
 — Wendy Funk, First Grade Teacher, Penngrove Elementary

scaffolds instruction in each lesson and provides students with immediate response and assistance. The best part is that DreamBox not only provides skill practice but it is skill building.” The addition of DreamBox to her classroom also allows Ms. Funk to work with smaller differentiated groups. “DreamBox helps me maximize my time and effectiveness with students so I can target lessons and practice to student needs.”

→ IMPLEMENTATION
 Daily classroom math rotation

With 10 computers in her classroom, Ms. Funk set up a classroom rotation schedule where students work on DreamBox for 20 minutes at a time during an 80-minute math block. For the first 20 minutes, her students with the lowest math proficiency work on DreamBox in order to build foundational math understanding while the rest of the students work on fluency during calendar time.

Then the whole class comes together for the math lesson introduction, and students complete practice problems with their learning partners using manipulatives during this second 20-minute period.

During the third 20 minutes, Ms. Funk circulates to support the low- and midlevel students as they work independently to complete the math activity, and the high performers go to

DreamBox for enrichment based on their established skill level within the system.

Finally, in the last 20 minutes, the midlevel students visit the computers while Ms. Funk makes sure the higher-level students are on the right track for completing their work independently. Then she can work with the lowest performers in small groups for more personalized practice.

→ RESULTS:
 A year’s worth of growth in six months
 With students learning on DreamBox for 100 minutes per week, Ms. Funk credits the program with helping her students increase their math achievement scores, as measured by the STAR Math Enterprise™ assessment, by one grade equivalent in six months, moving from an average grade equivalent score of 1.3 to 2.3. Students in Ms. Funk’s class also increased their STAR Math percentile rank, a norm-referenced score that provides a measure of a student’s math ability compared to other students in the same grade nationally, from the 46th percentile to the 72nd percentile, an increase of 26 percentile points.

“I’ve seen marked improvement in basic skills and familiarity with concepts and how they relate to my lessons each day. With DreamBox, students are learning new math concepts, not just practicing what they already know.” Additionally, Ms. Funk has found that her students, having grown up with technology, respond positively to online learning programs where they are able to direct their own learning, lowering the number of behavioral issues in class. She

“DreamBox helps me maximize my time and effectiveness with students so I can target lessons and practice to student needs.”
 — Wendy Funk, First Grade Teacher, Penngrove Elementary

notes, “DreamBox provides students the 1:1 support they need. It’s like having a teaching partner in my classroom. I don’t know what I would do without it.”



For more information, call DreamBox at 877.451.7845, email schools@dreambox.com or visit dreambox.com.



CASE STUDY
SOUTH NEW ROCHELLE, NY

Middle School Math Success

Adaptive Learning Program Bridges Gaps

SOUTH NEW ROCHELLE FAST FACTS

- 3 Title I schools
- 70% eligible for free or reduced-price lunch
- 80% minority students

DREAMBOX IMPLEMENTATION

- Deployed since 2011
- 852 K–5 students
- 100 middle school intervention students
- Tier I and II intervention
- Special education program
- After school program
- 40 minutes on DreamBox per week
- Classroom rotation model

FUNDING SOURCES

- General operating funds
- Title I funds
- 21st Century grant

ABOUT DREAMBOX LEARNING

DreamBox Learning's Intelligent Adaptive Learning™ program accelerates learning by ensuring every student works continually in their optimal learning zone and helps all students achieve math proficiency.

Intelligent Adaptive Learning™

→ CHALLENGE:

Bridging gaps in math understanding

Every September at Isaac E. Young Middle School, approximately 12 percent of 6th grade students (of roughly 400 total) were identified as needing math intervention. And it turns out that this need wasn't limited to students.

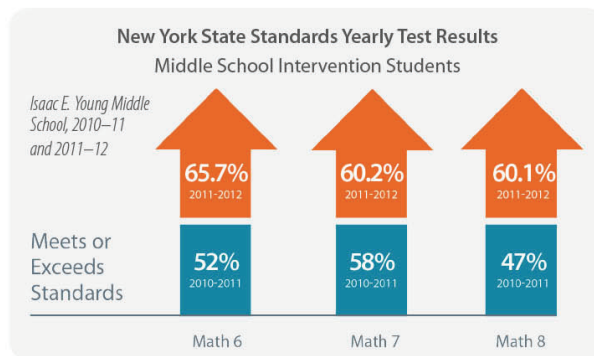
Many of the middle school teachers were not trained to provide—or not comfortable providing—math basics to students performing significantly below grade level, or teaching elementary math fundamentals at the K–5 level.

A large percentage of the students at the school come from lower middle class or borderline poverty class families. Also the Latin population has doubled in recent years, bringing a large influx of immigrant families with beginning ESL needs. "Often kids in middle school have not been sufficiently grounded in

elementary math," says Michael Galland of the New Rochelle School District who used to chair the math department at Isaac E. Young. "We found that students' fragile understanding of math concepts quickly unraveled when asked to work at class level."

"These were kids," notes Galland, "with many struggles in their lives having absolutely nothing to do with intelligence but everything to do with poverty. We struggle with high-school graduation rates for these economically challenged kids, who often decide that 'it's not worth it' or 'I'm not going to make it.'"

Now Assistant Principal of Columbus Elementary, Galland and Columbus Principal Sonja Nuñez were determined, despite four years of downsizing and budget cuts that their students would get the Tier II intervention they needed.



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“Thanks to their stronger whole number, decimal, and fraction sense, most are now keeping up with the 6th grade curriculum. They have new confidence and continue to make gains in understanding and mastery”

— Michael Galland, Assistant Principal

→ SOLUTION:

Leveraging new adaptive technology

After trying different solutions at Columbus Elementary — including isolating and remediating the poorest performing 25 students and implementing multiple after-school programs—it was clear a more powerful intervention method was needed. Teachers also needed useful tools and guidance to enable them to intervene appropriately and with confidence when reinforcing elementary grade level math instruction.

Committed to equal access for all her students, Principal Nuñez shared Michael Galland’s conviction that leveraging technology would benefit both students and staff. She took advantage of out-of-school resources to fund both hardware and software needs to fulfill the vision of putting her school on the cutting edge of math-education technology.

“We chose DreamBox as a best-in-class adaptive instructional technology to close the achievement gap at Isaac Middle School,” Galland says. “The greatest thing about DreamBox is that because of the way the program is constructed, you can’t ‘skip steps.’ Everything is structured to progressively and logically increase conceptual understanding and math proficiency. The best way to transmit mathematics and help kids construct math is to engage them in context and

progressively help them develop more and more efficient strategies. DreamBox makes all that digital, but it also allows instructors access to the data they need to raise the level of personalized instruction. It’s the best possible blend of online and one-on-one education.”

→ IMPLEMENTATION:

Individualized instruction and powerful teacher tools

Because many Columbus students have no computer access at home, their time online is mostly during school hours. Three to four days a week, a workshop model is used in class. As a third of the students work online, teachers are able to access data and observe where children need additional help, pulling them into small groups and supplying individualized instruction, where and when it’s most needed. Additionally, 125 learners are involved in an after-school program four days a week. There are also software licenses for Special Education students to provide additional support. Furthermore, Principal Nuñez saw to it that teachers with their own children were provided DreamBox licenses, so they could work with them on DreamBox, to better get a feel for the technology.

“When we began using DreamBox for interventions at IEYMS for 6th graders,” observes Galland, “students logged a lot of computer time. Most of them started

at the 2nd grade level and progressed from there—slowly, but surely. What is truly remarkable is their willingness and involvement. Hands go up and many of them are truly engaging in math for the first time. Using the math rack, number line, and other models has empowered students so they can follow discussions and investigations. Thanks to their stronger whole number, decimal, and fraction sense, most are now keeping up with the 6th grade curriculum. They

“Watching the students work through the lessons has been a revelation for them”

— Michael Galland, Assistant Principal

have new confidence and continue to make gains in understanding and mastery.”

DreamBox Teacher Tools are powerful learning aids for educators. Middle school teachers who were lacking a background in K–5 math now have a sense of elementary school models, and how they can help even their lowest-achieving students. “Our teachers at Columbus Elementary are learning to be exceptional elementary math teachers,” observes Galland. “With renewed math confidence and ability, watching the



students work through the lessons has been a revelation for them. Our teachers have benefited from the models and tools in DreamBox designed to support the development of strong fraction-sense and proportional logic. Some of them have told me that they used to dread teaching fractions but now, they realize they can be great at math, too.”

→ RESULTS:
Dramatic improvements and elementary school preparation

Over the course of one year, the middle school students of South New Rochelle achieved gains of 10 to 15 percent. Teachers have improved their own skills and confidence in their abilities as mathematicians and teachers. “Now fractions, percentages, decimals, and ratios are equal in students minds,” Galland says, “and kids

can flexibly move and solve problems as they encounter them, and they are enabled to move into algebra and the higher math they need.”

This year all 870 K–5 students at Columbus have started on DreamBox to help them maximize their math comprehension. “DreamBox is now our cornerstone of a successful and long-term blended learning math strategy,” says Principal Nuñez.

“Now fractions, percentages, decimals, and ratios are equal in students’ minds”
 — Michael Galland, Assistant Principal

For more information, contact Client Care at 877.451.7845, email schools@dreambox.com, or visit dreambox.com.

4. Instructional materials for students receiving intervention shall include lessons and activities covering an appropriate range of mathematics skills, are age appropriate, include engaging tasks of high interest, build upon conceptual understanding, and support/remediate basic skills in an adaptive manner. The materials provided shall be digital or blended format.

DreamBox Learning can be used in a variety of settings: classroom/workshop rotation model, whole group, small group and 1:1 instruction, differentiated instruction, intervention, blended learning, and at home extended learning.

DreamBox's recommended usage is 60-90 minutes per week, usually in 2 or 3 sessions lasting 20-30 minutes each. These are independent, student self-directed sessions in which individual students receive real-time differentiation and scaffolding both within and between lessons.

To get the maximum benefit of DreamBox, we recommend teachers allocate enough time for their students to complete 5 or more lessons per week, and for teachers to login to the Insights Dashboard at least once per week to see how their students are growing.

How DreamBox Learning Supports Response to Intervention

DreamBox Learning Math is an evidence-based solution for RtI that uses formative data to respond, in-the-moment of learning, to each student while providing educators with real-time progress monitoring tools. Use DreamBox Learning independently, in small groups, or with instructors to overcome math challenges at each of the three RtI tiers. **Evidence-Based Curriculum** Independent research from the Center for Education Policy Research CEPR at Harvard University suggests student using DreamBox Learning Math for 14 hours can increase achievement by 4 percentile points. These results echo results from an earlier study completed by SRI.

Progress Monitoring

Embedded formative assessment and automatic progress reports make it easy for educators to identify learning gaps, set learning goals, monitor ongoing progress, and predict when students will meet the learning objectives of the interventions.

- **Data-Driven Instruction** DreamBox surfaces exactly what each student knows, doesn't know, and what they are ready to learn next. With this data, educators can make real-time instructional and intervention decisions.
- **Increase Instructional Time** You don't have to interrupt instruction to assess student learning. With DreamBox's embedded formative assessment, students keep learning while you get access to real-time information about what they know and where they struggle.
- **Personalized Interventions** With Assignments, teachers can create differentiated assignments in DreamBox that align to the needs of the whole class, small group or individual student, and DreamBox will automatically tailor the lesson to align to each student's level of readiness.
- **Supports Equity for Spanish-Speaking ELLs** Language shouldn't be a barrier to learning math. You can deliver assignments in English or Spanish with DreamBox. Our Spanish lessons weren't just translated; they were built from the ground up to be culturally appropriate.
- **Builds Skills and Closes Gaps Fast** Support the conceptual understanding, strategic reasoning, and problem-solving abilities every learner needs to be successful in math.
- **Teacher Support and Professional Development** DreamBox Learning FlexPD supports educators as they build a deeper understanding of math, refine best practices in pedagogy, and create effective, standards-based, learner-centric environments. DreamBox Learning supports the continuum of learners, including students with disabilities, English learners, gifted and advanced learners, etc.

Initial Placement

The student's Initial Placement in DreamBox is set at the beginning of his or her current grade level the first time they start using DreamBox, according to the district's chosen academic standards. A student's initial placement allows DreamBox to begin calibrating to how the student works and

learns. As they use DreamBox, adaptive assessment will progress them toward their optimal learning zone. Assessment will direct the student's learning path as long as they are actively using DreamBox. Note: Teachers can select an earlier or later Initial Placement Level for the student if they are working outside of their school grade level.

Assessment in DreamBox is constantly occurring and progressing students through their optimal learning zone. With each click of the mouse, DreamBox observes 60 different assessment points, picking the next best lesson for the student based on how they answered previous lessons. Please note that DreamBox considers grade levels to be milestones of achievement for the students, rather than defined placement levels. It is possible for a student to work on lessons spanning several grade levels or a grade level far beyond their school placement. The student's demonstrated proficiency will guide their learning paths, so they will not be constrained by grade levels.

Thousands of data points are collected, analyzed, and acted upon during every hour a student uses DreamBox Learning Math. The Intelligent Adaptive Learning technology tracks each student interaction and evaluates the strategies used to solve problems. It then immediately adjusts the lesson and the level of difficulty, scaffolding, sequencing, number of hints, and pacing as appropriate. This allows students, whether struggling, at grade level, or advanced, to progress at a pace that best benefits them and deepen conceptual understanding.

5. Materials shall align to the Virginia Standards of Learning (Virginia SOLs) and for Pre K Virginia's Foundation Blocks for Early Learning, a comprehensive set of standards for 4-year-olds. Tier II Intervention should target improvement of basic skill deficits in the selected areas of mathematics (number and number sense, computational fluency, problem solving) while supporting and enhancing Tier I (Virginia SOLs) instructional objectives in a different instructional design rather than replace or duplicate it. Tier II is not an SOL Remediation Program.

DreamBox Learning aligns with the Virginia Standards of Learning.

DreamBox Learning Math is an evidence-based solution for Rtl that uses formative data to respond, in-the-moment of learning, to each student while providing educators with real-time progress monitoring tools. Use DreamBox Learning independently, in small groups, or with instructors to overcome math challenges at each of the three Rtl tiers.

DreamBox provides a motivating environment that students love. Students learn what they need to know - when they need to know it - at their own pace and place.

- **Personalizes instruction:** Continuous formative assessment captures every decision students make to solve a math problem - adjusting within and between lessons to match their level of readiness.
- **Deepens conceptual understanding and fluency:** Students model relationships and connect with mathematical ideas through digital manipulatives and lessons that engage in ways pencil and paper and digitized worksheets never could.

- Challenges and motivates all learners:** Three age-appropriate and responsive learning environments adapt to struggling, advanced and on-level students so each receives instruction in the environment that's right for them.



The DreamBox student experience is rooted in video game fundamentals, designed to attract digital natives, encourage learning progress and keep engagement high. This construct, when interwoven with math lessons, allows students to learn in a familiar environment and encourages desirable behaviors like persistence, ingenuity and focus.

DreamBox combines a motivating, gamelike environment with a rigorous, standards-aligned curriculum. It responds to students' actions and decisions by continuously adapting to support student competency with math concepts and promoting strategies for fluency and application.

DreamBox promotes active learning so students think and do for themselves in math instead of sit-and-get content, where they watch someone else do all the thinking. Safe and age-appropriate learning environments put students at the center of their own learning - encouraging independent critical thinking and productive struggle while fostering engagement and motivation.

As students work in DreamBox, they follow very deliberate learning pathways to ensure conceptual understanding, sense-making, and application of mathematical concepts in the domains of Number and Operations, Algebraic Reasoning, Geometry & Measurement, Data Analysis, Proportionality, Expressions, Equations, & Relationships, and Measurement & Data.

Even though DreamBox's curriculum doesn't mirror the sequencing or grade level designations of any particular standards document, the learning pathways and progressions in DreamBox are informed by research about how mathematical ideas develop in the minds of students as well as multiple expert sources such as NCTM publications, Cathy Fosnot's Landscapes of Learning, and regional standards documents which often have sequencing parallels i.e., every standards document has students learn to add fractions before multiplying them. For every concept or skill, DreamBox engages students first with conceptual sense-making experiences our virtual manipulatives and from there empowers students to create their own self-directed learning pathways and activate their prior knowledge as they develop mental and procedural fluency.

Built from the ground up to be adaptive, our lessons support coherent, connected learning pathways that are designed to achieve the depth and rigor required for growth and achievement. Virtual manipulatives engage learners in sense-making, conceptual understanding, looking for relationships, and logical reasoning while developing number sense and procedural skills with fluency.

Thousands of data points are collected, analyzed, and acted upon during every hour a student uses DreamBox Learning Math. The Intelligent Adaptive Learning technology tracks each student interaction and evaluates the strategies used to solve problems. It then immediately adjusts the lesson and the level of difficulty, scaffolding, sequencing, number of hints, and pacing as appropriate. This allows students, whether struggling, at grade level or advanced, to progress at a pace that best benefits them and deepen conceptual understanding.

Virginia Department of Education Mathematics Standards of Learning (SOL) Alignment

Region	Standard	Description	Level
Virginia	K.1.a	The student will tell how many are in a given set of 20 or fewer objects by counting orally.	Kindergarten
Virginia	K.1.b	The student will read, write, and represent numbers from 0 through 20.	Kindergarten
Virginia	K.2.a	The student, given no more than three sets, each set containing 10 or fewer concrete objects, will compare and describe one set as having more, fewer, or the same number of objects as the other set(s).	Kindergarten
Virginia	K.3.c	The student will identify the number after, without counting, when given any number between 0 and 100 and identify the number before, without counting, when given any number between 1 and 10.	Kindergarten
Virginia	K.4.a	The student will recognize and describe with fluency part-whole relationships for numbers up to 5.	Kindergarten
Virginia	K.4.b	The student will investigate and describe part-whole relationships for numbers up to 10.	Kindergarten
Virginia	K.6	The student will model and solve single-step story and picture problems with sums to 10 and differences within 10, using concrete objects.	Kindergarten
Virginia	K.10.a	The student will identify and describe plane figures (circle, triangle, square, and rectangle);	Kindergarten
Virginia	K.11.a	The student will collect, organize, and represent data.	Kindergarten
Virginia	K.11.b	The student will read and interpret data in object graphs, picture graphs, and tables.	Kindergarten
Virginia	1.1.a	The student will count forward orally by ones to 110, starting at any number between 0 and 110.	Grade 1
Virginia	1.1.b	The student will write the numerals 0 to 110 in sequence and out-of-sequence.	Grade 1
Virginia	1.1.d	The student will count forward orally by ones, twos, fives, and tens to determine the total number of objects to 110.	Grade 1
Virginia	1.2.a	The student, given up to 110 objects, will group a collection into tens and ones and write the corresponding numeral.	Grade 1
Virginia	1.2.b	The student, given up to 110 objects, will compare two numbers between 0 and 110 represented pictorially or with concrete objects, using the words greater than, less than or equal to.	Grade 1
Virginia	1.4.a	The student will represent and solve practical problems involving equal sharing with two or four sharers.	Grade 1
Virginia	1.4.b	The student will represent and name fractions for halves and fourths, using models.	Grade 1
Virginia	1.6	The student will create and solve single-step story and picture problems using addition and subtraction within 20.	Grade 1
Virginia	1.7.a	The student will recognize and describe with fluency part-whole relationships for numbers up to 10.	Grade 1
Virginia	1.7.b	The student will demonstrate fluency with addition and subtraction within 10.	Grade 1
Virginia	1.9.a	The student will investigate the passage of time and tell time to the hour and half-hour, using analog and digital clocks.	Grade 1
Virginia	1.11.a	The student will identify, trace, describe, and sort plane figures (triangles, squares, rectangles, and circles) according to number of sides, vertices, and angles.	Grade 1
Virginia	1.12.a	The student will collect, organize, and represent various forms of data using tables, picture graphs, and object graphs.	Grade 1
Virginia	1.12.b	The student will read and interpret data displayed in tables, picture graphs, and object graphs, using the vocabulary more, less, fewer, greater than, less than, and equal to.	Grade 1
Virginia	2.1.a	The student will read, write, and identify the place and value of each digit in a three-digit numeral, with and without models.	Grade 2

Region	Standard	Description	Level
Virginia	2.1.b	The student will identify the number that is 10 more, 10 less, 100 more, and 100 less than a given number up to 999.	Grade 2
Virginia	2.1.c	The student will compare and order whole numbers between 0 and 999.	Grade 2
Virginia	2.2.a	The student will count forward by twos, fives, and tens to 120, starting at various multiples of 2, 5, or 10.	Grade 2
Virginia	2.4.a	The student will name and write fractions represented by a set, region, or length model for halves, fourths, eighths, thirds, and sixths;	Grade 2
Virginia	2.5.a	The student will recognize and use the relationships between addition and subtraction to solve single-step practical problems, with whole numbers to 20.	Grade 2
Virginia	2.5.b	The student will demonstrate fluency with addition and subtraction within 20.	Grade 2
Virginia	2.6.b	The student will determine sums and differences, using various methods.	Grade 2
Virginia	2.6.c	The student will create and solve single-step and two-step practical problems involving addition and subtraction.	Grade 2
Virginia	2.9	The student will tell time and write time to the nearest five minutes, using analog and digital clocks.	Grade 2
Virginia	2.12.a	The student will draw a line of symmetry in a figure.	Grade 2
Virginia	2.12.b	The student will identify and create figures with at least one line of symmetry.	Grade 2
Virginia	2.13	The student will identify, describe, compare, and contrast plane and solid figures (circles/spheres, squares/cubes, and rectangles/rectangular prisms).	Grade 2
Virginia	2.15.a	The student will collect, organize, and represent data in pictographs and bar graphs.	Grade 2
Virginia	2.15.b	The student will read and interpret data represented in pictographs and bar graphs.	Grade 2
Virginia	2.16	The student will identify, describe, create, extend, and transfer patterns found in objects, pictures, and numbers.	Grade 2
Virginia	2.17	The student will demonstrate an understanding of equality through the use of the equal symbol and the use of the not equal symbol.	Grade 2
Virginia	3.1.a	The student will read, write, and identify the place and value of each digit in a six-digit whole number, with and without models.	Grade 3
Virginia	3.1.b	The student will round whole numbers, 9,999 or less, to the nearest ten, hundred, and thousand.	Grade 3
Virginia	3.1.c	The student will compare and order whole numbers, each 9,999 or less.	Grade 3
Virginia	3.2.a	The student will name and write fractions and mixed numbers represented by a model.	Grade 3
Virginia	3.2.b	The student will represent fractions and mixed numbers with models and symbols.	Grade 3
Virginia	3.2.c	The student will compare fractions having like and unlike denominators, using words and symbols (greater than, less than, equal to or not equal to) with models.	Grade 3
Virginia	3.3.a	The student will estimate and determine the sum or difference of two whole numbers.	Grade 3
Virginia	3.3.b	The student will create and solve single-step and multistep practical problems involving sums or differences of two whole numbers, each 9,999 or less.	Grade 3
Virginia	3.4.a	The student will represent multiplication and division through 10×10 , using a variety of approaches and models.	Grade 3
Virginia	3.4.b	The student will create and solve single-step practical problems that involve multiplication and division through 10×10 .	Grade 3
Virginia	3.4.c	The student will demonstrate fluency with multiplication facts of 0, 1, 2, 5, and 10.	Grade 3
Virginia	3.4.d	The student will solve single-step practical problems involving multiplication of whole numbers, where one factor is 99 or less and the second factor is 5	Grade 3

Region	Standard	Description	Level
		or less.	
Virginia	3.5	The student will solve practical problems that involve addition and subtraction with proper fractions having like denominators of 12 or less.	Grade 3
Virginia	3.6.a	The student will determine the value of a collection of bills and coins whose total value is \$5.00 or less.	Grade 3
Virginia	3.6.c	The student will make change from \$5.00 or less.	Grade 3
Virginia	3.8.a	The student will estimate and measure the distance around a polygon in order to determine its perimeter using U.S. Customary and metric units.	Grade 3
Virginia	3.8.b	The student will estimate and count the number of square units needed to cover a given surface in order to determine its area.	Grade 3
Virginia	3.9.a	The student will tell time to the nearest minute, using analog and digital clocks.	Grade 3
Virginia	3.9.b	The student will solve practical problems related to elapsed time in one-hour increments within a 12-hour period.	Grade 3
Virginia	3.9.c	The student will identify equivalent periods of time and solve practical problems related to equivalent periods of time.	Grade 3
Virginia	3.11	The student will identify and draw representations of points, lines, line segments, rays, and angles.	Grade 3
Virginia	3.12.a	The student will define polygon.	Grade 3
Virginia	3.12.b	The student will identify and name polygons with 10 or fewer sides.	Grade 3
Virginia	3.15.a	The student will collect, organize, and represent data in pictographs or bar graphs.	Grade 3
Virginia	3.15.b	The student will read and interpret data represented in pictographs and bar graphs.	Grade 3
Virginia	3.16	The student will identify, describe, create, and extend patterns found in objects, pictures, numbers and tables.	Grade 3
Virginia	3.17	The student will create equations to represent equivalent mathematical relationships.	Grade 3
Virginia	4.1.a	The student will read, write, and identify the place and value of each digit in a nine-digit whole number.	Grade 4
Virginia	4.1.b	The student will compare and order whole numbers expressed through millions.	Grade 4
Virginia	4.1.c	The student will round whole numbers expressed through millions to the nearest thousand, ten thousand, and hundred thousand.	Grade 4
Virginia	4.2.a	The student will compare and order fractions and mixed numbers, with and without models.	Grade 4
Virginia	4.2.b	The student will represent equivalent fractions.	Grade 4
Virginia	4.3.a	The student will read, write, represent, and identify decimals expressed through thousandths.	Grade 4
Virginia	4.3.b	The student will round decimals to the nearest whole number.	Grade 4
Virginia	4.3.c	The student will compare and order decimals.	Grade 4
Virginia	4.3.d	The student will, given a model, write the decimal and fraction equivalents.	Grade 4
Virginia	4.4.a	The student will demonstrate fluency with multiplication facts through 12 x 12, and the corresponding division facts.	Grade 4
Virginia	4.4.b	The student will estimate and determine sums, differences, and products of whole numbers.	Grade 4
Virginia	4.4.c	The student will estimate and determine quotients of whole numbers, with and without remainders.	Grade 4
Virginia	4.4.d	The student will create and solve single-step and multistep practical problems involving addition, subtraction, and multiplication, and single-step practical problems involving division with whole numbers.	Grade 4
Virginia	4.5.a	The student will determine common multiples and factors, including least common multiple and greatest common factor.	Grade 4

Region	Standard	Description	Level
Virginia	4.5.b	The student will add and subtract fractions and mixed numbers having like and unlike denominators.	Grade 4
Virginia	4.5.c	The student will solve single-step practical problems involving addition and subtraction with fractions and mixed numbers.	Grade 4
Virginia	4.6.a	The student will add and subtract with decimals.	Grade 4
Virginia	4.6.b	The student will solve single-step and multistep practical problems involving addition and subtraction with decimals.	Grade 4
Virginia	4.7	The student will solve practical problems that involve determining perimeter and area in U.S. Customary and metric units.	Grade 4
Virginia	4.8.a	The student will estimate and measure length and describe the result in U.S. Customary and metric units.	Grade 4
Virginia	4.8.c	The student will, given the equivalent measure of one unit, identify equivalent measures of length, weight/mass, and liquid volume between units within the U.S. Customary system.	Grade 4
Virginia	4.8.d	The student will solve practical problems that involve length, weight/mass, and liquid volume in U.S. Customary units.	Grade 4
Virginia	4.9	The student will solve practical problems related to elapsed time in hours and minutes within a 12-hour period.	Grade 4
Virginia	4.10.a	The student will identify and describe points, lines, line segments, rays, and angles, including endpoints and vertices.	Grade 4
Virginia	4.10.b	The student will identify and describe intersecting, parallel, and perpendicular lines.	Grade 4
Virginia	4.11	The student will identify, describe, compare, and contrast plane and solid figures according to their characteristics (number of angles, vertices, edges, and the number and shape of faces) using concrete models and pictorial representations.	Grade 4
Virginia	4.12	The student will classify quadrilaterals as a parallelograms, rectangles, squares, rhombi, and/or trapezoids.	Grade 4
Virginia	4.14.a	The student will collect, organize, and represent data in bar graphs and line graphs.	Grade 4
Virginia	4.14.b	The student will interpret data represented in bar graphs and line graphs.	Grade 4
Virginia	4.15	The student will identify, describe, create, and extend patterns found in objects, pictures, numbers, and tables.	Grade 4
Virginia	5.1	The student, given a decimal through thousandths, will round to the nearest whole number, tenth, or hundredth.	Grade 5
Virginia	5.2.a	The student will represent and identify equivalencies among fractions and decimals, with and without models.	Grade 5
Virginia	5.2.b	The student will compare and order fractions, mixed numbers, and/or decimals in a given set, from least to greatest and greatest to least.	Grade 5
Virginia	5.3.a	The student will identify and describe the characteristics of prime and composite numbers.	Grade 5
Virginia	5.4	The student will create and solve single-step and multistep practical problems involving addition, subtraction, multiplication, and division of whole numbers.	Grade 5
Virginia	5.5.a	The student will estimate and determine the product and quotient of two numbers involving decimals.	Grade 5
Virginia	5.5.b	The student will create and solve single-step and multistep practical problems involving addition, subtraction, and multiplication of decimals, and create and solve single-step practical problems involving division of decimals.	Grade 5
Virginia	5.6.a	The student will solve single-step and multistep practical problems involving addition and subtraction with fractions and mixed numbers.	Grade 5
Virginia	5.6.b	The student will solve single-step practical problems involving multiplication of a whole number, limited to 12 or less, and a proper fraction, with models.	Grade 5

Region	Standard	Description	Level
Virginia	5.7	The student will simplify whole number numerical expressions using the order of operations.	Grade 5
Virginia	5.8.a	The student will solve practical problems that involve perimeter, area, and volume in standard units of measure.	Grade 5
Virginia	5.8.b	The student will differentiate among perimeter, area, and volume and identify whether the application of the concept of perimeter, area, or volume is appropriate for a given situation.	Grade 5
Virginia	5.9.a	The student will, given the equivalent measure of one unit, identify equivalent measurements within the metric system.	Grade 5
Virginia	5.9.b	The student will solve practical problems involving length, mass, and liquid volume using metric units.	Grade 5
Virginia	5.11	The student will solve practical problems related to elapsed time in hours and minutes within a 24-hour period.	Grade 5
Virginia	5.12	The student will classify and measure right, acute, obtuse, and straight angles.	Grade 5
Virginia	5.13.a	The student will classify triangles as right, acute, or obtuse and equilateral, scalene, or isosceles.	Grade 5
Virginia	5.14.a	The student will recognize and apply transformations, such as translation, reflection, and rotation.	Grade 5
Virginia	5.16.a	The student, given a practical problem, will represent data in line plots and stem-and-leaf plots.	Grade 5
Virginia	5.16.b	The student, given a practical problem, will interpret data represented in line plots and stem-and-leaf plots.	Grade 5
Virginia	5.18	The student will identify, describe, create, express, and extend number patterns found in objects, pictures, numbers and tables.	Grade 5
Virginia	5.19.a	The student will investigate and describe the concept of variable.	Grade 5
Virginia	5.19.b	The student will write an equation to represent a given mathematical relationship, using a variable.	Grade 5
Virginia	5.19.c	The student will use an expression with a variable to represent a given verbal expression involving one operation.	Grade 5
Virginia	6.1	The student will represent relationships between quantities using ratios, and will use appropriate notations, such as a/b , a to b , and $a:b$.	Grade 6
Virginia	6.2.a	The student will represent and determine equivalencies among fractions, mixed numbers, decimals, and percents.	Grade 6
Virginia	6.2.b	The student will compare and order positive rational numbers.	Grade 6
Virginia	6.3.a	The student will identify and represent integers.	Grade 6
Virginia	6.3.b	The student will compare and order integers.	Grade 6
Virginia	6.3.c	The student will identify and describe absolute value of integers.	Grade 6
Virginia	6.4	The student will recognize and represent patterns with whole number exponents and perfect squares.	Grade 6
Virginia	6.5.a	The student will multiply and divide fractions and mixed numbers.	Grade 6
Virginia	6.5.b	The student will solve single-step and multistep practical problems involving addition, subtraction, multiplication, and division of fractions and mixed numbers.	Grade 6
Virginia	6.5.c	The student will solve multistep practical problems involving addition, subtraction, multiplication, and division of decimals.	Grade 6
Virginia	6.6.a	The student will add, subtract, multiply, and divide integers.	Grade 6
Virginia	6.6.b	The student will solve practical problems involving operations with integers.	Grade 6
Virginia	6.6.c	The student will simplify numerical expressions involving integers.	Grade 6
Virginia	6.7.c	The student will solve problems, including practical problems, involving area and perimeter of triangles and rectangles.	Grade 6
Virginia	6.8.a	The student will identify the components of the coordinate plane.	Grade 6
Virginia	6.8.b	The student will identify the coordinates of a point and graph ordered pairs in	Grade 6

Region	Standard	Description	Level
		a coordinate plane.	
Virginia	6.9	The student will determine congruence of segments, angles, and polygons.	Grade 6
Virginia	6.12.a	The student will represent a proportional relationship between two quantities, including those arising from practical situations.	Grade 6
Virginia	6.12.b	The student will determine the unit rate of a proportional relationship and use it to find a missing value in a ratio table.	Grade 6
Virginia	6.12.c	The student will determine whether a proportional relationship exists between two quantities.	Grade 6
Virginia	6.12.d	The student will make connections between and among representations of a proportional relationship between two quantities using verbal descriptions, ratio tables, and graphs.	Grade 6
Virginia	6.13	The student will solve one-step linear equations in one variable, including practical problems that require the solution of a one-step linear equation in one variable.	Grade 6
Virginia	6.14.a	The student will represent a practical situation with a linear inequality in one variable.	Grade 6
Virginia	6.14.b	The student will solve one-step linear inequalities in one variable, involving addition or subtraction, and graph the solution on a number line.	Grade 6
Virginia	7.1.a	The student will investigate and describe the concept of negative exponents for powers of ten.	Grade 7
Virginia	7.1.b	The student will compare and order numbers greater than zero written in scientific notation.	Grade 7
Virginia	7.1.c	The student will compare and order rational numbers.	Grade 7
Virginia	7.1.e	The student will identify and describe absolute value of rational numbers.	Grade 7
Virginia	7.2	The student will solve practical problems involving operations with rational numbers.	Grade 7
Virginia	7.3	The student will solve single-step and multistep practical problems, using proportional reasoning.	Grade 7
Virginia	7.5	The student will solve problems, including practical problems, involving the relationship between corresponding sides and corresponding angles of similar quadrilaterals and triangles.	Grade 7
Virginia	7.6.a	The student will compare and contrast quadrilaterals based on their properties.	Grade 7
Virginia	7.6.b	The student will determine unknown side lengths or angle measures of quadrilaterals.	Grade 7
Virginia	7.7	The student will apply translations and reflections of right triangles or rectangles in the coordinate plane.	Grade 7
Virginia	7.10.a	The student will determine the slope, m , as rate of change in a proportional relationship between two quantities and write an equation in the form $y = mx$ to represent the relationship.	Grade 7
Virginia	7.10.b	The student will graph a line representing a proportional relationship between two quantities given the slope and an ordered pair, or given the equation in $y = mx$ form where m represents the slope as rate of change.	Grade 7
Virginia	7.10.d	The student will graph a line representing an additive relationship between two quantities given the y -intercept and an ordered pair, or given the equation in the form $y = x + b$, where b represents the y -intercept.	Grade 7
Virginia	7.10.e	The student will make connections between and among representations of a proportional or additive relationship between two quantities using verbal descriptions, tables, equations, and graphs.	Grade 7
Virginia	7.11	The student will evaluate algebraic expressions for given replacement values of the variables.	Grade 7
Virginia	7.12	The student will solve two-step linear equations in one variable, including practical problems that require the solution of a two-step linear equation in one variable.	Grade 7

Region	Standard	Description	Level
		including zeros.	
Virginia	A.7.d	The student will investigate and analyze linear and quadratic function families and their characteristics both algebraically and graphically, including intercepts.	Algebra
Virginia	A.7.e	The student will investigate and analyze linear and quadratic function families and their characteristics both algebraically and graphically, including values of a function for elements in its domain.	Algebra
Virginia	A.7.f	The student will investigate and analyze linear and quadratic function families and their characteristics both algebraically and graphically, including connections between and among multiple representations of functions using verbal descriptions, tables, equations, and graphs.	Algebra
Virginia	A.8	The student, given a data set or practical situation, will analyze a relation to determine whether a direct or inverse variation exists, and represent a direct variation algebraically and graphically and an inverse variation algebraically.	Algebra
Virginia	A.9	The student will collect and analyze data, determine the equation of the curve of best fit in order to make predictions, and solve practical problems, using mathematical models of linear and quadratic functions.	Algebra
Virginia	All.3.a	The student will solve absolute value linear equations and inequalities.	Algebra II
Virginia	All.3.c	The student will solve equations containing rational algebraic expressions.	Algebra II
Virginia	All.1.b	The student will add, subtract, multiply, divide, and simplify radical expressions containing rational numbers and variables, and expressions containing rational exponents.	Algebra II
Virginia	All.1.c	The student will factor polynomials completely in one or two variables.	Algebra II
Virginia	All.5	The student will investigate and apply the properties of arithmetic and geometric sequences and series to solve practical problems, including writing the first n terms, determining then nth term, and evaluating summation formulas. Notation will include summation and a sub n.	Algebra II
Virginia	All.6.a	For absolute value, square root, cube root, rational, polynomial, exponential, and logarithmic functions, the student will recognize the general shape of function families.	Algebra II
Virginia	All.6.b	For absolute value, square root, cube root, rational, polynomial, exponential, and logarithmic functions, the student will use knowledge of transformations to convert between equations and the corresponding graphs of functions.	Algebra II
Virginia	All.7.b	The student will investigate and analyze linear, quadratic, absolute value, square root, cube root, rational, polynomial, exponential, and logarithmic function families algebraically and graphically. Key concepts include intervals in which a function is increasing or decreasing.	Algebra II
Virginia	All.7.c	The student will investigate and analyze linear, quadratic, absolute value, square root, cube root, rational, polynomial, exponential, and logarithmic function families algebraically and graphically. Key concepts include extrema.	Algebra II
Virginia	All.7.d	The student will investigate and analyze linear, quadratic, absolute value, square root, cube root, rational, polynomial, exponential, and logarithmic function families algebraically and graphically. Key concepts include zeros.	Algebra II
Virginia	All.7.e	The student will investigate and analyze linear, quadratic, absolute value, square root, cube root, rational, polynomial, exponential, and logarithmic function families algebraically and graphically. Key concepts include intercepts.	Algebra II
Virginia	All.7.g	The student will investigate and analyze linear, quadratic, absolute value, square root, cube root, rational, polynomial, exponential, and logarithmic function families algebraically and graphically. Key concepts include connections between and among multiple representations of functions using verbal descriptions, tables, equations, and graphs.	Algebra II
Virginia	All.7.k	The student will investigate and analyze linear, quadratic, absolute value, square root, cube root, rational, polynomial, exponential, and logarithmic function families algebraically and graphically. Key concepts include composition of functions algebraically and graphically.	Algebra II

Region	Standard	Description	Level
Virginia	All.8	The student will investigate and describe the relationships among solutions of an equation, zeros of a function, x-intercepts of a graph, and factors of a polynomial expression.	Algebra II
Virginia	All.10	The student will represent and solve problems, including practical problems, involving inverse variation, joint variation, and a combination of direct and inverse variations.	Algebra II
Virginia	All.9	The student will collect and analyze data, determine the equation of the curve of best fit in order to make predictions, and solve practical problems, using mathematical models of quadratic and exponential functions.	Algebra II
Virginia	G.3.a	The student will solve problems involving symmetry and transformation. This will include investigating and using formulas for determining distance, midpoint, and slope.	Geometry
Virginia	G.3.d	The student will solve problems involving symmetry and transformation. This will include determining whether a figure has been translated, reflected, rotated, or dilated, using coordinate methods.	Geometry
Virginia	G.5.c	The student, given information concerning the lengths of sides and/or measures of angles in triangles, will solve problems, including practical problems. This will include determining whether a triangle exists.	Geometry
Virginia	G.7	The student, given information in the form of a figure or statement, will prove two triangles are similar.	Geometry
Virginia	G.8.a	The student will solve problems, including practical problems, involving right triangles. This will include applying the Pythagorean Theorem and its converse.	Geometry
Virginia	G.14.b	The student will apply the concepts of similarity to two- or three-dimensional geometric figures. This will include determining how changes in one or more dimensions of a figure affect area and/or volume of the figure.	Geometry
Virginia	PS.4	The student will analyze scatterplots to identify and describe the relationship between two variables, using shape; strength of relationship; clusters; positive, negative, or no association; outliers; and influential points.	Probability and Statistics
Virginia	PS.5	The student will determine and interpret linear correlation, use the method of least squares regression to model the linear relationship between two variables, and use the residual plots to assess linearity.	Probability and Statistics

6. Materials used need not be grade level specific in order to provide intervention that meets the instructional level of each student.

The DreamBox Intelligent Adaptive Learning™ program provides truly individualized instruction for every student, adapting our lessons, scaffolding, and pacing based on each student's unique needs. As students work on math problems using our interactive virtual manipulatives, the DreamBox Intelligent Adaptive Learning™ engine captures, analyzes, and responds to every decision a student makes. DreamBox goes beyond tracking whether a student's answer was right or wrong and assesses each student on around 60 different behaviors, including the amount of time it takes to solve a problem, the number of hints used, and the strategies they use to construct the answer to a problem.

Our continuous assessment guides students through their math development and determines their optimal learning zone, which is where a student is continually challenged enough to stay interested but not too challenged to become frustrated.

DreamBox Learning's Intelligent Adaptive Learning technology tracks each student interaction and evaluates the strategies used to solve problems. It then immediately adjusts the lesson and the level of difficulty, scaffolding, sequencing, number of hints, and pacing as appropriate. **This allows students, whether struggling, at grade level or advanced, to progress at a pace that best benefits them and deepen conceptual understanding.**

Like a good teacher, the system asks and answers these questions after every mouse click:

- What supports scaffolding and hints are needed to keep this learner from getting stuck?
- Does the learner understand this concept well enough to move on?
- Is this learner struggling due to gaps in understanding that need to be filled before continuing?
- Is the learner falling behind, zooming ahead, or staying in the zone of proximal development?
- What instructional tools and types of instruction work best for this learner?
- Where should this learner go next?

Scaffolding for Success

When students engage in early lessons on a topic, there are significant scaffolds in place. These scaffolds are thoughtfully crafted by DreamBox teachers to support students' sense making and initial interactions with the digital tools and mathematical ideas. These scaffolds might take the form of multiple detailed or descriptive hints that prompt students to think about a certain part of the problem or ask them a question to focus their attention on a part of the manipulative.

Other scaffolds include demonstrating a possible solution, giving a thorough description when a student gets a problem incorrect, or showing students another way to think about the answer after they answer a problem correctly. As students demonstrate proficiency in early lessons about a topic, these scaffolds are gradually and strategically removed with the goal of independent transfer.

The scaffolding is designed to support conceptual understanding, when it is removed for more abstract problems, students are required to apply their knowledge and demonstrate their fluency.

Virtual Manipulatives

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

In order to support both conceptual and procedural understanding of mathematics, students use DreamBox virtual manipulatives to interact with mathematical structures and ideas to make sense of them concretely and abstractly. For example, young students use a place value "workspace" to make actual groups of ten, hundred, or thousands of digital objects. As another example, older students learning division with remainders pack hundreds of gumballs into bags. Once students demonstrate proficiency with these concrete representations and manipulating digital objects, they are required to demonstrate their understanding on more abstract problems without accessing the concrete visuals.

To ensure students are supported when thinking more abstractly, we often have transition lessons that start by asking students to answer the abstract problems, but still allow them to access the concrete 'workspace' if they need it. Ultimately, students must solve problems without the concrete representation in order to demonstrate proficiency in certain standards. In addition to honoring the Common Core Standard for Mathematical Practice 2 reason abstractly and quantitatively, this design element in DreamBox ensures students develop conceptual understanding and procedural skill in a very balanced way through contextual application.

Procedural understanding also requires elements of strategic thinking. Therefore, some DreamBox lessons increase in complexity by 1 limiting the number of "moves" a student can make when solving a problem or 2 asking students to complete a task optimally in the fewest number of moves. For example, when composing the number nine with concrete objects, a student who composes this number using nine single objects is demonstrating a different strategy and different thinking than a student who composes nine as $5 + 3 + 1$ or another student who represents $10 - 1$ with manipulatives. Once a student can count accurately by ones, she will encounter DreamBox lessons requiring her to compose those same numbers using the fewest moves, which is necessary for developing number sense, fluency, and grouping strategies.

These constraints are intellectually stimulating challenges because students must reconsider something they already know and are required to think about it in a different way. Even in

some of our highest-grade level content in which students are developing fluency in adding and subtracting negative fractions and decimals in a miniature golf game, students encounter windmills and other obstacles on the course that require more advanced thinking than they had demonstrated previously. The advanced critical thinking required in DreamBox ensures students' fluency is achieved through an understanding of important mathematical big ideas and concepts.

MODELING & SKILL MASTERY

As students progress through the DreamBox Learning Math curriculum, they deepen their understanding and mastery in:

- Counting and Cardinality
- Operations and Algebraic Thinking
- Number and Operations in Base Ten
- Number and Operations- Fractions
- Ratios and Proportional Relationships
- The Number System
- Expressions and Equations

Throughout our curriculum, DreamBox engages students in the Standards for Mathematical Practice, which describe habits of mind and processes that math educators at all levels seek to develop in students. The end goal is to provide students with the ability to think critically and mathematically in ways that lead to college and career readiness in an increasingly global community. The Standards for Mathematical Practice that are most strongly supported by DreamBox lessons:

- Make sense of problems and persevere in solving them: DreamBox virtual manipulatives are designed to help students make sense of mathematic concepts in innovative ways that aren't possible without technology. Our angle measurement manipulative and scaling number line are two examples available at www.dreambox.com/teachertools
- Reason abstractly and quantitatively.
- Model with mathematics: DreamBox lessons help students model the number system using our place value, open number line, and array models in addition to others.
- Attend to precision: Because DreamBox is developing number sense and mental math ability in addition to procedural fluency, many DreamBox lessons require students to provide reasonable estimates prior to executing computations. In addition, virtual manipulatives that help students understand rational numbers require students to answer with precision.
- Look for and make use of structure: In a classroom with 30 or more students, it is difficult for a single teacher to have confidence that every student has invested significant time and energy in the intellectual task of "looking for structure." DreamBox supports this practice because progress is entirely self-directed by students. DreamBox does not explicitly show students the mathematical structures that will help them solve problems because that hinders the development of their investigative capabilities. In DreamBox, students find the structure themselves and then use it.

DreamBox provides rigorous, engaging lessons along coherent learning pathways



- Sense-making through interactive exploration
- Open-ended problems

- Strategic critical thinking
- Independent problem solving

- Applying strategies with number sense
- Procedural, algorithmic, and fact fluency

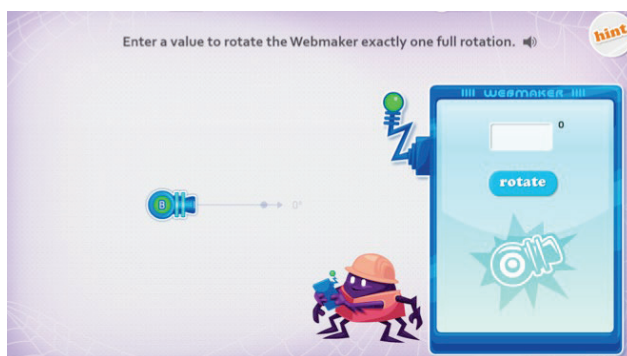
Intelligent Adaptive Engine™ responds in real time to how students solve problems

Both during and between lessons, DreamBox dynamically adapts and differentiates in real time based not only on students' answers, but also on how they solve problems.

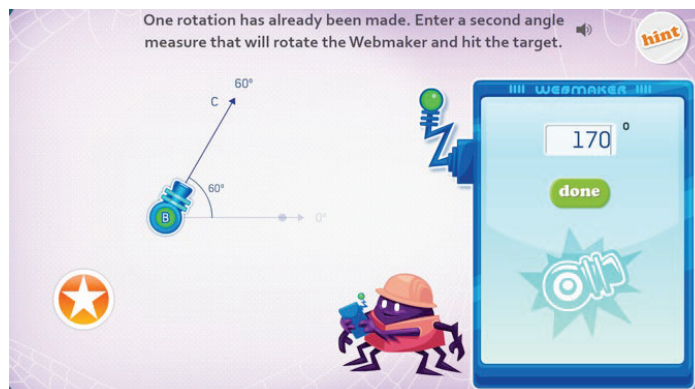
DreamBox continually analyzes key data about student answers and solution strategies, ensuring that lesson recommendations and scaffolding are tailored to individual levels of readiness and proficiency so that every student is learning at their own level of achievable challenge.

- DreamBox Learning Math lessons are designed to enable student use and retrieval of knowledge in both the short- and long-term - the foundation of the kind of active transfer needed for critical thinking and success in future learning Bransford, Brown, & Cocking, 2000. A coherent learning pathway through lessons includes four general elements, highlighted here in and example in which students engage informally in algebraic reasoning within the context of rotation and angle measurement.

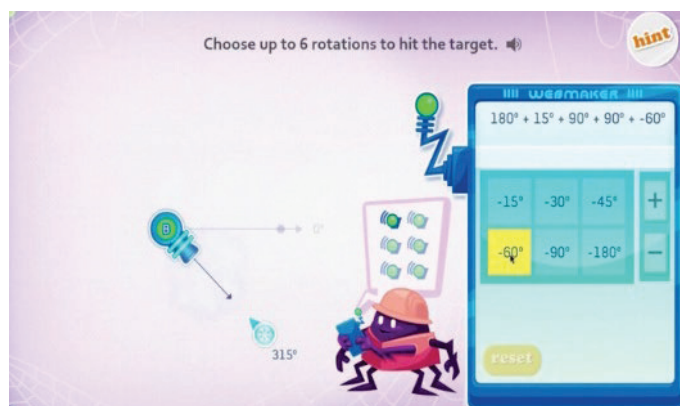
1. A tutorial with directions about how to use the virtual manipulative or play the game. In Figure 4a, students learn to use a rotation tool for creating angles by starting at 0 degrees. Students make sense of the connection between rotation and numerical measurement and use the defined ratio of 1 rotation = 360° to reason proportionally about benchmark angles such as 180° , 90° , 60° , 45° , and 30° . It can be accessed from a demo account by using Assignments, DreamBox Units -> Grade 4 -> Geometry -> Angle Measurement & Rotation -> Just Started Lesson.



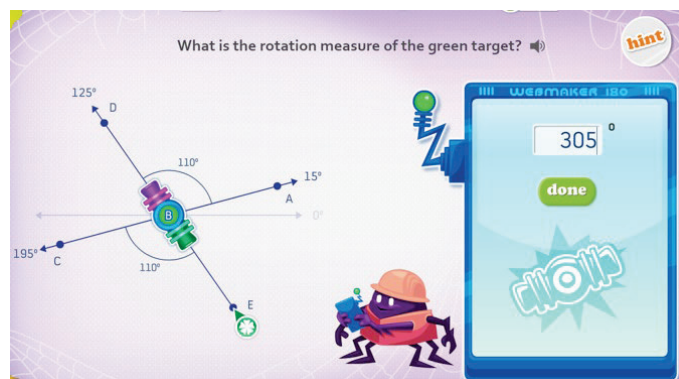
2. More challenging tasks use virtual manipulatives and workspaces. These require extending their knowledge from prior lessons and often enable students to use many different strategies while receiving scaffolded hints and feedback when necessary. Figure 4b shows how students must rotate the manipulative from a starting point other than 0 degrees to hit targets of varying sizes. This particular question is an informal "change unknown" situation that requires spatial reasoning skills to estimate the location of the target and use the starting value to determine the amount of rotation needed. It can be accessed from a demo account by using Assignments, DreamBox Units -> Grade 4 -> Geometry -> Angle Measurement & Rotation -> Review Lesson.



3. The same or similar tasks with constraints on manipulative use or different manipulatives for the same content - such as limitations on actions for optimal strategies - and less scaffolded support. In Figure 4c, students must compose a 315 degree angle using a combination of no more than six landmark rotations in either the positive or negative direction. As students choose angles, their expression is recorded and creates a visual referent for operations with integers. It can be accessed from a demo account by using Assignments, DreamBox Units -> Grade 5 -> Geometry -> Compose, Add, & Subtract Angles -> In-Progress Lesson.



4. Fluently solve complex problems with little or no scaffolded support in novel situations and for ongoing practice. Figure 4d shows how the game expands to create rays that point in opposite directions as students work with vertical angle congruence. These lessons require significant algebraic reasoning because students must use supplementary angle relationships from different starting points to answer "result unknown" and "change unknown" questions as well as locate specific rotations between 0-360 degrees. It can be accessed at www.dreambox.com/teachertools under the Seventh Grade Geometry Heading -> Supplementary and Vertical Angles.



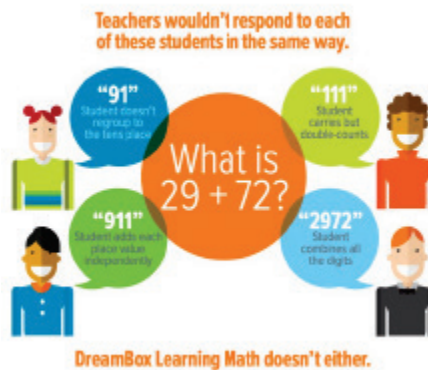
This intentional and research-based learning design ensures students are regularly activating prior knowledge and have opportunities to resolve cognitive dissonance, building more robust and interconnected understandings Bransford, Brown, & Cocking, 2000. In addition, DreamBox Learning Math leverages multiple lessons and virtual manipulatives to deepen conceptual understanding. As noted above, success in mathematics and algebra requires an

understanding of fractions, ratios, and proportional reasoning and flexible use of ideas across contexts. In addition to angle measurement, DreamBox Learning Math uses other contexts including money, time, bar models, a double number line, and a ratio table across which students make sense of fractions and proportional relationships.

7. Materials shall provide opportunities for differentiation to include intensive, explicit, and systematic instruction. These materials should be targeted specifically to selected areas of mathematics (number and number sense, computational fluency, problem solving).

The DreamBox Learning adaptive curriculum provides unique learning pathways for each student based on their ability. Teachers can also use Assignments to assign specific lessons for students needing reinforcement and extra practice. With Assignments, teachers can create differentiated assignments in DreamBox that align to the needs of the whole class, small group or individual student, and DreamBox will automatically tailor the lesson to align to each student's level of readiness.

This capability gives teachers a powerful new way to use the best digital curriculum available to engage your students with a more personalized experience while supporting their classroom lessons.



Intelligent Adaptive Learning

Because learning isn't linear, true personalization can't be. DreamBox Learning Math and its Intelligent Adaptive Learning™ technology enable the seamless integration of instruction and assessment before, during, and after each lesson. Individual, in-the-moment learning experiences are deeply personalized for every type of student to provide the right next lesson, at the right level of difficulty, at the right time.

The Intelligent Adaptive Learning technology tracks each student interaction and evaluates the strategies used to solve problems. It then immediately adjusts the lesson and the level of difficulty, scaffolding, sequencing, number of hints, and pacing as appropriate. This allows students, whether struggling, at grade level, or advanced, to progress at a pace that best benefits them and deepen conceptual understanding.

Thousands of data points are collected, analyzed, and acted upon during every hour a student uses DreamBox Learning Math. During the continuous assessment that happens in real-time on the Intelligent Adaptive Learning platform, DreamBox isn't simply recognizing right or wrong answers, DreamBox is also recording:

- Types and nature of mistakes
- Number of steps used
- Hints needed
- Scaffolding provided
- Efficiency of strategy
- And many other differentiating data points

Below, we provide an example of one very minute slice of the type of information our Intelligent Adaptive Learning platform analyzes every time a student enters DreamBox:

The following are examples of our Intelligent Adaptive Learning platform analyzing and differentiating based on strategies students use to solve problems every time they log into DreamBox.

DreamBox differentiates the lessons based on how students answer correctly. Beginner students may count by ones while more advanced students may count by tens. The Adaptive Learning platform takes this into account when creating a student's learning pathway.



DreamBox also differentiates when students answer questions wrong. However, the Adaptive Learning platform takes into account why they answered the question wrong and provides unique pathways for students based on their wrong answer.



Assignments for Differentiation

DreamBox Learning allows the ability for teachers to differentiate an assignment for their entire class, small group, or an individual student directly from the DreamBox Learning Insights Dashboard using the Assignments feature. Informed by data, simply choose a math topic for students to focus on, and DreamBox automatically differentiates their lessons based on each student's current progress in DreamBox. This capability gives teachers a powerful new way to use the best digital curriculum available to engage your students with a more personalized experience while supporting their classroom lessons.

8. The proposed solution shall allow teachers to monitor student progress in the resource. This will allow teachers to group students and/or assign additional topics as needed for remediation.

DreamBox Learning Math is an evidence-based solution for RtI that uses formative data to respond, in-the-moment of learning, to each student while providing educators with real-time progress monitoring tools. Use DreamBox Learning independently, in small groups, or with instructors to overcome math challenges at each of the three RtI tiers.

The DreamBox Learning adaptive curriculum provides unique learning pathways based on each for each student's ability. Teachers can also use Assignments to assign specific lessons for students needing reinforcement and extra practice. With Assignments™, teachers can create differentiated assignments in DreamBox that align to the needs of the whole class, small group or individual student, and DreamBox will automatically tailor the lesson to align to each student's level of readiness.

Assignments enables teachers to use up-to-date standards proficiency data to determine which of their students are ready for the assignment and which students might not need it. Lessons completed in the Assignments area will not impact a student's DreamBox recommended lessons. Assignments offers the perfect blend of adaptive engine and ability to align with instruction. As students drive their own personalized learning paths through DreamBox's recommended lessons, they will be able to easily identify and access their teacher's assignments. Teachers will be able to see which students completed their DreamBox assignments and how well each student performed.

With Assignments, you can leverage the power of DreamBox's proven K-8 digital math curriculum to:

Create DreamBox lesson assignments that align to:

- State and regional standards
- Popular print programs, including Eureka Math, EngageNY, Contexts for Learning Math, enVisionmath2.0, and GO Math!
- Interim assessments such as NWEA MAP growth
- Quantile framework scores
- DreamBox topics that support areas of need for your students

Set the length of an assignment to correspond to specific learning goals:

- Short-term assignments include one or two lessons and students have up to two weeks to complete them.
- Long-term assignments, intended to provide targeted intervention, continuously present students with lessons for up to 10 weeks or until they demonstrate proficiency.

Monitor student progress against goals by viewing:

- Time spent on the assignment
- Number of assigned lessons completed
- Total percentage of progress made

DreamBox Assignments is a great way to help you guide student learning. This tool enables teachers to give students up to two assignments at a time from across all DreamBox content.

Teachers can choose between **short-term assignments**, which include one to two lessons and are active up to 14 days, or **long-term assignments**, which continuously present students with lessons in the specified standard or cluster over several weeks or until they demonstrate proficiency in the standard(s).

To target a particular gap in students' learning, navigate to the **Standards** tab in the classroom view to see which standards your students have made progress in but haven't completed. These are indicated by half-filled blue circles. Hover over these circles to see exactly how far along a student is on the standard. Select the grade level at the top of the page to focus on identifying gaps from previous grade levels.

Overview Activity **Standards** Usage AssignFocus Roster

Grade 4 Grid View Print Export

Grade 4 Standards as of February 9, 2018	G		MD							NBT						NF						
	4.G.A.1	4.G.A.2	4.MD.A.1	4.MD.A.2	4.MD.B.4	4.MD.C.5	4.MD.C.6	4.MD.C.7	4.NBT.A.1	4.NBT.A.2	4.NBT.A.3	4.NBT.B.4	4.NBT.B.5	4.NBT.B.6	4.NF.A.1	4.NF.A.2	4.NF.B.3	4.NF.B.4	4.NF.C.5	4.NF.C.6	4.NF.C.7	
Proficient	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	
In Progress	1	0	0	0	1	1	0	1	1	1	1	0	1	1	1	0	0	0	0	0	0	
Students [3]																						
Jean Grey	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	
Natasha Romanova	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	
Peter Parker	◐	○	○	○	◐	◐	○	◐	◐	◐	◐	●	◐	◐	◐	○	○	○	○	○	○	

Peter Parker | 4.MD.C.7 | 55%

Standards Report: Math Block 1 - Atsberg, Ruben Close Report X

Standards Proficiency Updated as of August 14, 2020 (Today) Print Export

< K (0/15) 1 (0/1) 2 (0/22) 3 (0/2) 4 (0/26) 5 (0/21) 6 (0/25) 7 (0/15) 8 (0/18) ALG (0/15) >

GRADE 2 (0/22)

ADDITION & SUBTRACTION (18)

- Addition & Subtraction: Landmark Numbers Not Started
- Adding & Subtracting Groups of Tens Proficient
- Addition: Compensation Not Started
- Finding Groups of Tens Proficient
- Identify Number Pairs up to 200 Not Started
- Identifying Missing Tens In Progress (25%)
- Making Jumps of 10 Proficient
- Making Jumps of 3 to 9 Proficient
- Subtraction: Constant Difference Not Started
- Addition: Doubling Not Started
- Patterning with Numbers In Progress (70%)

COMPARISONS & ORDERING (1)

- Assessing Equality Proficient
- Compare Numbers up to 1000 Not Started
- Compare Numbers up to 500 Proficient
- Finding Equal Expressions Proficient
- Hundreds Charts to 500 Proficient
- Hundreds Charts to 1000 Not Started
- Placing Multiples of 10 on a Number Line to 100 Proficient

PLACE VALUE (2)

- Place Value to 1000 In Progress (50%)
- Place Value to 500 In Progress (50%)

III. TECHNICAL SPECIFICATIONS

A. User Interface

1. Browser Support – the proposed solution shall:

a. Have compatibility with the current versions of multiple browsers- at minimum, current versions of Edge, Safari, and Chrome browsers.

Operating System

Chrome OS (auto-updated), Windows 7+, Mac OS 10.10+

Browser

The latest versions of Chrome, Edge, Safari, Firefox, and Internet Explorer 11 - as well as the current ESR version of Firefox - are always supported.

Note: Internet Explorer users may notice a degraded experience with graphics and audio and are highly encouraged to switch to a more modern browser.

b. Maintain compatibility with listed browsers and future versions/updates/releases of the listed browsers for the duration of the contract.

Agreed.

c. Only require standard browser plugins.

No plug-ins are required to use DreamBox Learning.

2. The proposed solution will be compliant with the Americans with Disabilities Act requirements for accessibility.

DreamBox is committed to helping every student learn. We have already taken several steps to make our software more accessible to students with disabilities of various types. For example, DreamBox is designed to adapt to account for the prior knowledge of each learner, regardless of their assigned grade level or age. In addition, our visual design follows careful guidelines regarding color and contrast, flash rates, and consistency of icons and controls. For the majority of lessons in the program, timed responses are not required. Currently, all directions and instructions in DreamBox are communicated in audio, with most of them provided in text for grades 3 and up. Closed captioning for all educational content is available for students in both English and Spanish. Students are able to enable, from their own learning environment, closed captioning with and without audio to expand our accommodations for many students who need on screen text to improve their mathematics comprehension.

Despite the accommodations mentioned above, our software does not currently, on a stand-alone basis, meet all of the requirements of the WCAG standards. Given that a substantial portion of our product is highly graphical and highly interactive, there are inherent challenges in meeting some of the specific WCAG requirements. However, we are continuing to work with educators and technology experts to make advances in this area and ensure that DreamBox provides the maximum benefit for every student.

DreamBox Learning VPAT

Products – Detail VPAT™ Voluntary Product Accessibility Template®		
Section 1194.21 Software Applications and Operating Systems – Detail		
Criteria	Supporting Features	Remarks and Explanations
(a) When software is designed to run on a system that has a keyboard, product functions shall be executable from a keyboard where the function itself or the result of performing a function can be discerned textually.	Supported	
(b) Applications shall not disrupt or disable activated features of other products that are identified as accessibility features, where those features are developed and documented according to industry standards. Applications also shall not disrupt or disable activated features of any operating system that are identified as accessibility features where the application programming interface for those accessibility features has been documented by the manufacturer of the operating system and is available to the product developer.	Supported	
(c) A well-defined on-screen indication of the current focus shall be provided that moves among interactive interface elements as the input focus changes. The focus shall be programmatically exposed so that Assistive Technology can track focus and focus changes.	Partial Support	<i>Full Support planned in a future release. Currently, interactive elements – including the current focus – are visually distinguished with a well-defined highlight. Students can use the “Help” button to view all currently interactive elements.</i>
(d) Sufficient information about a user interface element including the identity, operation and state of the element shall be available to Assistive Technology. When an image represents a program element, the information conveyed by the image must also be available in text.	Full Support planned in a future release	
(e) When bitmap images are used to identify controls, status indicators, or other programmatic elements, the meaning assigned to those images shall be consistent throughout an application's performance.	Supported	
(f) Textual information shall be provided through operating system functions for displaying text. The minimum information that shall be made available is text content, text input caret location, and text attributes.	Full Support planned in a future release	
(g) Applications shall not override user selected contrast and color ATTACHMENT 2 selections and other individual display attributes.	Supported	

(h) When animation is displayed, the information shall be displayable in at least one non-animated presentation mode at the option of the user.	Supported	Upon request, we can provide transcripts for any concept video animation
(i) Color coding shall not be used as the only means of conveying information, indicating an action, prompting a response, or distinguishing a visual element.	Supported	
(j) When a product permits a user to adjust color and contrast settings, a variety of color selections capable of producing a range of contrast levels shall be provided.	Not Applicable	
(k) Software shall not use flashing or blinking text, objects, or other elements having a flash or blink frequency greater than 2 Hz and lower than 55 Hz.	Supported	
(l) When electronic forms are used, the form shall allow people using Assistive Technology to access the information, field elements, and functionality required for completion and submission of the form, including all directions and cues.	Not Applicable	
Section 1194.22 Web-based Internet information and applications – Detail		
(a) A text equivalent for every non-text element shall be provided (e.g., via "alt", "longdesc", or in element content).	Full Support planned in a future release	
(b) Equivalent alternatives for any multimedia presentation shall be synchronized with the presentation.	Full Support planned in a future release	
(c) Web pages shall be designed so that all information conveyed with color is also available without color, for example from context or markup.	Full Support planned in a future release	
(d) Documents shall be organized so they are readable without requiring an associated style sheet.	Full Support planned in a future release	
(e) Redundant text links shall be provided for each active region of a server-side image map.	Not Applicable	
(f) Client-side image maps shall be provided instead of server-side image maps except where the regions cannot be defined with an available geometric shape.	Not Applicable	
(g) Row and column headers shall be identified for data tables.	Supported	
(h) Markup shall be used to associate data cells and header cells for data tables that have two or more logical levels of row or column headers.	Not Applicable	

(i) Frames shall be titled with text that facilitates frame identification and navigation	Not Applicable	
(j) Pages shall be designed to avoid causing the screen to flicker with a frequency greater than 2 Hz and lower than 55 Hz.	Supported	
(k) A text-only page, with equivalent information or functionality, shall be provided to make a web site comply with the provisions of this part, when compliance cannot be accomplished in any other way. The content of the text-only page shall be updated whenever the primary page changes.	Not Applicable	
(l) When pages utilize scripting languages to display content, or to create interface elements, the information provided by the script shall be identified with functional text that can be read by Assistive Technology.	Full Support planned in a future release	
(m) When a web page requires that an applet, plug-in or other application be present on the client system to interpret page content, the page must provide a link to a plug-in or applet that complies with §1194.21(a) through (l).	Supported	
(n) When electronic forms are designed to be completed on-line, the form shall allow people using Assistive Technology to access the information, field elements, and functionality required for completion and submission of the form, including all directions and cues.	Not Applicable	
(o) A method shall be provided that permits users to skip repetitive navigation links.	Not Applicable	
(p) When a timed response is required, the user shall be alerted and given sufficient time to indicate more time is required.	Partial Support	For the majority of lessons in the program, timed responses are not required. In the learning games with a time element, students are alerted to the time requirement, without an ability to indicate more time is required.
(n/a) Section 1194.23 Telecommunications Products – Detail		
(a) Telecommunications products or systems which provide a function allowing voice communication and which do not themselves provide a TTY functionality shall provide a standard non-acoustic connection point for TTYs. Microphones shall be capable of being turned on and off to allow the user to intermix speech with TTY use.	Not Applicable	
(b) Telecommunications products which include voice communication functionality shall support all commonly used	Not Applicable	

cross-manufacturer non-proprietary standard TTY signal protocols.		
(c) Voice mail, auto-attendant, and interactive voice response telecommunications systems shall be usable by TTY users with their TTYs.	Not Applicable	
(d) Voice mail, messaging, auto-attendant, and interactive voice response telecommunications systems that require a response from a user within a time interval, shall give an alert when the time interval is about to run out, and shall provide sufficient time for the user to indicate more time is required.	Not Applicable	
(e) Where provided, caller identification and similar telecommunications functions shall also be available for users of TTYs, and for users who cannot see displays.	Not Applicable	
(f) For transmitted voice signals, telecommunications products shall provide a gain adjustable up to a minimum of 20 dB. For incremental volume control, at least one intermediate step of 12 dB of gain shall be provided.	Not Applicable	
(g) If the telecommunications product allows a user to adjust the receive volume, a function shall be provided to automatically reset the volume to the default level after every use.	Not Applicable	
(h) Where a telecommunications product delivers output by an audio transducer which is normally held up to the ear, a means for effective magnetic wireless coupling to hearing technologies shall be provided.	Not Applicable	
(i) Interference to hearing technologies (including hearing aids, cochlear implants, and assistive listening devices) shall be reduced to the lowest possible level that allows a user of hearing technologies to utilize the telecommunications product.	Not Applicable	
(j) Products that transmit or conduct information or communication, shall pass through cross-manufacturer, non-proprietary, industry-standard codes, translation protocols, formats or other information necessary to provide the information or communication in a usable format. Technologies which use encoding, signal compression, format transformation, or similar techniques shall not remove information needed for access or shall restore it upon delivery.	Not Applicable	
(k)(1) Products which have mechanically operated controls or keys shall comply with the following: Controls and Keys shall be tactilely discernible without activating the controls or keys.	Not Applicable	
(k)(2) Products which have mechanically operated controls or keys shall comply with the following: Controls and Keys shall be operable with one hand and shall not require tight grasping, pinching, twisting of the wrist. The force required to activate controls and keys shall be 5 lbs. (22.2N) maximum.	Not Applicable	

(k)(3) Products which have mechanically operated controls or keys shall comply with the following: If key repeat is supported, the delay before repeat shall be adjustable to at least 2 seconds. Key repeat rate shall be adjustable to 2 seconds per character.	Not Applicable	
(k)(4) Products which have mechanically operated controls or keys shall comply with the following: The status of all locking or toggle controls or keys shall be visually discernible, and discernible either through touch or sound.	Not Applicable	
Section 1194.24 Video and Multi-media		
a) All analog television displays 13 inches and larger, and computer equipment that includes analog television receiver or display circuitry, shall be equipped with caption decoder circuitry which appropriately receives, decodes, and displays closed captions from broadcast, cable, videotape, and DVD signals. As soon as practicable, but not later than July 1, 2002, widescreen digital television (DTV) displays measuring at least 7.8 inches vertically, DTV sets with conventional displays measuring at least 13 inches vertically, and stand-alone DTV tuners, whether or not they are marketed with display screens, and computer equipment that includes DTV receiver or display circuitry, shall be equipped with caption decoder circuitry which appropriately receives, decodes, and displays closed captions from broadcast, cable, videotape, and DVD signals.	Not Applicable	
(b) Television tuners, including tuner cards for use in computers, shall be equipped with secondary audio program playback circuitry.	Not Applicable	
(c) All training and informational video and multimedia productions which support the agency's mission, regardless of format, that contain speech or other audio information necessary for the comprehension of the content, shall be open or closed captioned.	Supported	Closed captioning for all educational content is available for students in both English and Spanish. Students are able to enable, from their own learning environment, closed captioning with and without audio.
(d) All training and informational video and multimedia productions which support the agency's mission, regardless of format, that contain visual information necessary for the comprehension of the content, shall be audio described.	Partial Support	All lessons are "multimedia productions." They are often described for the user, but not with the necessary detail for a significantly visually impaired user to visualize each manipulative.
(e) Display or presentation of alternate text presentation or audio descriptions shall be user-selectable unless permanent.	Supported	Closed captioning for all educational content is available for students in both

		English and Spanish. Students are able to enable, from their own learning environment, closed captioning with and without audio.
Section 1194.25 Self-Contained, Closed		
(a) Self contained products shall be usable by people with disabilities without requiring an end-user to attach Assistive Technology to the product. Personal headsets for private listening are not Assistive Technology.	Not Applicable	
(b) When a timed response is required, the user shall be alerted and given sufficient time to indicate more time is required.	Not Applicable	
(c) Where a product utilizes touchscreens or contact-sensitive controls, an input method shall be provided that complies with §1194.23 (k) (1) through (4).	Not Applicable	
(d) When biometric forms of user identification or control are used, an alternative form of identification or activation, which does not require the user to possess particular biological characteristics, shall also be provided.	Not Applicable	
(e) When products provide auditory output, the audio signal shall be provided at a standard signal level through an industry standard connector that will allow for private listening. The product must provide the ability to interrupt, pause, and restart the audio at anytime.	Not Applicable	
(f) When products deliver voice output in a public area, incremental volume control shall be provided with output amplification up to a level of at least 55 dB. Where the ambient noise level of the environment is above 45 dB, a volume gain of at least 20 dB above the ambient level shall be user selectable. A function shall be provided to automatically reset the volume to the default level after every use.	Not Applicable	
(g) Color coding shall not be used as the only means of conveying information, indicating an action, prompting a response, or distinguishing a visual element.	Not Applicable	
(h) When a product permits a user to adjust color and contrast settings, a range of color selections capable of producing a variety of contrast levels shall be provided.	Not Applicable	
(i) Products shall be designed to avoid causing the screen to flicker with a frequency greater than 2 Hz and lower than 55 Hz.	Not Applicable	

(j)(1) Products which are freestanding, non-portable, and intended to be used in one location and which have operable controls shall comply with the following: The position of any operable control shall be determined with respect to a vertical plane, which is 48 inches in length, centered on the operable control, and at the maximum protrusion of the product within the 48 inch length on products which are freestanding, non-portable, and intended to be used in one location and which have operable controls.	Not Applicable	
(j)(2) Products which are freestanding, non-portable, and intended to be used in one location and which have operable controls shall comply with the following: Where any operable control is 10 inches or less behind the reference plane, the height shall be 54 inches maximum and 15 inches minimum above the floor.	Not Applicable	
(j)(3) Products which are freestanding, non-portable, and intended to be used in one location and which have operable controls shall comply with the following: Where any operable control is more than 10 inches and not more than 24 inches behind the reference plane, the height shall be 46 inches maximum and 15 inches minimum above the floor.	Not Applicable	
(j)(4) Products which are freestanding, non-portable, and intended to be used in one location and which have operable controls shall comply with the following: Operable controls shall not be more than 24 inches behind the reference plane.	Not Applicable	
Section 1194.26 Desktop and Portable Computers – Detail		
(a) All mechanically operated controls and keys shall comply with §1194.23 (k) (1) through (4).	Not Applicable	
(b) If a product utilizes touchscreens or touch-operated controls, an input method shall be provided that complies with §1194.23 (k) (1) through (4).	Supported	
(c) When biometric forms of user identification or control are used, an alternative form of identification or activation, which does not require the user to possess particular biological characteristics, shall also be provided.	Not Applicable	
(d) Where provided, at least one of each type of expansion slots, ports and connectors shall comply with publicly available industry standards	Not Applicable	
Section 1194.31 Functional Performance Criteria – Detail		

(a) At least one mode of operation and information retrieval that does not require user vision shall be provided, or support for Assistive Technology used by people who are blind or visually impaired shall be provided.	Not Supported	The program supports the needs of visually impaired users, but not significantly visually impaired users (lack of vision)
(b) At least one mode of operation and information retrieval that does not require visual acuity greater than 20/70 shall be provided in audio and enlarged print output working together or independently, or support for Assistive Technology used by people who are visually impaired shall be provided.	Full Support planned in future version	
(c) At least one mode of operation and information retrieval that does not require user hearing shall be provided, or support for Assistive Technology used by people who are deaf or hard of hearing shall be provided	Supported	Closed captioning for all educational content is available for students in both English and Spanish. Students are able to enable, from their own learning environment, closed captioning with and without audio.
(d) Where audio information is important for the use of a product, at least one mode of operation and information retrieval shall be provided in an enhanced auditory fashion, or support for assistive hearing devices shall be provided.	Not Applicable	
(e) At least one mode of operation and information retrieval that does not require user speech shall be provided, or support for Assistive Technology used by people with disabilities shall be provided.	Not Applicable	
(f) At least one mode of operation and information retrieval that does not require fine motor control or simultaneous actions and that is operable with limited reach and strength shall be provided.	Supported	In addition to working with enhanced input devices, we also utilize large buttons and tap targets.
Section 1194.41 Information, Documentation and Support – Detail		
(a) Product support documentation provided to end-users shall be made available in alternate formats upon request, at no additional charge	Supported	
(b) End-users shall have access to a description of the accessibility and compatibility features of products in alternate formats or alternate methods upon request, at no additional charge.	Supported	
(c) Support services for products shall accommodate the communication needs of end-users with disabilities.	Supported	

3. The proposed solution shall be cloud-based and delivered via the Internet over wireless LANs to the client's browser.

DreamBox is a cloud-based SAS (Software as a Service) application. No downloadable or installed applications is needed: all interaction takes place through a standard web browser (or optional iPad app). Bandwidth requirements assume clients are connecting over WiFi and using shared broadband internet access.

4. The proposed solution shall provide an intuitive user interface that allows for ease of use by teachers and students.

The Insight Dashboard is an intuitive interface to view progress reports and usage data of DreamBox students, to make manual edits to roster and student information, and to assign specific lessons to students using our Assignments feature. The reports provide a comprehensive picture of students' proficiency in target academic standards so that educators can make informed decisions on how to support individual and classroom-level learning.

The Insight Dashboard is available to all school or district DreamBox administrators, teachers, parents, and home subscribers. The Administrator Insight Dashboard, Teacher Insight Dashboard, and Family Insight Dashboard are aesthetically identical, but some rights and reports are exclusive to certain roles.

DreamBox recently released an updated version of the Insights Dashboard on July 1, 2020.

After extensive research with feedback from many of our customers, we identify key changes that needed to be made to the Insight Dashboard. We identified four principles for the refresh: Make the Insight Dashboard Relevant, Easy to Navigate, Timely and Actionable.

- **Relevant:** The new Home Page brings together educator data about their class for the week into a single view that they can easily scroll through to plan their day-to-day.
- **Easy to Navigate:** A new filter-style navigation design makes it easy to find exactly what you're looking for.
- **Timely:** Customer feedback told us we needed a clear split between "what's going on right now" and "data about this school year". To that end, we've moved monthly reports into the "Reports" Page and we've created the new "Home" Page for educators with classrooms to view data from this week and last week about each of their classes.
- **Actionable:** The Insight Dashboard will easily direct you to actions you can take within DreamBox or information that can inform in-class opportunities.

5. The proposed solution shall support mobile technology including but not limited to the specific mobile devices currently used in HCPS (iOS, Chromebooks, Windows, and Android Platforms)

Students can play DreamBox on all computers, laptops, and Chromebooks through an internet browser and on all iPad tablets since iPad 2 2011 through our DreamBox Math apps. At this time, DreamBox is not available on Android tablets and smartphones.

B. INTEGRATION

1. The proposed solution shall provide methods for user account administration that are easy to use and maintain.

Many of our customers utilize an automated rostering method, such as Clever, to integrate a Single Sign-On capability for their LMS. Once your LMS or SIS has integrated with Clever, and we have successfully pulled DreamBox roster data from Clever, then DreamBox will appear as an icon in your already established Single Sign-On portal.

We also have customers utilizing an in-house automated rostering system, called ARM Automated Roster Management. This requires some direct integration with your roster files CSV to a nightly file drop in our system. Single Sign-On is available, again with the SAML 2.0 authentication, through an exchange of metadata URLs and integration of the SSO capability. We have customers who use the ARM method to utilize the SSO some are using Canvas, others have different SIS or LMS systems, but all have a SAML 2.0 authentication method.

2. The proposed solution shall support a single sign-on solution that does not require staff or students to have a separate account or password for accessing the vendor's application.

Per the current guidance from NIST (<https://pages.nist.gov/800-63-3/sp800-63b.html>), we require long passwords with no character set composition requirements or periodic changes. We don't allow all-same-character or monotonically increasing or decreasing passwords. All passwords are hidden or obscured on screen.

Students who log in to DreamBox via SSO do not need to enter a DreamBox specific username and password. However, our system is currently equipped so that the DreamBox username/password option is constantly available. We ask schools to communicate the preferred log in method to their users.

It's also important to note that DreamBox does not have access to SSO username/passwords. Thus, if students or parents call in unable to log in to their accounts, we are unable to assist with SSO logins and refer them to the teacher or school.

3. The proposed solution shall allow for LTI, Azure Active Directory or LDAP as a method of authentication and authorization.

DreamBox provides an SAML 2.0 single sign-on solution. We typically meet the needs of SSO LTI V1.2 i.e., student access to DreamBox VIA the LMS through a Clever or an SAML integration.

4. The proposed solution shall provide a means to identify the individual or client using the application, authenticate the individual and determine the authorities and rights granted to that individual as well as a reporting engine for tracking usage and progress.

There are several ways to set up classrooms and classroom rosters in DreamBox. You can select an automated roster management option or upload and manage rosters directly through your DreamBox Insight Dashboard. Districts interested in exploring single sign-on options, you will need to use one of the automated roster management options to set up your rosters.

DreamBox uses a tiered system of role-based access, ensuring that each authenticated individual can only gain access to those data that are within their authorized scope. Strong access credentials are required, and modification of those credentials are protected against brute-force attack with Captcha interpolation.

Data received from or modified by the district - referred to generically as roster data - is captured as change sets from a feed. The application of these changes can be tracked in a detailed audit log. Manual edits by DreamBox administrators can be tracked back to individual staff and a specific point in time.

The Insight Dashboard is available to all school or district DreamBox administrators, teachers, parents and home subscribers. The Administrator Insight Dashboard, Teacher Insight Dashboard, and Family Insight Dashboard are aesthetically identical, but some rights and reports are exclusive to certain roles.

5. Any requirements for student, staff, course, roster or school information must be supported through a common specification. The exchange of data must be through a common protocol and not require the installation of vendor-specific software in the HCPS internal infrastructure. HCPS currently supports the following means of exchanging student information in order of preference but will accept other non-vendor specific protocols:

a. LTI integration as a Tool Provider(TP) with our LMS Solution (Schoology)

DreamBox provides an SAML 2.0 single sign-on solution. We typically meet the needs of SSO LTI V1.2 i.e., student access to DreamBox VIA the LMS through a Clever or an SAML integration.

b. SIF - Student Information framework

DreamBox Automated Roster Management automates the secure transfer of student rosters between your Student Information System (SIS) and DreamBox via a single file, or two file format, to our SFTP site. In the single file format, Schools, classrooms, teachers, and students will all be listed together in one file and can be organized by object type or by school.

We also support the sharing of roster data using Clever or ClassLink, and your district may choose to use the OneRoster common specification format with these providers.

c. Exchange of information through Clever - a third party vendor for exchanging common data for school systems; The Successful Offeror is responsible for any costs incurred with Clever implementation.

Clever automates the secure transfer of student rosters between your Student Information System (SIS) and DreamBox. This enables continuously updated roster information in learning programs with single sign-on access (SSO) for students and teachers. We recommend using Clever to update rosters if you would like to share rosters for an entire school or multiple schools. Additionally, creating your sections and administrators through Clever gives you control over your data and permissions.

We also have customers utilizing an in-house automated rostering system, called ARM Automated Roster Management. This requires some direct integration with your roster files CSV to a nightly file drop in our system. Single Sign-On is available, again with the SAML 2.0

authentication, through an exchange of metadata URLs and integration of the SSO capability. We have customers who use the ARM method to utilize the SSO some are using Canvas, others have different SIS or LMS systems, but all have a SAML 2.0 authentication method.

d. API integration with our SIS, PowerSchool.

We don't have direct API integrations to 3rd party analytics/reporting tools. However, reports can be exported as CSVs from the educator dashboard and loaded into other 3rd party tools for analysis.

e. File exchange to a vendor-supported sFTP server.

DreamBox can provide student usage and proficiency data in the form of CSV extracts to be loaded into a district data warehouse. These reports can be provided via SFTP or FTPS. The reports can be automated to generate on a daily, weekly or monthly basis, but the reports are not available to be pulled on demand nor on a schedule more frequent than every 24 hours.

6. No additional fees may be charge to HCPS for data integration.

No additional fee is required.

7. Solutions that allow for seamless integration of their product through the IMS Global interoperability standards are preferred.

Our Product Management team has been closely following the work IMS has been doing on LTI and OneRoster. We have not joined IMS since we haven't needed to provide different or unique guidance to the group. However, we are closely monitoring their progress and will join the organization if it makes sense for us to do so in the future. While we are not currently members of IMS, we do support their technologies, currently have OneRoster as a rostering option in a closed beta, and will look to incorporate their technologies that are applicable to DreamBox and our customers.

If your entire school or several schools in your district will be using DreamBox, we recommend choosing one of our two automated options to manage your rosters: **Clever Automated Roster Management** or **DreamBox Automated Roster Management**. Clever automates the secure transfer of student rosters between your Student Information System (SIS) and DreamBox. This enables continuously updated roster information in learning programs with single sign-on access for students and teachers. We recommend using Clever to update rosters if you would like to share rosters for an entire school or multiple schools.

Clever is FERPA compliant, allowing you to securely maintain student rosters throughout the year so your teachers can concentrate on instruction. This service is offered at no extra cost to you, and even **supports receiving data by Secure FTP**.


DreamBox supports rostering through **ClassLink**. ClassLink is an IMS global certified SSO solution. ClassLink integrates with a district's roster data, enabling them to share securely with other learning providers, using the OneRoster file format. DreamBox integrates with ClassLink via DreamBox ARM (automated roster management), our in-house automation solution to pull roster data into our provisioning system using SFTP, where it is reviewed by our support team prior to processing any changes.


While the OneRoster is a commonly used format for many districts, we cannot currently support receiving files directly from districts. For the 2021-22 school year, we will only support receiving OneRoster files for those clients who share this data through ClassLink.

See the following pages for more information on rostering in DreamBox Learning.

Rostering Options for DreamBox

EASILY MANAGE ROSTERS AND CLASSROOMS WITH ONE OF THE FOLLOWING METHODS





There are several options for setting up classrooms and classroom rosters in DreamBox Learning® Math. Whether you prefer Single Sign On (SSO), want to share data across multiple vendors, or want to manage rosters manually - we have the solution for you. With one manual, and three automated rostering methods, DreamBox is easily implemented in any school or district.

THERE ARE THREE WAYS TO UPDATE ROSTERS AUTOMATICALLY IN DREAMBOX

If your entire school or several schools in your district will be using DreamBox, we recommend you choose one of the three automated options. Each allows you to share files directly, weekly, or as needed. When you share and update rosters this way, teachers see updates inside DreamBox within one business day. To enable SSO with DreamBox, one of these options must be used.

- **DreamBox Automated Roster Management (ARM):** With DreamBox ARM, your district sends roster data in a CSV file directly to DreamBox through Secure FTP upload. The roster data is placed into our provisioning system and our Client Success team reviews and processes the updates. However, if an individual school chooses to use ARM, the entire district must also use this method.
- **ClassLink :** ClassLink is an IMS Global certified single sign-on solution. ClassLink's Roster Server integrates with a district's roster data, enabling them to share securely with other learning providers using open data standards. DreamBox integrates with ClassLink to pull roster data into our provisioning system, where it is reviewed by our Client Success team prior to processing any changes. This rostering method cannot be combined with other methods.
- **Clever® Automated Roster Management:** Clever is a secure, FERPA-compliant, third-party database that can integrate with select student information systems and accepts files through Secure FTP upload. Clever allows you to share some roster data with DreamBox and share additional roster data with different applications. DreamBox integrates with Clever to pull roster data into our provisioning system, where it is reviewed by our Client Success team prior to processing any changes.

With one manual, and three automated rostering methods, DreamBox is easily implemented in any school or district.

ROSTERS CAN ALSO BE PROVISIONED AND UPDATED MANUALLY

• **Insight Roster Upload (IRU):** If you prefer to update your rosters manually, you can load and manage classroom rosters using the IRU option in your Insight Dashboard. The IRU will create your rosters, but you will manage them using the tools in your dashboard. IRU is a good option if you purchased individual seats within a single district, want to create specialty classrooms that do not exist in your Student Information System (SIS), or want to create teacher accounts and classrooms to which you can manually create and add students as needed.

WHICH PROVISIONING AND ROSTER MANAGEMENT OPTION IS BEST FOR YOU?

Use the table below to determine the best method for setting up your classroom rosters in DreamBox Learning Math.

If you want to automate rostering, use one of the following options:		
If you are a school or district and would like to automate your rostering and have changes made by your IT staff, choose one of the following options. With these options, changes are reflected in 1 business day.		
DREAMBOX AUTOMATED ROSTER MANAGEMENT*	CLEVER® AUTOMATED ROSTER MANAGEMENT:	CLASSLINK (COMING JULY 1, 2020)*
This is a great options for schools and districts that want to automate rostering, but do not currently use ClassLink or Clever.	Schools and districts use Clever because it enables them to easily share data across multiple vendors. If you use Clever, use it with DreamBox.	Schools and districts use ClassLink because it enables them to easily share data across multiple vendors. If you use ClassLink, use it with DreamBox.
<p>• How it works:</p> <ul style="list-style-type: none"> • Select and share only the schools and sections you want in DreamBox • Send your roster data directly through a secure FTP upload • Configure SSO to use with DreamBox, if desired 	<p>• How it works:</p> <ul style="list-style-type: none"> • Select and share only the schools and sections you want in DreamBox • Configure SSO to use with DreamBox, if desired 	<p>• How it works:</p> <ul style="list-style-type: none"> • Select and share only the schools and sections you want in DreamBox • Configure SSO to use with DreamBox, if desired

If want to manually manage rostering, use the Insight Roster Upload option	
If you are signing up just a few classrooms, or want individual teachers to make roster changes, use the Insight Roster Upload option for rostering. With this option, changes are reflected in 3-6 business days.	
INSIGHT ROSTER UPLOAD	How it works
<ul style="list-style-type: none"> • Allows teachers to make individual roster changes • Can be used in combination with Clever, but is not compatible with SSO 	<ul style="list-style-type: none"> • Download a template file from your administrator Insight Dashboard • Prepare your student and teacher file using the template provided and upload it in the dashboard.

*May not be used in combination with other rostering options.

C. INFRASTRUCTURE AND SYSTEM ADMINISTRATION

1. HCPS’s preference is a SaaS system and hosting the solution on a 3rd party, such as AWS or Azure, is acceptable.

DreamBox Learning Math is a hosted, cloud service that runs on Amazon Web Services (AWS) data centers. DreamBox takes advantage of the available features of the AWS cloud offering. Our application servers are implemented as groups of individual nodes, which can scale up and down in quantity in response to load, or a set schedule, known as an auto-scaling-group or ASG. These are presented behind a load balancer array, providing at least two access points to customers, all of which resolve as a single address (play.dreambox.com, for instance). The ASGs are built across multiple AWS data centers (availability zones in their

terminology) and provisioned so that we could lose the use of all servers in a data center without a noticeable performance impact.

Within our AWS implementation, we use virtual private cloud isolation, a strict Access Control List and separate AWS accounts to ensure that only intended paths can be used for accessing or processing customer data.

Our data stores are replicated across multiple instances, each in a different AWS availability zone, and at least one replica is maintained in a separate AWS region (US West Coast and the default US East Coast.) This gives us the ability to quickly bring the service back online, even in the (extraordinarily unlikely) case of an entire AWS region going offline.

2. The proposed solution will provide a secure, web-based system for data in transit and at rest.

All data is encrypted in transit and at rest. Server encryption (and external-facing in-flight encryption) uses certificates with root cert from AWS. Internal encryption uses stand-alone public/private keypairs. At-rest encryption is based on certificates and keys from AWS. All application data are encrypted at rest using AES-256. Application data are encrypted in transit using TLS 1.2. The supported ciphers are restricted to the smallest possible subset necessary to support modern browsers, and the overall implementation is graded as A, using online tools such as Secure Socket Layer (SSL) Labs (Qualys). In addition to stream encryption, user passwords are encrypted with application keys and salted in storage.

We use industry-standard SSL encryption technology to safeguard the account registration and sign-up information. Software and site configuration are tested for known vulnerabilities and patterns per the OWASP model, both during development and in place. Audit logs are maintained for admin and other secure access, and those logs are securely transferred to a lockbox account that cannot be accessed directly from the primary DreamBox AWS account. At all times, sensitive customer data remain within the protected AWS environment. Outgoing data to customers is only delivered through authenticated SSL and HTTPS connections to the DreamBox site, or through encrypted delivery of report files.

3. Successful Offeror(s) will document compliance with all local, state, and federal laws related to student data privacy.

DreamBox Learning complies with FERPA, COPPA, CCPA, SOPIPA and all other applicable federal and state regulations pertaining to privacy, data handling, student data and education. See our full policy here: <https://www.dreambox.com/privacy-policy>

4. The proposed solution shall contain neither commercial content nor serve as a vehicle to market goods and services.

DreamBox Learning contains no commercial content, nor does it serve as a vehicle to market goods and services.

5. Web Accessibility

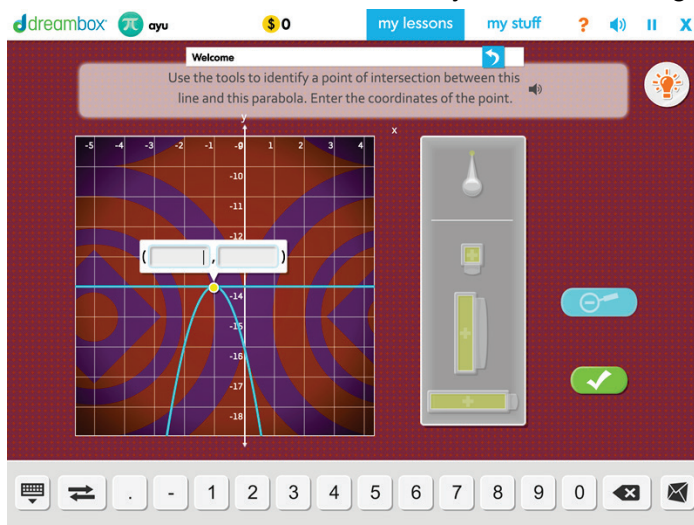
The digital math resource must comply with the Information Technology Accessibility Act (Code of Virginia - 2-2-3500) which requires that information technology developed, purchased, or provided is accessible to individuals with disabilities.

- a. The solution shall be accessible to persons with disabilities, including:
 - i. Blindness, color blindness, visual impairment
 - ii. Deafness, hearing impairment
 - iii. Speech impairment
 - iv. Mobility, strength, dexterity or reach impairment
- b. The solution shall support the use of commonly available screen readers.
- c. The solution shall comply with Federal Web Accessibility Standards (part of Section 508 of the Rehabilitation Act).
- d. The solution shall meet Level A and Level AA guidelines as specified by the W3C's WCAG 2.0 guidelines.

DreamBox is committed to helping every student learn. We have already taken several steps to make our software more accessible to students with disabilities of various types. For example, DreamBox is designed to account for the prior knowledge of each student, regardless of their assigned grade level or age. In addition, our visual design follows careful guidelines regarding color and contrast, flash rates and consistency of icons and controls. For the majority of lessons in the program, timed responses are not required. Currently, all directions and instructions in DreamBox are communicated in audio, with most of them also provided in text for grades 3 and up. Closed captioning for all educational content is available for students in both English and Spanish.

From their own learning environment, students can enable closed-captioning with and without audio. Closed-captioning expands our accommodations for many students who need on-screen text to improve their mathematics comprehension.

DreamBox now includes an on-screen keyboard made just for math that can be accessed by students on any supported device. The keyboard is flexible and shows just the right type of input options (numbers, operators, etc.) for each lesson, limiting distractions and minimizing the screen space used by the keyboard. Designed to work fluidly and not get in the way, the keyboard automatically appears when an answer entry is in focus and disappears after. Students can also access or close the on-screen keyboard with a single press of a button.



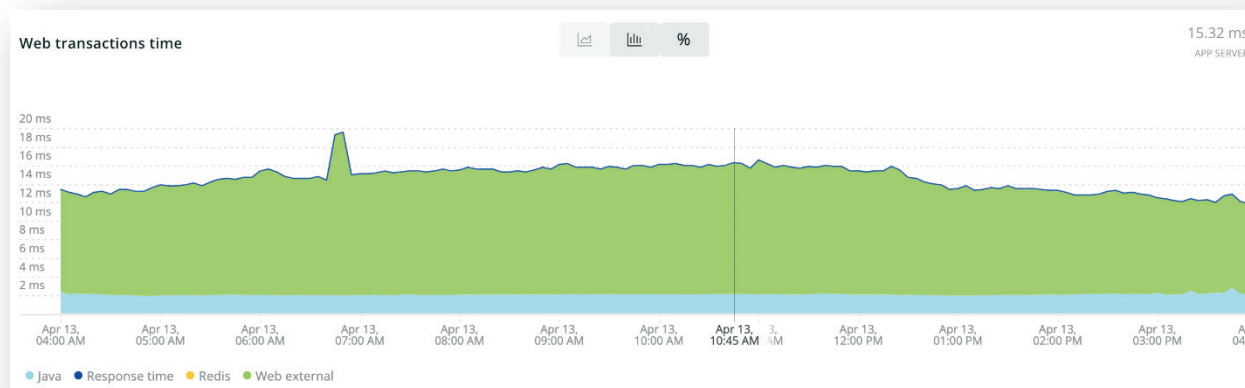
6. The proposed solution shall be able to handle at least 60,000+ concurrent HCPS users with less than 30 ms latency. Offeror(s) must provide comprehensive documentation to evidence the ability to accommodate concurrent users based on data collected from a similar environment.

We currently manage over 5 million students and over 200,000 educators within our system. Three examples of our larger partnerships throughout the US include:

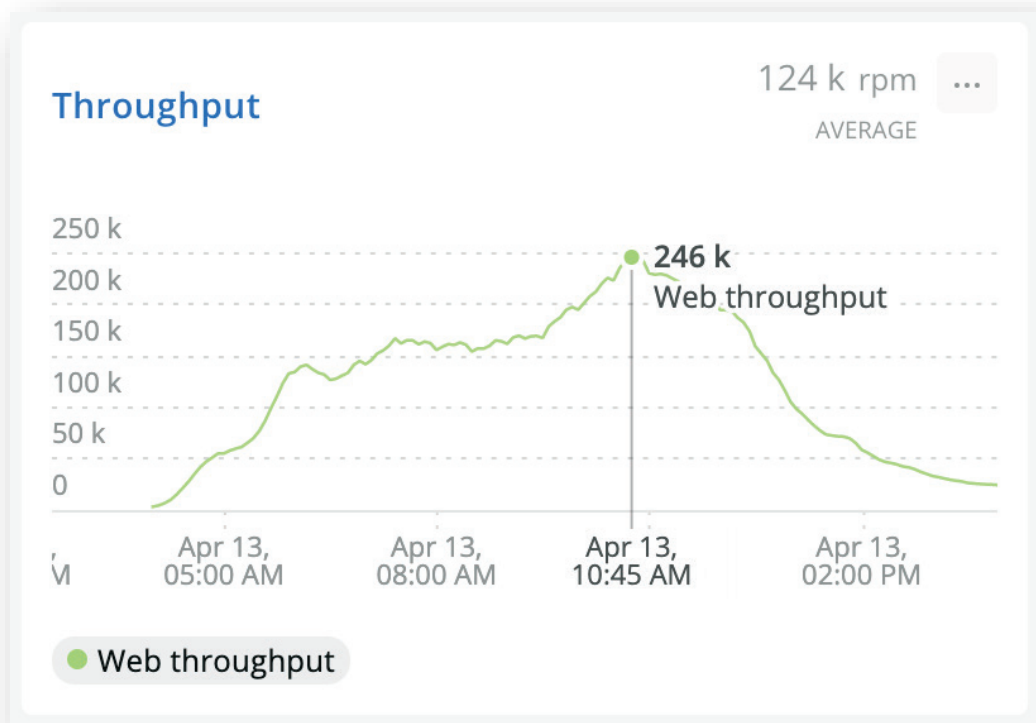
- Wichita Public Schools, Kansas
- Dallas ISD, Texas
- Charlotte-Mecklenburg, North Carolina
- Shelby County, Tennessee
- Austin ISD, Texas

Our systems regularly scale from overnight lows in traffic to mid-day peaks with no perceptible impact on response times, and we have engineered and provisioned to be able to accommodate up to a 2x jump from previous high-water marks with no warning or preparation.

We've attached throughput and response time graphs from a recent weekday as evidence:



Response Time (April 13)



Throughput (April 13)

7. If the solution is reliant on LDAP authentication, HCPS will only accept a defined external IP address to allow Firewall transactions and will not accept the allowance of entire network segments.

N/A

8. HCPS shall have the ability to submit requests for alteration of the digital content (including additional supporting data, modification of current data, or removal of data deemed inappropriate by HCPS) via email or web-based forms embedded in the digital content.

The DreamBox look and feel cannot be customized for individual school districts. Reports within the teacher and administrator dashboards can be customized to show data on a school district/board level, school level, teacher level, classroom level or an individual student level.

Educators can generate their own reports from the DreamBox Insight Dashboard, and we support more customized ad-hoc reports upon request. These include Impact Reviews & Executive Summary Reports.

Teachers can use [Assignments](#) to create differentiated assignments in DreamBox that align to the needs of the entire class, small group or individual student. DreamBox will automatically tailor the lesson to align to each student's level of readiness.

9. Provide all documentation for each piece of software equipment, or software, including copyright information, all operator and user manual, training materials necessary for the proper and successful use of the software where an installation or configuration on HCPS network or devices are required.

All software documentation and training materials are copyrighted and proprietary information. DreamBox is a certified ISO 27001 provider.

All PII and other sensitive data is stored in our AWS Cloud presence. AWS secures those facilities. More details can be found here: <https://aws.amazon.com/security/>

D. COMPUTER, SOFTWARE, AND NETWORK SPECIFICATIONS -

1. Tech info:

DreamBox Learning Math is a hosted, cloud service that runs on Amazon's AWS data centers. DreamBox takes advantage of the availability features of the AWS cloud offering. Our application servers are implemented as groups of individual nodes, which can scale up and down in quantity in response to load or a set schedule, known as an auto-scaling-group or asg. These are presented behind a load balancer array (an "ALB"), providing at least two access points to customers, all of which resolved as a single address (play.dreambox.com, for instance). The ASGS are built across multiple AWS data centers ("availability zones" in their terminology) and provisioned so that we could lose the use of all servers in a datacenter without a noticeable performance impact.

Our data stores are replicated across multiple instances, each in a different AWS availability zone, and at least one replica is maintained in an entirely different AWS region (US West Coast and the default US East Coast.) This gives us the ability to quickly bring the service back online, even in the (extraordinarily unlikely) case of an entire AWS region going offline.

Technical Requirements

The Requirements Check link (http://play.dreambox.com/play/check_requirements) will determine if a computer meets our system requirements, including requirements for the web browser, display resolution, and audio.

The list here represents what we regularly validate works well with our service and will be supported through at least June 2020. There are many platforms, devices, and browsers that have all the capabilities required to play DreamBox, and customers may experience no issue with their chosen configuration. However, we cannot verify that our service is compatible with all combinations of hardware and software. If your specific environment is not included here, please reach out to our support team to check if your selected configuration provides the required capabilities for DreamBox.

1. Desktops (includes Laptops and Chromebooks)

Operating System

Chrome OS (auto-updated), Windows 7+, Mac OS 10.10+

Browser

The latest versions of Chrome, Edge, Safari, Firefox, and Internet Explorer 11 - as well as the current ESR version of Firefox - are always supported.

Note: Internet Explorer users may notice a degraded experience with graphics and audio and are highly encouraged to switch to a more modern browser.

2. iPad

Device

iPad 2+, iPad Mini (1st Gen+)

iOS

iOS 9.3 or above

DreamBox Math Apps

Our app is required to be installed, with at least 1GB of space reserved for temporary caching. To ensure your app is automatically updated when updates become available, follow these instructions: <https://support.dreambox.com/s/article/Downloading-or-Updating-the-DreamBox-Math-iPad-App>

31. NETWORKING ENVIRONMENT -

1. Bandwidth Requirements

Sometimes a building's Internet connection speed is sufficient, but network congestion at a single Wi-Fi access point or computer lab router can become a bottleneck. Average rate of 4.3 KB/s per student (or 5 MB per 20-minute student session) Occasional bursts up to 100 KB/s per student, while short animations are shown. Bandwidth needs are generally higher when students first log in, and go down after the first few minutes of use.

2. Firewall/Security Requirements

If you protect your school network by allowing only recognized URLs through your firewall and security settings, please add the dreambox.com domain to all whitelists and security filters. If you can only support individual hosts (not full domains), please add the following hosts to all whitelists and security filters:

- www.dreambox.com
- play.dreambox.com
- static.dreambox.com
- ondemand.dreambox.com
- lms-dreambox-com.s3.amazonaws.com
- If you are using Clever Automated Roster Management, you will also need to add "account.clever.com" to your whitelist.

If you protect your school network by allowing content only from recognized IP addresses, please be aware that static.dreambox.com may become problematic as it is an AWS CloudFront distribution. To counteract this, please whitelist the IP addresses available at <http://d7uri8nf7uskq.cloudfront.net/tools/list-cloudfront-ips> . Please note that this list occasionally changes. If your school starts experiencing issues loading static content like lesson tools or videos, please check this list to make sure all IP addresses have been

whitelisted. If they have and you are still experiencing issues, please reach out to our DreamBox Client Support team.

Email Requirements

The following email address should be added to all whitelists in order to ensure the retrieval of any email communication from us: *@dreambox.com

LAN/Wireless Infrastructure:

As noted above, DreamBox uses an average rate of 4.3 KB/s per student (or 5 MB per 20-minute student session), with occasional bursts up to 100 KB/s per student for short animations. This is well within the bandwidth described for this engagement (100 Mbps of shared broadband capacity) with a mesh of wireless access points connected over 1 Gbps to core switch.

F. TRAINING AND SUPPORT -

1. The Successful Offeror(s) shall provide a toll -free number for help desk support to HCPS at a minimum from 8 am to 5 pm EST, Monday- Friday.

The DreamBox Client Support Team provides ongoing technical support. Support can be initiated via phone, chat or email utilizing Support@Dreambox.com and can come from any DreamBox Learning admin, teacher or parent that utilizes DreamBox within the district. DreamBox Learning also provides user-friendly customer support resources at <http://support.dreambox.com>. The Client Support Team is available by phone Monday through Friday, from 5:00 AM PST - 5:00 PM PST, at 877-451-7845 ext 3. During peak times we may funnel all support requests through email to ensure the fastest response and resolution times for our clients. Our customer support is located in Bellevue, Washington and Raleigh, North Carolina.

2. The Successful Offeror(s) shall provide any required training for implementation of the proposed solution to include options for continued training including on-site, webinar and printed materials.

See sample implementation schedule Tab 4, item B, pg 87. See Tab 5, pg 105 for descriptions of professional development.

TAB 3 - Offeror Qualifications, Experience, Resumes & Financial Capacity

1. In this tab, offeror should demonstrate the Offeror's and their staff's qualifications and experience in providing the services as requested in this Request for Proposal (RFP). Offeror's should provide, at a minimum, documentation demonstrating that their firm is a firm regularly engaged in providing the services solicited in this RFP. Discuss the firm's current workload. If subconsultants are to be utilized provide similar documentation to what has been requested of the offeror in this section.

DreamBox Learning is the only K-8 digital math program powered by students, built by and for educators, and independently proven to positively impact student achievement. Both during and between lessons, DreamBox dynamically adapts and differentiates in real time based not only on students' answers, but also on how they solve problems. By automatically and continually supporting all students at their right level, DreamBox is a powerful partner in every classroom, school and district. Along with actionable reporting and tools that empower classroom differentiation for all learners, DreamBox also gives teachers content-specific professional development relevant to the math their students are learning, provides administrators with insights about how all students are progressing, and enables strong connections between home and school.

Founded in 2006, DreamBox Learning serves a wide band of K-12 institutions - public, charter, private, parochial and online schools. DreamBox Learning is used by 5 million students and 200,000 teachers in every state in the U.S., including the District of Columbia, and throughout Canada. DreamBox delivers more than 1 million K-8 math lessons in English and Spanish daily. DreamBox Learning Inc. is a privately held organization and has been cash-flow positive since 2012. DreamBox employs over 200 employees with offices in Bellevue, Washington, and Raleigh, North Carolina, along with regional representatives across the country. DreamBox Learning does not use subcontractors.

DreamBox is the only K-8 digital math program independently proven to positively impact student achievement. One study from the Center for Education Policy Research at Harvard University found that by using DreamBox just 14 hours over the course of the school year (about 20 minutes per week) the average student's math achievement improved by 4 percentile points. DreamBox is the only digital elementary math solution with an Evidence Rating of Strong at EvidenceForESSA.org curated by Johns Hopkins University.

DreamBox uses virtual manipulatives with visual and auditory clues that use multiple representations to deliver experiential mathematics instruction. This technique allows for each concept to be developed in multiple contexts to support deep understanding. The manipulatives are built to recognize not simply right or wrong, but types of mistakes, number of steps used and other differentiating data points. Dynamic, fine-grained adaptations, partnered with a robust curriculum, make DreamBox Learning an ideal math resource in a broad range of instructional settings - whole classroom instruction, small group instruction and individual support.

a. Years in business outlining the company history and experience providing services as requested in this RFP: 15 years, incorporated in Delaware.

b. Experience with a project of this magnitude: DreamBox has 15 years of experience serving large, urban districts. Examples include: Dallas ISD, TX; Austin ISD, TX; Wichita, KS; Shelby County, TN; Charlotte-Mecklenburg, NC; and others.

c. Evidence of financial stability: In 2018 DreamBox Learning and The Rise Fund, a global impact investing fund managed by TPG Growth, signed an agreement for a \$130 million investment. The Rise Fund invested in education organizations with a focus on leveraging the transformative power of personalized learning tools like DreamBox to improve student outcomes and increase teacher capacity. Arne Duncan, former U.S. Education Secretary and senior education advisor to The Rise Fund, is a member of DreamBox's board of directors. See letter from CFO, following this section.

d. Experience with development of digital content aligned with Virginia SOLs: Please see Virginia SOL alignment on page 43.

e. Experience in PreK-12: We serve over five million students and over 200,000 educators in grades PreK-8.

f. Number of current customers: DreamBox serves over five million students and over 200,000 educators in grades PK-8.

g. Number of employees proposed for the development and ongoing processes including training: 6+

h. Resumes of proposed staff that would be assigned to this project.

Brian Harris
Regional Vice President of Sales

Brian has spent the past 13 years in K-12 education technology partnering with school districts to drive stronger engagement with their community, closing the gap in teacher confidence and teacher readiness, and ensuring all students have an equitable opportunity to unlock their learning potential. His experience working with District Leaders across the Southeast provides a significant amount of insight into best practices and strategies for implementing 21st century technologies.

Kat Brown
Sr. Director of Professional Development

Kat Brown is a former high school teacher with twenty-years of experience in Education Technology. She began her career in EdTech as a Consultant with CompassLearning supporting educators with the implementation of technology in the classroom. Her area of expertise over the years has been large scale implementations. Kat has served in leadership roles with Kaplan K12 Learning Services, Achieve3000, Odysseyware and Edgenuity before joining the team at DreamBox Learning as the Sr. Director of Professional Development.

Stefani Kauppila
Director of Professional Development

Stefani Kauppila is currently the Director of Professional Development at DreamBox where she leads a national team who designs and executes learning experiences for educators, driving impact toward greater student success. As an experienced Master-level teacher, she worked

in elementary and middle school classrooms before joining DreamBox Learning as an innovative mathematics Curriculum Designer. The mathematics curriculum she designed is played by millions of students throughout North America each year.

Courtney Thompson
Professional Development Manager, East

Courtney Thompson is a former elementary educator with 10 years experience in K-5 classrooms. She holds a master's degree and is NBCT certified. Courtney has over five years experience as a PD Specialist and Manager at DreamBox Learning.

Briana Nottingham
Professional Development Specialist

Briana Nottingham is a Professional Development Specialist with DreamBox who is in the Washington DC/Metro Area. She works to assist educators with supporting their learners in mathematics. She was previously an educator in the Virginia public school system for three years where she used DreamBox Learning in her class daily with fidelity. Briana is currently working toward completing her Masters in Learning, Design and Technology (focus is training & development).

Kristen Richards
Senior Client Experience Manager

Kristen is an experienced elementary educator, coach, and administrator having spent 8 years in North Carolina schools before transitioning into Education Technology. Joining DreamBox Learning in 2017 rekindled her love of math and she enjoys sparking that same excitement in students across the country. A senior member of the Client Experience Team, she has the privilege of supporting some of our largest district partners on the east coast. Kristen enjoys working closely with administrators and educators to create sustainable impact and lasting relationships. She believes passionately in the power of education to impact life trajectories for all students regardless of where they start.

Kristen's client experience team will be assigned at contract outset.



April 20, 2021

Henrico County Public Schools
Department of Education
Attn: Oscar Knott, CPP, CPPO, VCO
Purchasing Director
3820 Nine Mile Rd.
Henrico, VA 23223-0420

Dear Mr. Knott:

On behalf of Dreambox Learning, Inc., I am pleased to report that we are a privately-held company in good standing with the State of Delaware. Our most recent complete financial audit (FY 2019) - conducted independently last year by the firm Eide Bailly, LLP - demonstrates positive cash flow and revenue growth over the prior year, befitting a financially sound company. In August 2018 we announced that TPG Growth's Rise Fund had completed a \$130 million investment in Dreambox Learning, to accelerate solution innovation and growth. Between our historic financial stability, our partnership with the Rise Fund, and many multi-year contracts with other districts I am confident that DreamBox will continue to support and fulfilling obligations to Henrico County Public Schools under any future multiple year agreement.

We would be pleased to share relevant details supporting our financial standing. We can selectively provide information from the audit referenced above or from our soon-to-be-completed 2018 financial audit. I would be pleased to directly answer any questions you might have about the company in a manner and at a time and date convenient to you. However, any details or answers can only be provided subject to a non-disclosure agreement which would appropriately protect confidential, non-public information.

DreamBox takes the security and privacy of student data very seriously. We are ISO 27001 certified, FERPA and COPPA compliant, and conduct annual audits. As part of the ISO 27001 audit DreamBox completes a PETLE analysis to consider political, economic, social, technological, legal and environmental factors that may impact the company and our ability to keep student data secure. Additionally, all staff exposed to student data goes through annual security and privacy training.

I am happy to report that DreamBox has no current open litigation or outstanding claims or liens. Our SaaS solution is used by many customers and we maintain a high renewal rate with few if any complaints that would lead to litigation or arbitration.

DreamBox Learning is very excited about the potential to partner with you, and to support your needs.

Sincerely,

A handwritten signature in black ink that reads 'Lance Ludman'.

Lance Ludman
Chief Financial Officer
DreamBox Learning
lance.ludman@dreambox.com
1-877-451-7845 ext 646

TAB 4 - Service Approach & Implementation

A. A sandbox environment for any digital proposed solutions for the committee to use for evaluation. If the "sandbox: environment is not available, offerors shall provide screen shots for the product with their proposal;

Demo Access:

URL

https://play.reporting.demo.dreambox.com/play/login?requested_url=/

User/Passwords are listed below. These will be available for 14 days:

Admin User 1: user48.admin.demo@dreambox.com

Admin User 1 Password: password4459

Teacher User 1: user48.teacher.demo@dreambox.com

Teacher User 1 Password: password4459

Admin User 2: user49.admin.demo@dreambox.com

Admin User 2 Password: password1598

Teacher User 2: user49.teacher.demo@dreambox.com

Teacher User 2 Password: password1598

Admin User 3: user50.admin.demo@dreambox.com

Admin User 3 Password: password3924

Teacher User 3: user50.teacher.demo@dreambox.com

Teacher User 3 Password: password3924

Accessing Student Play & Lessons

- Click RESOURCES tab at the very top of the dashboard
 - You will see 3 lessons available, one from each student environment
- While viewing educator reports anywhere you see "play lesson" icon you can play that lesson just as a student would
- Under Assignments, you can view any lessons you are creating with the blue hyperlink above each group to see the difference in each lesson

B. A projected schedule for performing key phases of the project, including estimated time frame:

Sample Professional Development Timeline for Henrico County Public Schools

Phase 1

Time of Year	Activity	Description
Month 1-2	<p>BTS Implementation Planning Call with District Administrators</p> <p>Introductory or Refresher Webinars for Educators per Grade Level Bands (K-2), (3-5), (6-8)</p>	<p>Implementation Planning Meeting with administrators to establish implementation goals and metrics. Coordinate ongoing rostering and technical support.</p> <p>Length of Session: 30-60 minutes</p> <p>Introduction to DreamBox Learning: During this time, we will provide a full and complete launch of DreamBox Learning. In these sessions, we will dive into how the adaptive engine will personalize learning for each student. We will discuss lesson progression and the phases of learning students will work through when accessing each standard.</p> <p>Length of Sessions: 60-minutes</p> <p>Attendees will:</p> <ul style="list-style-type: none"> • Learn how DreamBox Learning supports building mathematicians with their thinking. • Have discussions around student expectations, best practices for teachers, and supporting our students in developing a growth mindset. • Discuss goal setting with students around lesson completion. • Develop a clear usage expectation for ACPS. • Learn about and interact with the reports available in the Educator Insight Dashboard.

Phase 2

Time of Year	Activity	Description
Month 3-5	<p>Webinar Sessions for Administrators per Grade Level Bands (K-2), (3-5), (6-8)</p> <p>Webinar Sessions for Classroom Educators per Grade Level Band (K-2), (3-5), (6-8)</p>	<p>The Role of Building Level Leadership with DreamBox Learning Session Length: 60 minutes</p> <p>DreamBox Learning Predictive Insights and Lesson Recommendations: Using DreamBox Data to Inform and Empower Classroom Instruction (Classroom Educators) Through a series of 60-minute webinar sessions, classroom teachers will learn how to use DreamBox Learning to inform and impact instruction. Teachers will look at the data on their dashboards and look at the different reports available to assist with their instruction.</p> <p>Length of Sessions: 60 minutes</p>

	<p>Webinar for Administrators and Instructional Coaches (K-5), (6-8)</p> <p>Impact Review with District Administrators</p>	<p>Attendees will:</p> <ul style="list-style-type: none"> • Log into their Teacher Dashboard and review the different reports available: <ul style="list-style-type: none"> ○ What are the reports available to me? ○ How can I use the data captured in DreamBox to assist with instruction and lesson planning? ○ What resources In DBL can I use to support my students? ○ How will DBL support RTI or gifted students? <p>DreamBox Learning Predictive Insights: Analyzing DreamBox Data Over Time to Inform and Empower Classroom Instruction (Administrators and Instructional Coaches) In this session, Administrators & Instructional Coaches will analyze the data at their schools, focusing on the long-term trends, student standards report, and student growth and proficiency. Coaches will also learn how to support teachers in generating differentiated assignments to pre-assess student learning and close gaps.</p> <p>Length of Sessions: 60-minute</p> <p>Attendees will:</p> <ul style="list-style-type: none"> • Reflect on long-term usage of DreamBox at their schools • Analyze the standards reports at the classroom & student level • Celebrate student growth and proficiency at their schools • Learn the purpose of short-term assignments and long-term assignments & when to use them • Learn how to support teachers in assigning long-term based upon NEWA RIT Score • Learn how to support teachers in monitoring the data and using the data from the assignments • Utilizing DreamBox Learning data with support for ReportCards <p>Meeting with administrators to review progress towards implementation goals and metrics.</p> <p>Length of Session: 30-60 minutes</p>
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Phase 3

Time of Year	Activity	Description
<p>Month 6-9</p>	<p>Webinar Sessions for Classroom Teachers by school or Grade Level Band (K-2), (3-5), (6-8)</p> <p>Impact Review with District Administrators</p>	<p>Personalized Professional Development</p> <ul style="list-style-type: none"> • Q&A Office Hours • Coaching • PLC Support <p>Meeting with administrators to review progress towards implementation goals and metrics. Opportunity to share and celebrate year-long student growth.</p> <p>Length of Session: 30-60 minutes</p>

C. Any agreements to which HCPS may be required to agree to as part of the contract should your firm be awarded the contract. (i.e. Service Level Agreement etc.)



Master Software and Services Agreement

777 108th Ave. NE, Suite 2300
 Bellevue, WA 98004-4454
 Phone: 877.451.7845
 Fax: 425.484.6476
 schools@dreambox.com
 www.dreambox.com

Order Form		
Customer:	Service Start Date:	Subscription Period:
	Service End Date:	
Customer's Point of Contact:	Customer's Billing Address:	Agreement Prepared By:
Pricing		
Software and Services	Quantity	List Price
Subtotal:		
Outside of the states of Washington, South Carolina, Arizona and Hawaii, customers are responsible for remitting any taxes imposed by their states.	Sales Tax:	
Total:		

Invoicing and Payment Terms			
Subscription Period/ Total Fees/Additional Terms	Fee Schedule	Invoice Schedule	Payment Schedule
<i>Term Length (months):</i> <i>Total Fees:</i>			
<p>Payment Options</p> <ul style="list-style-type: none"> - To pay by purchase order, please email your purchase order to schools@dreambox.com or fax your purchase order to 425-484-6476. - To pay by credit card for Order Forms totaling less than \$8,000.00, please click here. - As Covid-19 uncertainties continue to extend closures nationwide, we understand many offices are closed and may have trouble accessing physical items such as checks. We would like to encourage and help customers to process payments electronically. Our banking information is below and can also be found on your DreamBox Learning invoice. This banking information can be used to process an ACH or a wire. Please email us at Accountsreceivable@dreambox.com should your banking institution require additional information from us for processing payments. Please remit via ACH to: <p style="text-align: center;"> DreamBox Learning, Inc. Bridge Bank Routing #: 121143260 Account #: 102517190 </p> <p>Should you need any assistance with setup or have additional questions regarding payment, please contact Accounts Receivable at accountsreceivable@dreambox.com.</p>			

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

DREAMBOX LEARNING, INC

CUSTOMER:

Signature: _____

Signature: _____

Name: Lance Ludman

Name: _____

Title: Chief Financial Officer

Title: _____

Date: _____

Date: _____

TERMS AND CONDITIONS

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

1. CUSTOMER ACCOUNT

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

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

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

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

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

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

2. PAYMENT

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

3. SERVICES

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

3.2 Cancellation.

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

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

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

4. TERM AND TERMINATION

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

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

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

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

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

5. PRIVACY

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

6. NOTICE

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

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

7. WARRANTY

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

8. NON-DISCRIMINATION

DreamBox confirms that it has a non-discrimination policy in place in which it states that it does not and shall not discriminate on the basis of race, color, religion (creed), gender, gender orientation, gender expression, age, national origin (ancestry), disability, marital status, sexual orientation, or military status, in any of its activities or operations

9. MISCELLANEOUS

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

D. Any terms and conditions the “end user” is required to accept;

Terms of Use

Last Update June 8, 2020

Acceptance

Welcome to DreamBox Learning, Inc.'s website. These Terms of Use govern your use of www.dreambox.com, play.dreambox.com, www.dreambox.net, and www.dreambox.org, and any successor websites of the foregoing (collectively, the "Site"), any DreamBox Learning software, downloaded from this Site or obtained elsewhere (the "Software"), and all of the services made available on the Site (the "Services"). By using the Software, Services or visiting or browsing the Site, you acknowledge that you have read, understood, and agreed to be bound by these Terms of Use and any modifications that may be made to these Terms of Use from time to time. In addition, to the extent our Services or Software require you to set up an account with a password, if you are designated as the parent or legal guardian in the account, or are otherwise the person who first registers for a Service in such account, you agree to be responsible for ensuring that all users on your account comply with these Terms of Use and any modifications that may be made to the Terms of Use from time to time. If you do not agree to these Terms of Use, you should not use the Services or Software, or visit or browse the Site.

These Terms of Use constitute a binding legal agreement between you and DreamBox Learning, Inc. ("DreamBox Learning," "we," "us," and "our"). If you are using the Site, Services or Software, on behalf of any entity or person (including child), you represent and warrant that you are authorized to accept these Terms of Use on such entity's behalf or such person's behalf, and that such entity or person agrees to indemnify you and DreamBox Learning for violations of these Terms of Use. Please read these Terms of Use carefully before accessing or using the Site, Software or the Services.

For purposes of these Terms of Use and DreamBox Learning's [Privacy Policy](#), the phrases "Individual Customer" or "customers that are individuals", means an individual or family who has directly purchased a DreamBox Learning product or service for personal or family use and "School Customer" means an educational institution that has purchased products or services and provisions accounts for individual student users.

Modifications

We reserve the right to modify these Terms of Use at any time and in any manner at our sole discretion, including the fees for the Software or Services. Notice of any material modification of these Terms of Use will be posted in this section of the Site, and any such modifications will be effective upon the posting of such notice. Your continued use of the Site, Software or the Services constitutes your binding acceptance of such modifications. Please check this section of the Site before using the Site, Software or the Services to determine whether a change has been made to these Terms of Use. If you do not agree to any changes in the Terms of Use as they may occur, please arrange to terminate your registration with the Site immediately and discontinue your use of the Service, Software and the Site. You agree that we are not liable to you or to any third party for any modification of the Terms of Use.

Registration

Before you can use certain parts of the Software or Services, you may be required to register an account through the Site. If you are a customer that is an individual, you must be 18 years of age or older to register for a DreamBox Learning account. In that event, however, you may add or register additional users to use the Services who are younger than 18 years old if you are such users' parent or legal guardian. For the avoidance of doubt, if you are a School Customer, the preceding sentence does not apply to you, as the school is neither an individual nor under 18 years of age. You agree to provide true, accurate, current, and complete information about yourself and the users of the account as prompted by the Site's registration form (such information, being the "Registration Data"), and you agree to maintain and promptly update the Registration Data to keep it true, accurate, current, and complete. If you provide any information that is untrue, inaccurate, not current, or incomplete, or we have any reasonable grounds to suspect that such information is untrue, inaccurate, not current, or incomplete, we may suspend or terminate your account and refuse to offer you any and all current or future use of the Services, Software and the Site. If you are a customer who is an individual, you agree that, if you provide any personally identifiable information about a child under age 13 in order to allow them to use the Site, Software or Services, that you are the parent/legal guardian of such child and that you consent to the child's use of the Site, Software and Service and agree to be bound to these Terms of Use with respect to the child's use. You understand that the privacy policy will apply to the child's use of the Site, Software and Service.

For our School Customers, as explained in DreamBox Learning's Privacy Policy, DreamBox Learning does not use personally identifiable information (as that term is defined by the Family Educational Rights and Privacy Act) provided by the School Customer about student users for any purpose other than to provide services to the School Customer and the student user. Such information is maintained confidentially and not shared with or sold or otherwise provided to third parties, unless specifically requested by our School Customer to do so. As a School Customer, if you request that DreamBox Learning share any information provided by you or your student users directly with a third party designated by you, then you agree that you (and not DreamBox Learning) will be solely responsible for the use, storage, and maintenance of such information by such third party. Additionally, to the extent that DreamBox Learning collects, uses, or discloses any personal information (as that term is defined by the Children's Online Privacy Protection Act) from children under the age of 13, that information is used solely to permit DreamBox Learning to provide services to the School Customer and the student user.

You are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer. You are solely responsible for any activity related to your account. If you suspect any unauthorized use of your account, notify us immediately. You acknowledge and agree that we may preserve user information and may also disclose user information, if required to do so by law or if we believe, in good faith, that such preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce these Terms of Use; (c) respond to claims that any Content violates the rights of third parties; or (d) protect the rights, property, or personal safety of DreamBox Learning, its users, or the public. Without limiting the foregoing, parents, legal guardians, and school officials who have registered accounts hereunder, understand that they are responsible for the acts and activities of their minor children in connection with any use of the Site, Software, and/or Software, and that the [privacy policy](#) will apply to their family's use of the foregoing.

Fee Based Services and Software

Some Services and Software may be offered to you on a fee basis. All fees are quoted and must be paid in U.S Dollars. If you elect to purchase fee-based Services or Software and transmit to DreamBox Learning a purchase request, you warrant that your use of the particular credit card or other DreamBox Learning accepted payment method is authorized and that all information that you submit to DreamBox Learning, or any third party designated by DreamBox Learning, is true and accurate (including, without limitation, your credit card number and expiration date), and you agree to pay all fees, including any applicable sales taxes, you incur. Any account name, password, or user ID supplied to you in connection with any fee-based Services or Software you purchase is personal to you and the members of your household, and you may not transfer or make available your account name, password, or user ID to others. Any distribution by you of such account name, password, and/or user ID may result in cancellation of the fee-based Services and Software without refund and the imposition of additional charges based on your unauthorized use.

Content

The Site, Software and the Services may allow you and other third parties to post data, text, code, messages, opinions, advice, statements, reviews, comments, and other materials and information (collectively, "Content"). All Content, whether publicly posted on or privately transmitted via the Site, Software or the Services, is the sole responsibility of the person from whom the Content originated and not of DreamBox Learning, or its shareholders, directors, officers, or employees. DreamBox Learning may review and delete any Content, in whole or in part, that in the sole judgment of DreamBox Learning violates these Terms of Use or that might be offensive, illegal, or that might violate the rights of or harm any third parties. Nonetheless, under no circumstances will DreamBox Learning or its stockholders, directors, officers, employees, agents, representatives, partners, or affiliates be held liable for any loss or damage caused by your reliance on Content obtained through the Site, Software or the Services. It is your responsibility to evaluate the Content available through the Services, Software or the Site. Although Content will not be pre-screened or reviewed, we reserve the right to refuse or delete any Content.

DO NOT SUBMIT OR DISTRIBUTE ANY UNSOLICITED SUBMISSIONS; NO IMPLIED CONTRACT.

DreamBox Learning likes to hear from you. However, please keep in mind that DreamBox Learning does not accept or consider any creative ideas or suggestions relating to products or marketing plans unless it has specifically requested them. Therefore, please do not send to DreamBox Learning any creative or original materials such as ideas for software products, games, or other products, or any other creative suggestions, ideas, notes, drawings, concepts or other information. DreamBox Learning shall be free to use any such ideas, concepts, know-how, or techniques contained in any communication you send to the Site for any purpose whatsoever, including but not limited to developing, manufacturing and marketing products using such information and shall not be liable to you or to any person claiming through you for any exploitation or disclosure of any submission.

The DreamBox Learning Blog

All posts by the authors, guest authors, and visitors reflect personal thoughts and opinions which are not necessarily those of the company.

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In addition subject to the terms of this Agreement, we grant to you a limited, personal, non-exclusive, non-transferable license to use the Software solely to use the Service to the extent you have the right to access the Service. Your right to access the Service will be limited by the terms of this Agreement. Except for this license granted to you, we retain all right, title, and interest in and to the Software, including all related intellectual property rights. The Software and Services are protected by applicable intellectual property laws, including United States copyright law and international treaties. Except as otherwise explicitly provided in this Agreement or as may be expressly permitted by applicable law, you will not, and will not permit or authorize third parties to: (a) reproduce, modify, translate, enhance, decompile, disassemble, reverse engineer, or create derivative works of the Software and/or Services; (b) rent, lease, or sublicense the Software and/or Services; nor (c) circumvent or disable any security or technological features or measures in the Software and/or Services. You may not export or re-export the Software and/or Services without (a) the prior written consent of DreamBox Learning; and (b) complying with applicable export control laws and obtaining any necessary permits and licenses.

Lifetime Subscription

You may elect to purchase a "lifetime" license for you or your family ("Lifetime Subscription"). If you purchase the Lifetime Subscription, the license to the Lifetime Subscription, granted above (including all other restrictions and obligations in these Terms of Use) will continue for ten (10) years from date of purchase, provided that (i) you maintain an Account and compliance with this Agreement, and (ii) DreamBox continues to offer the applicable license. The Lifetime Subscription may have been purchased as part of the Individual or Family plan; if you purchased a Family Plan Lifetime Subscription then your subscription will accommodate up to four (4) end users. For clarity, references to "lifetime" under this Agreement mean ten (10) years from the date of purchase, and such rights are not transferable, descendible, or inheritable.

Usage Guidelines and Restrictions

You agree not to use the Site, Software or the Services to:

1. upload, post, e-mail, or otherwise transmit any Content that contains personally identifying information (such as actual names, phone numbers, mailing addresses, e-

- mail addresses and URL), unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically, or otherwise objectionable;
2. harm minors in any way or write comments that in any way refer to person(s) under 18 years of age;
 3. impersonate any person or entity, or otherwise misrepresent your affiliation with a person or entity;
 4. upload, post, e-mail, or otherwise transmit Content that you do not have a right to transmit under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships, or under nondisclosure agreements);
 5. upload, post, e-mail, or otherwise transmit Content that infringes any patent, trademark, trade secret, copyright, or other proprietary rights ("Rights") of any party;
 6. upload, post, e-mail, or otherwise transmit any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other forms of solicitation;
 7. upload, post, e-mail, or otherwise transmit any material that contains software viruses or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment;
 8. interfere with or disrupt the Services, Software, the Site, or servers or networks connected to the Site, or disobey any requirements, procedures, policies, or regulations of networks connected to the Site;
 9. intentionally or unintentionally violate any applicable local, state, national, or international law, "stalk" or otherwise harass another, or collect or store personal data about other users;
 10. use any automated means to access the Site, Software or the Services or collect any information from the Site, Software or the Services (including, without limitation, robots, spiders, or scripts); or
 11. frame the Site, Software or the Services, utilize framing techniques to enclose any service mark, logo, or other proprietary information, place pop-up windows over its pages, or otherwise affect the display of its pages. This means, among other activities, that you must not engage in the practices of "screen scraping," "database scraping," or any other activity with the purpose of obtaining lists of users or other information.

Termination

You agree that DreamBox Learning in its sole discretion, may terminate your password, account (or any part thereof), and use of the Site, Software and the Services, and remove and discard any Content within the Site, for any reason, including, without limitation, for lack of use or if DreamBox Learning believes that you have violated or acted inconsistently with the letter or spirit of these Terms of Use. DreamBox Learning may also in its sole discretion and at any time modify or discontinue providing the Site or the Services, or any part thereof, with or without notice. You agree that any modification or termination of your access to the Site, Software or the Services may be effected without prior notice, and you acknowledge and agree that DreamBox Learning may immediately deactivate or delete your account and all related information and Content in your account and bar any further access to such information or to the Site, Software or the Services. Further, you agree that DreamBox Learning shall not be liable to you or any third party for any modification or termination of your access to the Site, Software, or the Services.

Data and Privacy

DreamBox Learning complies with and enforces U.S. data protection laws across all aspects of our system. If you use or access the DreamBox system, please note:

- Your data will be stored in the United States.
- By signing up for or using the DreamBox Learning system, you agree that your personal data can be used for the purposes identified in the Privacy Policy.
- Your data will be handled in accordance with U.S. privacy law. You waive any right or expectation enumerated under the data protection laws of other jurisdictions, and consent to the application of U.S. data protection law.
- Certain jurisdictions, such as the EU, do not permit you (the Customer) to grant this kind of consent. DreamBox Learning is not currently available to customers in those jurisdictions.

Any information submitted on the Site or the Services is subject to our Privacy Policy, the terms of which are incorporated into these Terms of Use. Our Privacy Policy may be found by [clicking here](#). Please review our Privacy Policy carefully.

Disclaimers of Warranties; Limitations on Liability

The Site, Software, and the Services (including all Content) are provided "as is"; DreamBox Learning makes no representations or warranties of any kind with respect to the Services, the Content, the Site, the Software, or any contents therein. DreamBox Learning assumes no liability or responsibility for any errors or omissions in providing the Services, the Site, the Software or the Content, any losses or damages arising from the use of the Content, or any conduct by users of the Site. DREAMBOX LEARNING EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES RELATING TO THE SERVICES, THE SOFTWARE, THE CONTENT, AND THE SITE, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, AUTHENTICITY, TITLE, AND NON-INFRINGEMENT. In addition, DreamBox Learning does not represent or warrant that the information on or accessible via the Site or Software, or through the Services is complete, current or will be updated or corrected. DreamBox Learning does not warrant, endorse, guarantee, or assume responsibility for any product or service advertised or offered by a third party through the site or any hyperlinked site or featured in any banner or other advertising. While DreamBox Learning attempts to make your access and use of the site, the services, and the software safe, DreamBox Learning cannot and does not represent or warrant that the site, the software, or its server(s) are free of viruses or other harmful components; therefore, you should use industry recognized software to detect and disinfect viruses. DREAMBOX LEARNING'S AND ITS AFFILIATES', SUPPLIERS', AND THEIR RESPECTIVE OFFICERS', DIRECTORS', STOCKHOLDERS', EMPLOYEES', AGENTS', AND REPRESENTATIVES' LIABILITY UNDER THESE TERMS OF USE IS LIMITED TO DIRECT, OBJECTIVELY MEASURABLE DAMAGES. DREAMBOX LEARNING AND ITS AFFILIATES, SUPPLIERS, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, STOCKHOLDERS, EMPLOYEES, AGENTS, AND REPRESENTATIVES WILL NOT BE HELD LIABLE FOR ANY INDIRECT OR SPECULATIVE DAMAGES (INCLUDING, WITHOUT LIMITING THE FOREGOING, CONSEQUENTIAL, INCIDENTAL, AND SPECIAL DAMAGES) INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, BUSINESS INTERRUPTIONS, LOSS OF DATA, AND LOSS OF PROFITS, REGARDLESS OF WHETHER THESE PARTIES HAD ADVANCE NOTICE OF THE POSSIBILITY OF ANY

SUCH DAMAGES. DREAMBOX LEARNING'S AND ITS AFFILIATES', SUPPLIERS', AND THEIR RESPECTIVE OFFICERS', DIRECTORS', STOCKHOLDERS', EMPLOYEES', AGENTS', AND REPRESENTATIVES' TOTAL LIABILITY TO YOU FOR ANY CLAIM ARISING OUT OF OR RELATING TO THE SERVICES, THE SOFTWARE, THE CONTENT, THE SITE OR THESE TERMS OF USE, WHETHER IN CONTRACT OR IN TORT, SHALL NOT EXCEED \$100. EACH PROVISION OF THESE TERMS OF USE THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS UNDER THESE TERMS OF USE BETWEEN THE PARTIES. THIS ALLOCATION IS REFLECTED IN THE FEES WE CHARGE, IF ANY, AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THESE TERMS OF USE. THE LIMITATIONS IN THIS SECTION WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY UNDER THESE TERMS OF USE. Some states do not allow the foregoing limitations of liability, so they may not apply to you. ANY AND ALL PORTIONS OF THIS DISCLAIMER SHALL AUTOMATICALLY APPLY TO ALL IMPROVEMENTS AND/OR AMENDMENTS AS THEY APPEAR ON THE SITE, SERVICES AND/OR THE SOFTWARE. ^(SEP) If you are dissatisfied with the Site, Services and/or Software, or with any terms, conditions, rules, policies, guidelines or practices of using the Site, Services and/or Software, your sole remedy is to discontinue using the Site, Services and/or Software.

Indemnity

You agree to indemnify and hold DreamBox Learning or its stockholders, directors, officers, employees, agents, representatives, partners, or affiliates harmless from any loss, liability, claim, or demand, including reasonable attorneys' fees, arising out of, resulting from or connected with the use, modification, misinterpretation, misuse, or reuse by you of the Site, the Software, the Services, or Content, including without limitation these Terms of Use. For the avoidance of doubt, your indemnification obligations described in this section will not apply in the event that a loss, liability, claim, or demand is caused by our gross negligence.

Links and Advertising

We do not provide links to other Web sites or resources to our School Customers. However, for our customers that are individuals, we may provide, or third parties may provide, links to other Web sites or resources that are beyond our control. We make no representations as to the quality, suitability, functionality, or legality of any sites to which links may be provided, and you hereby waive any claim you might have against us, with respect to such sites. DREAMBOX LEARNING IS NOT RESPONSIBLE FOR THE CONTENT ON THE INTERNET OR WEB PAGES THAT ARE CONTAINED OUTSIDE THE SITE.

Your correspondence or business dealings with, or participation in promotions of, other users, advertisers, or partners found on or through the Site, Software or the Services, and any other terms, conditions, warranties, or representations associated with such dealings, are solely between you and such user, advertiser, or partner. You agree that we are not responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such advertisers or partners on the Site, Software or the Services.

Governing Law and Arbitration

These Terms of Use are governed in all respects by the laws of the State of Washington, U.S.A., as such laws are applied to agreements entered into and to be performed entirely within Washington between Washington residents. Any controversy or claim arising out of or relating to these Terms of Use, the Services, the Software, or the Site will be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Any such controversy or claim will be arbitrated on an individual basis, and will not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration will be conducted in King County, Washington, and judgment on the arbitration award may be entered into any court having jurisdiction thereof. The award of the arbitrator will be final and binding upon the parties without appeal or review except as permitted by Washington law. Notwithstanding the foregoing, either party may seek any interim or preliminary injunctive relief from any court of competent jurisdiction, as necessary to protect the party's rights or property pending the completion of arbitration. By using the Site, Software or the Services, you consent and submit to the exclusive jurisdiction and venue of the state and federal courts located in King County, Washington, U.S.A.

DreamBox Learning controls and operates this Site from its offices in Bellevue, Washington, United States of America and makes no representation that these materials are appropriate or available for use in other locations. If you use this Site, Software and Services from other locations you are responsible for compliance with applicable local laws. If any portion of these terms is held to be unenforceable, the unenforceable portion shall be construed in accordance with applicable law to the greatest extent possible and the remainder of the provisions shall remain in full force and effect.

Release

In the event that you have a dispute with one or more users of the Site, Software or the Services, you release DreamBox Learning and its stockholders, directors, officers, employees, agents, representatives, partners, and affiliates from claims, demands, and damages (actual and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes. If you are a California resident, you waive California Civil Code - 1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

Claims of Copyright Infringement

DreamBox Learning respects the intellectual property rights of others, and requires that the people who use the Site, Software and the Services do the same. It is our policy to respond promptly to claims of intellectual property misuse.

If you believe that your work has been copied and is accessible on the Site, Software or the Services in a way that constitutes copyright infringement, you may notify us by providing our copyright agent with the following information in writing:

1. the electronic or physical signature of the owner of the copyright or the person authorized to act on the owner's behalf;

2. identification of the copyrighted work that you claim has been infringed;
3. identification of the material that is claimed to be infringing and information reasonably sufficient to permit us to locate the material;
4. your name, address, telephone number, and e-mail address;
5. a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
6. a statement made under penalty of perjury that the above information in your notice is accurate and that you are the copyright owner or are authorized to act on the copyright owner's behalf.

If we receive such a claim, we reserve the right to refuse or delete Content as described under these Terms of Use and to terminate a user's account. Our designated agent to receive notification of claimed infringement under the Digital Millennium Copyright Act OF 1998 ("DMCA") is:

600 108th Ave NE, Suite 805
Bellevue, WA 98004, U.S.A.
Attn: Copyright Infringement

After receiving a claim of infringement, we will process and investigate notices of alleged infringement and will take appropriate actions under the DMCA and other applicable intellectual property laws. Upon receipt of notices complying or substantially complying with the DMCA, we will act expeditiously to remove or disable access to any material claimed to be infringing or claimed to be the subject of infringing activity, and will act expeditiously to remove or disable access to any reference or link to material or activity that is claimed to be infringing. We will take reasonable steps promptly to notify the user that we have removed or disabled access to such material.

Upon receipt of a proper counter notification under the DMCA, we will promptly provide the person who provided the initial notification of claimed infringement with a copy of the counter notification and inform that person that we will replace the removed material or cease disabling access to it in 10 business days.

Unless our designated agent first receives notice from the person who submitted the initial notification that such person has filed an action seeking a court order to restrain the user from engaging in infringing activity relating to the material on the Site, Software or the Services, we will replace the removed material and cease disabling access to it.

You may provide us with a counter notification by providing our copyright agent the following information in writing:

1. your physical or electronic signature;
2. identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled;
3. a statement under penalty of perjury that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled;
4. your name, address, and telephone number, and a statement that you consent to the jurisdiction of Federal District Court for the judicial district in which your address is

located, or if your address is outside of the United States, for any judicial district in which we may be found and that you will accept service of process from the person who provided the initial notification of infringement.

General

DreamBox Learning's failure to act in a particular circumstance does not waive its ability to act with respect to that circumstance or similar circumstances. By using the Site, Software or the Services, you consent to receiving electronic communications from DreamBox Learning. These communications will include notices about your account and information concerning or related to the Software or Services. You agree that any notice, agreements, disclosure, or other communications that we send to you electronically will satisfy any legal communication requirements, including that such communications be in writing. DreamBox Learning is excused for any failure to perform to the extent that its performance is prevented by any reason outside of its control. In these Terms of Use, the word "including" shall be construed as if followed by the words "but not limited to." These Terms of Use, together with our Privacy Policy, comprise the entire agreement between you and DreamBox Learning and supersede all prior agreements between the parties regarding the subject matter contained herein.

Questions

If you have questions regarding these Terms of Use, contact us at 1-877-451-7845 or support@dreambox.com.

E. Discuss how parental consent is handled, if required; and

Parental consent is secured through the school district.

FERPA The Family Educational Rights and Privacy Act

For our School Customers: The Family Educational Rights and Privacy Act FERPA is a Federal law that protects the privacy of student education records. The law applies to all schools that receive funds under an applicable program of the U.S. Department of Education. FERPA gives parents certain rights with respect to their children's education records. These rights transfer to the student when he or she reaches the age of 18 or attends a school beyond the high school level. DreamBox Learning helps our School Customers be compliant with FERPA. Specifically:

- Any sensitive online information is transmitted over secure channels
- All student data are stored in ways that are not publicly accessible
- Security audits are regularly performed to ensure data integrity
- DreamBox Learning does not share information with third parties that could be used to identify students without consent from the student's parent, guardian, or school.

If a School Customer requests that student data be sent to a third party DreamBox Learning will:

- i send the data to the School Customer directly to transfer to the third party or
- ii send the data directly to the third party designated by School Customer if requested by that customer, provided the School agrees that School Customer is solely responsible for use, storage, and maintenance of such information by such third party.

Our complete privacy policy is located here: <https://www.dreambox.com/privacy-policy>

F. A detailed timeline for implementation of the proposed solution indicating resources (responsible party) and completion dates.

See pages 87 and 88 for implementation timeline.

TAB 5 - Training and Professional Development

In this tab, offerors shall describe training and professional development that is included with the proposed solution. Offerors shall include a description of the required training for implementation of the program for on-site training and virtual, as well as options for continued professional development at either the district or school level. This shall include on-site, webinar and printed materials. Pricing shall be clearly defined in the proposal submission. Offerors shall provide the number of participants and hours provided.

DreamBox Learning provides robust client services to support Henrico Co. educators to onboard quickly and implement with fidelity. The bios listed are the primary implementation leaders. They leverage our broad/robust teams in Client Support, Client Experience and Professional Development to provide our suite of services for Henrico schools.

Client Experience and Professional Development Overview

DreamBox Learning's Client Success Department will partner closely with the district to support a successful implementation that is aligned with instructional goals and fits the needs of its educators and administrators. The DreamBox Client Success department is comprised of three teams: Customer Support, Client Experience, and Professional Development.

Each district is assigned a Client Experience Manager, who will lend focus to the project management of customer onboarding and implementation planning. As your experience with DreamBox matures, the Client Experience Manager will continue to offer strategic guidance, implementation expertise, and engagement opportunities that focus on ensuring clients meet their desired outcomes.

The PD team is comprised of experienced educators with deep knowledge of K-8 mathematics, as well as experts in blended-learning practices and the use of data to differentiate instruction for entire classes, small groups, and individual students. DreamBox will provide a range of relevant, engaging, synchronous and asynchronous professional development opportunities to improve student learning outcomes and build teacher capacity.

To support program launch and ongoing implementation, Henrico County Public Schools will receive:

Client Experience Management Support for Implementation Leaders

- **Implementation Support (Ongoing)**
 - Facilitate Back to School Rostering and Implementation Call
 - Establish and monitor implementation goals and metrics
 - Coordinate ongoing rostering and technical support
- **Data- Impact Reviews**
 - Quarterly Impact reviews with key stakeholders highlighting usage, growth, and impact
 - Review Implementation goals and metrics to celebrate success and address barriers

All Access Professional Development Support for Educators

- **Complimentary Live Online Webinars**

DreamBox Learning offers a series of national webinars each month to support implementation launch and best practices.

- **DreamBox University- Complimentary Onboarding Course**

Dream University's online complimentary onboarding course provides educators with all the information necessary to effectively launch your DreamBox implementation with students.

Additional Professional Development Services

- **Live Professional Development Webinars- Topics may include:**

- Understanding DreamBox and the Adaptive Engine
- Establishing and Maintaining the Power of DreamBox
- Understanding Student Data and Reporting
- Synchronous and Asynchronous Remote Learning Strategies
- Developing Confident Mathematicians
- Leadership's Role in DreamBox Implementation

- **Onsite Professional Development- Pending COVID Conditions**

- **Virtual Onsite Professional Development**

- Full-day, customized offering combining virtual facilitator-led sessions, teacher work sessions, and collaborative PLC activities
- Recommended for math coaches and interventionists

- **DreamBox University- Full Subscription**

DreamBox University is a compilation of guided resources designed to bring an effective blended learning experience to educators. This library provides a wealth of resources in an easy-to-use digital format. Educators are given recommendations for timing and completion on content, while navigation of the library itself is left open for self-paced learning. The library of resources will tie directly into the timing of scheduled live webinars.

TAB 6 - Technical Requirements

A. Evidence of their ability to accommodate concurrent users based on data collected from a similar environment;

We currently manage over five million students and over 200,000 educators within our system. Students complete over one million lessons each day. Three examples of our larger partnerships throughout the US include:

- Wichita Public Schools, Kansas
- Dallas ISD, Texas
- Charlotte-Mecklenburg, North Carolina
- Austin ISD, Texas

B. How accounts are maintained in their system and how they support automated provisioning of users and accounts;

The DreamBox Automated Roster Management (ARM) system allows a secure transfer of student rosters between your Student Information System (SIS) and DreamBox on a regular and automated basis.

If your entire school or several schools in your district will use DreamBox, we recommend choosing one of our two automated options to manage your rosters: **CleverAutomated Roster Management** or **DreamBox Automated Roster Management**. Clever automates the secure transfer of student rosters between your SIS and DreamBox. This enables continuously updated roster information in learning programs with single-sign-on (SSO) access for students and teachers. We recommend using Clever to update rosters if you'd like to share rosters for an entire school or multiple schools.

Clever is FERPA compliant, allowing you to securely maintain student rosters throughout the year so your teachers can concentrate on instruction. This service is offered at no extra cost to you, and even **supports receiving data by secure FTP (SFTP)**.

DreamBox supports rostering through **ClassLink**. ClassLink is an IMS global certified SSO solution. ClassLink integrates with districts' roster data, enabling them to share securely with other learning providers, using the OneRoster file format. DreamBox integrates with ClassLink via DreamBox ARM, our in-house automation solution to pull roster data into our provisioning system using SFTP, where it is reviewed by our support team prior to processing any changes.

While the OneRoster is a commonly used format for many districts, we cannot currently support receiving files directly from districts. For the 2021-22 school year, we will only support receiving OneRoster files for those clients who share data through ClassLink.

See the following pages for more information on rostering in DreamBox Learning.

Rostering Options for DreamBox

EASILY MANAGE ROSTERS AND CLASSROOMS WITH ONE OF THE FOLLOWING METHODS



There are several options for setting up classrooms and classroom rosters in DreamBox Learning® Math. Whether you prefer Single Sign On (SSO), want to share data across multiple vendors, or want to manage rosters manually - we have the solution for you. With one manual, and three automated rostering methods, DreamBox is easily implemented in any school or district.

THERE ARE THREE WAYS TO UPDATE ROSTERS AUTOMATICALLY IN DREAMBOX

If your entire school or several schools in your district will be using DreamBox, we recommend you choose one of the three automated options. Each allows you to share files directly, weekly, or as needed. When you share and update rosters this way, teachers see updates inside DreamBox within one business day. To enable SSO with DreamBox, one of these options must be used.

With one manual, and three automated rostering methods, DreamBox is easily implemented in any school or district.

- **DreamBox Automated Roster Management (ARM):** With DreamBox ARM, your district sends roster data in a CSV file directly to DreamBox through Secure FTP upload. The roster data is placed into our provisioning system and our Client Success team reviews and processes the updates. However, if an individual school chooses to use ARM, the entire district must also use this method.
- **ClassLink :** ClassLink is an IMS Global certified single sign-on solution. ClassLink's Roster Server integrates with a district's roster data, enabling them to share securely with other learning providers using open data standards. DreamBox integrates with ClassLink to pull roster data into our provisioning system, where it is reviewed by our Client Success team prior to processing any changes. This rostering method cannot be combined with other methods.
- **Clever® Automated Roster Management:** Clever is a secure, FERPA-compliant, third-party database that can integrate with select student information systems and accepts files through Secure FTP upload. Clever allows you to share some roster data with DreamBox and share additional roster data with different applications. DreamBox integrates with Clever to pull roster data into our provisioning system, where it is reviewed by our Client Success team prior to processing any changes.

ROSTERS CAN ALSO BE PROVISIONED AND UPDATED MANUALLY

• **Insight Roster Upload (IRU):** If you prefer to update your rosters manually, you can load and manage classroom rosters using the IRU option in your Insight Dashboard. The IRU will create your rosters, but you will manage them using the tools in your dashboard. IRU is a good option if you purchased individual seats within a single district, want to create specialty classrooms that do not exist in your Student Information System (SIS), or want to create teacher accounts and classrooms to which you can manually create and add students as needed.

WHICH PROVISIONING AND ROSTER MANAGEMENT OPTION IS BEST FOR YOU?

Use the table below to determine the best method for setting up your classroom rosters in DreamBox Learning Math.

If you want to automate rostering, use one of the following options:

If you are a school or district and would like to automate your rostering and have changes made by your IT staff, choose one of the following options. With these options, changes are reflected in 1 business day.

DREAMBOX AUTOMATED ROSTER MANAGEMENT*	CLEVER® AUTOMATED ROSTER MANAGEMENT:	CLASSLINK (COMING JULY 1, 2020)*
<p>This is a great option for schools and districts that want to automate rostering, but do not currently use ClassLink or Clever.</p> <p>• How it works:</p> <ul style="list-style-type: none"> • Select and share only the schools and sections you want in DreamBox • Send your roster data directly through a secure FTP upload • Configure SSO to use with DreamBox, if desired 	<p>Schools and districts use Clever because it enables them to easily share data across multiple vendors. If you use Clever, use it with DreamBox.</p> <p>• How it works:</p> <ul style="list-style-type: none"> • Select and share only the schools and sections you want in DreamBox • Configure SSO to use with DreamBox, if desired 	<p>Schools and districts use ClassLink because it enables them to easily share data across multiple vendors. If you use ClassLink, use it with DreamBox.</p> <p>• How it works:</p> <ul style="list-style-type: none"> • Select and share only the schools and sections you want in DreamBox • Configure SSO to use with DreamBox, if desired

If want to manually manage rostering, use the Insight Roster Upload option

If you are signing up just a few classrooms, or want individual teachers to make roster changes, use the Insight Roster Upload option for rostering. With this option, changes are reflected in 3-6 business days.

INSIGHT ROSTER UPLOAD	How it works
<ul style="list-style-type: none"> • Allows teachers to make individual roster changes • Can be used in combination with Clever, but is not compatible with SSO 	<ul style="list-style-type: none"> • Download a template file from your administrator Insight Dashboard • Prepare your student and teacher file using the template provided and upload it in the dashboard.

*May not be used in combination with other rostering options.

C. Describe the data exchange process in detail;

DreamBox student usage and proficiency data can be exported as a .csv. This export can be set up to send on a daily basis starting from the first day of usage. District and school level data can also be exported in .csv format from the DreamBox Insights Dashboard.

All data is encrypted in transit and at rest. Server encryption (and external-facing in-flight encryption) uses certificates with root cert from AWS. Internal encryption uses stand-alone public/private keypairs. At-rest encryption is based on certificates and keys from AWS. All application data are encrypted at rest using AES-256. Application data are encrypted in transit using TLS 1.2. The supported ciphers are restricted to the smallest possible subset necessary to support modern browsers, and the overall implementation is graded as A, using online tools such as Secure Socket Layer (SSL) Labs (Qualys). In addition to stream encryption, user passwords are encrypted with application keys and salted in storage.

We use industry-standard SSL encryption technology to safeguard the account registration and sign-up information. Software and site configuration are tested for known vulnerabilities and patterns per the OWASP model, both during development and in place. Audit logs are maintained for admin and other secure access, and those logs are securely transferred to a lockbox account that cannot be accessed directly from the primary DreamBox AWS account. At all times, sensitive customer data remain within the protected AWS environment. Outgoing data to customers is only delivered through authenticated SSL and HTTPS connections to the DreamBox site, or through encrypted delivery of report files.

D. Describe any limitations the proposed solution may have such as the number of teachers for a class and the number of schools associated with teachers and students;

None.

E. Provide per user bandwidth requirements for the proposed solution;

Bandwidth Requirements

Sometimes a building's Internet connection speed is sufficient, but network congestion at a single Wi-Fi access point or computer lab router can become a bottleneck.

Average rate of 4.3 KB/s per student or 5 MB per 20-minute student session

Occasional bursts up to 100 KB/s per student, while short animations are shown.

Bandwidth needs are generally higher when students first log in, and go down after the first few minutes of use.

F. Provide the average bandwidth per student required;

Average rate of 4.3 KB/s per student or 5 MB per 20-minute student session

G. Provide a detailed description of the implementation and support the solution has for LTI version 1.1 or higher certified as a toll Provider (TP) with our LMS Solution (Schoology).

DreamBox provides an SAML 2.0 single sign-on solution. We typically meet the needs of SSO LTI V1.2 i.e., student access to DreamBox VIA the LMS through a Clever or an SAML integration.

TAB 7 - Infrastructure and System Administration

A. Details of the hosting environment including hosting provider, service level agreements between the Offeror and the hosting provider, and length of the relationship between the Offeror and the hosting provider.

DreamBox Learning Math is a hosted, cloud service that runs on Amazon Web Services (AWS) data centers. DreamBox takes advantage of the available features of the AWS cloud offering. Our application servers are implemented as groups of individual nodes, which can scale up and down in quantity in response to load, or a set schedule, known as an auto-scaling-group or ASG. These are presented behind a load balancer array, providing at least two access points to customers, all of which resolve as a single address (play.dreambox.com, for instance). The ASGs are built across multiple AWS data centers (availability zones in their terminology) and provisioned so that we could lose the use of all servers in a data center without a noticeable performance impact.

Within our AWS implementation, we use virtual private cloud isolation, a strict Access Control List and separate AWS accounts to ensure that only intended paths can be used for accessing or processing customer data.

Our data stores are replicated across multiple instances, each in a different AWS availability zone, and at least one replica is maintained in a separate AWS region (US West Coast and the default US East Coast.) This gives us the ability to quickly bring the service back online, even in the (extraordinarily unlikely) case of an entire AWS region going offline.

DreamBox has been hosted in AWS for 10 years.

B. Specifics of structures in place to ensure high availability including redundant Internet paths, hardware failover, scalability, and protection against denial of service attacks or other network threats.

Our data stores are replicated across multiple instances, each in a different AWS availability zone, and at least one replica is maintained in a separate AWS region (US West Coast and the default US East Coast.) Backups are automated, tested, and replicated to a separate geographic location. This provides a series of possible restore paths, depending on the nature of the failure. For instance, an issue with a single server, instance or cache node is addressed automatically. AWS services move all live traffic to the healthy instance, add in a new active member of the set, and drop the member with the issue. If the entire pair develops a problem, then the local replica is promoted to be the new target for live traffic (a process that takes less than 5 minutes). Then, it is elevated to become a redundant pair and a new local replica is added, restoring our standard level of redundancy. In case of a massive failure of AWS availability in the US East region, the replicas for each service in the West region will be designated as new primaries, and redundancy and replication built out from those to restore normal operations. A similar approach can be used if a hostile event (hack or Denial of Service) removes our normal service from operation, even if AWS' functionality is not impacted. Similar redundancy is used to provide failover and quick response to scaling events for load balancers that handle incoming traffic, cache nodes that ensure response times, and compute instances that host Docker containers running application code. All of this rests on AWS' cloud network, with best-in-class hardware redundancy and protections against denial-

of-service attacks. See <https://aws.amazon.com/compliance/data-center/infrastructure-layer/> and <https://aws.amazon.com/shield/>

C. Specifics of security measures in place to ensure that district data is secure during both storage and transit.

We use industry-standard Secure Socket layer (SSL) encryption technology to safeguard the account registration process and sign-up information. Data in transit into or out of the DBL systems is protected by SSL encryption. Data at rest is currently selectively encrypted at a field-by-field level. DBL is investigating options to fully encrypt all at-rest data.

D. SOC 2 compliance status (certification documentation should be provided)

DreamBox is ISO 27001 certified. We can provide a copy of our active certification. We comply fully with all Federal and state regulations, including FERPA, COPPA, CCPA, SOPIPA, CPRA and all other applicable federal and state regulations pertaining to privacy, data handling, student data and education.

E. Specifics of structures in place to ensure acceptable disaster recovery including backup schedules and redundancy.

DreamBox Learning Math is a hosted, cloud service that runs on Amazon Web Services (AWS) data centers. DreamBox takes advantage of the available features of the AWS cloud offering. Our application servers are implemented as groups of individual nodes, which can scale up and down in quantity in response to load, or a set schedule, known as an auto-scaling-group or ASG. These are presented behind a load balancer array, providing at least two access points to customers, all of which resolve as a single address (play.dreambox.com, for instance). The ASGs are built across multiple AWS data centers (availability zones in their terminology) and provisioned so that we could lose the use of all servers in a data center without a noticeable performance impact.

Within our AWS implementation, we use virtual private cloud isolation, a strict Access Control List and separate AWS accounts to ensure that only intended paths can be used for accessing or processing customer data.

Our data stores are replicated across multiple instances, each in a different AWS availability zone, and at least one replica is maintained in a separate AWS region (US West Coast and the default US East Coast.) This gives us the ability to quickly bring the service back online, even in the (extraordinarily unlikely) case of an entire AWS region going offline.

Backup snapshots are taken at least daily for all critical data stores and maintained at the data centers on both coasts. These are rotated out and erased in cycles not longer than 30 days, in order to prevent unwanted long-term storage of data covered by data removal agreements with districts and various state and federal regulations. System data can be restored to the primary (East Coast) instance for data corruption and data loss incidents, or to the failover (West Coast) instance for a disaster recovery or full- data-center failure incident. These processes are tested at least weekly as part of normal infrastructure staging and testing.

F. Internet Bandwidth requirements and provide a per user bandwidth usage specification of the software product.

The Requirements Check link (http://play.dreambox.com/play/check_requirements) will determine if a computer meets our system requirements, including requirements for the web browser, display resolution, and audio.

The list here represents what we regularly validate works well with our service and will be supported through at least June 2020. There are many platforms, devices, and browsers that have all the capabilities required to play DreamBox, and customers may experience no issue with their chosen configuration. However, we cannot verify that our service is compatible with all combinations of hardware and software. If your specific environment is not included here, please reach out to our support team to check if your selected configuration provides the required capabilities for DreamBox.

1. Desktops (includes Laptops and Chromebooks)

Operating System

Chrome OS (auto-updated), Windows 7+, Mac OS 10.10+

Browser

The latest versions of Chrome, Edge, Safari, Firefox, and Internet Explorer 11 - as well as the current ESR version of Firefox - are always supported.

Note: Internet Explorer users may notice a degraded experience with graphics and audio and are highly encouraged to switch to a more modern browser.

2. iPad

Device

iPad 2+, iPad Mini (1st Gen+)

iOS

iOS 9.3 or above

DreamBox Math Apps

Our app is required to be installed, with at least 1GB of space reserved for temporary caching. To ensure your app is automatically updated when updates become available, follow these instructions: <https://support.dreambox.com/s/article/Downloading-or-Updating-the-DreamBox-Math-iPad-App>

Network Configuration and Bandwidth

Firewall/Security Requirements

If you protect your school network by allowing only recognized URLs through your firewall and security settings, please add the dreambox.com domain to all whitelists and security filters. If you can only support individual hosts (not full domains), please add the following hosts to all whitelists and security filters:

- www.dreambox.com

- play.dreambox.com
- static.dreambox.com
- ondemand.dreambox.com
- lms-dreambox-com.s3.amazonaws.com
- If you are using Clever Automated Roster Management, you will also need to add "account.clever.com" to your whitelist.

If you protect your school network by allowing content only from recognized IP addresses, please be aware that static.dreambox.com may become problematic as it is an AWS CloudFront distribution. To counteract this, please whitelist the IP addresses available at <http://d7uri8nf7uskq.cloudfront.net/tools/list-cloudfront-ips> . Please note that this list occasionally changes. If your school starts experiencing issues loading static content like lesson tools or videos, please check this list to make sure all IP addresses have been whitelisted. If they have and you are still experiencing issues, please reach out to our DreamBox Client Support team.

Email Requirements

The following email address should be added to all whitelists in order to ensure the retrieval of any email communication from us: *@dreambox.com

Bandwidth Requirements

Sometimes a building's Internet connection speed is sufficient, but network congestion at a single Wi-Fi access point or computer lab router can become a bottleneck.

Average rate of 4.3 KB/s per student (or 5 MB per 20-minute student session)

Occasional bursts up to 100 KB/s per student, while short animations are shown.

Bandwidth needs are generally higher when students first log in and go down after the first few minutes of use.

G. Specifics of the availability of remote access to the district's data outside of the web-based application.

DreamBox's services are provided using a set of systems hosted in the AWS cloud. All data access is remote, regardless of client location. Application-level access requires unique credentials for an account with a defined role with specific access: generally a student, parent/guardian, educator, school administrator, district administrator, or DreamBox administrator. DreamBox administrators must also complete authorization for initial system access, using separate credentials and MFA (second factor authentication).

System-level access is reserved for a small subset of DreamBox employees in roles that involve authorized access to production systems. This access requires initial authorization using individual credentials and MFA, as well as separate authorization for cloud systems, and audited privilege escalation to gain access to running production systems.

H. Specifics on the frequency and duration of operating system and application updates including the procedures used to inform the district of maintenance windows and system downtime for these tasks.

Software update releases are pushed directly into the DreamBox Learning Production site with no interaction expected or needed from the Client. Information regarding the release is emailed to the DBL Advocate and accessible on the landing page of the Administrator and Teacher dashboards within the DreamBox Learning application. Continued support timelines for previous versions are provided at the time of release. Browser Client updates are delivered seamlessly during the login process and during access of updated pages. iPad client updates are generally delivered annually for major feature release, though security and stability improvements may be delivered more frequently.

There are slightly different approaches for different elements of the infrastructure:

DreamBox-controlled software components (container software, infrastructure configuration automation software, monitoring components, for example)

1. Micro-version updates are generally evaluated for impact and content. If clear value is delivered, update is tested in development environments, then preproduction environments and then rolled to production using rolling deploy (no delay or scheduled maintenance window).
2. Security updates follow the same pattern as other micro-version updates, except the presumption is that they'll be tested and deployed unless there is a clear conflict or excessive risk.
3. Minor-version updates follow the same pattern as micro-version updates, except they are always tested, advanced and deployed
4. Major-version updates follow the same pattern as other updates, except they receive significantly longer testing cycles to allow for any necessary code changes to accommodate changes in the infrastructure software. Some major-version updates require scheduled maintenance windows due to incompatibilities between current and new versions.

AWS infrastructure components (RDS databases, ElastiCache nodes, Load Balancer nodes, for example)

1. All components are set to automatically apply micro-version updates. These are delivered seamlessly using built-in redundancy and automated procedures.
2. Minor versions of most components are updated whenever there are security implications or if they correct known issues for our use.
3. Major versions are deployed as part of planned change as they are often disruptive and require maintenance. However, these are applied within a quarter in all cases, and generally within 30 days.
4. Exception: major versions of some software elements (such as MySQL) are essentially different systems. These offer current, secure versions of multiple major version families. For instance, there may be a current and secure version of MySQL 5.6, one for MySQL 5.7 and even one for MySQL 5.8. In this case, DreamBox will stay on the current subversion of the major version currently in use until the newer version family can receive significant testing and all necessary code updates and mitigation.

OS-level components

1. In most cases, these are handled like Dreambox-controlled software components.
2. However, security fixes for OS-level issues do not always follow the same delivery path. In some cases, fixes for newly identified vulnerabilities may be available from third-party sources before they're delivered through standard channels.
3. In the case of a security fix that is not yet available through our standard delivery source, DreamBox may pull, test and deploy a fix from a third-party source, if:
 - The vulnerability in question is severe enough to warrant a nonstandard path.
 - The fix is from a known and trusted source.
 - We have adequate visibility into and understanding of the fix to be confident it's not a possible vector for additional vulnerabilities.

I. Any tools available to measure system responsiveness.

DreamBox monitors, alerts on, and responds to system response times at multiple levels:

- Individual components (generally, containers running on orchestrated clusters) are monitored for response times. Consistent operation outside of normal thresholds results in that component being replaced. Tools include DataDog, log-analysis software, and Lacework anomaly detection, as well as native AWS metrics.
- Similarly, cluster nodes that fail to operated within normal parameters have all resident containers and functions moved to other nodes, and then are removed from service. Tools include DataDog, log-analysis software, and cluster orchestration software functionality, as well as native AWS metrics.
- Each service (authorization, for instance, or login, or customer dashboard) is tracked for response times. Alarms are triggered for anomalous values, and interruptive alarms (paging/texts/calls) are generated for response times over acceptable thresholds. These service-level events may not be directly visible to customers, but can cause more visible impacts depending on the service. Tools include DataDog, log-analysis software, and Lacework anomaly detection, as well as NewRelic analysis tools.
- Customer-facing sites (for student play, dashboards, login) are closely monitored for response times. Alarms are triggered for anomalous values, and interruptive alarms (paging/texts/calls) are generated for response times over acceptable thresholds. Tools include Pingdom, NewRelic, and internal monitoring tools.

J. Any limits on data storage (i.e. user quotas, access to previous year data, database size, etc.).

None.

K. Details about how Digital Math services would recover in the event of an internet or system outage. The proposed solution shall be deployed on servers and equipment hosted or administered by the Successful Offeror. Hosting the solution on a 3rd party, such as Amazon or Azure, is acceptable.

DreamBox Learning Math is a hosted, cloud service that runs on Amazon AWS data centers. DreamBox takes advantage of the availability features of the AWS cloud offering. Our application servers are implemented as groups of individual nodes, which can scale up and down in quantity in response to load or a set schedule, known as an auto-scaling-group or asg.

These are presented behind a load balancer array (an ALB), providing at least two access points to customers, all of which resolve as a single address (play.dreambox.com, for instance). The ASGs are built across multiple AWS data centers (availability zones, in their terminology) and provisioned so that we could lose the use of all servers in a datacenter without a noticeable performance impact.

Within our AWS implementation, we use VPC isolation, strict ACLs and separate AWS accounts to ensure that only intended paths can be used to access or process customer data.

Our data stores are replicated across multiple instances, each in a different AWS availability zone, and at least one replica is maintained in an entirely different AWS region (US West Coast and the default US East Coast.) This gives us the ability to quickly bring the service back online, even in the (extraordinarily unlikely) case of an entire AWS region going offline.

TAB 8 - Reporting and Monitoring

A. Describe program-specific progress monitoring. While program monitoring is desired, HCPS shall continue to monitor student progress using a progress monitoring tool that is independent of the students' curriculum/intervention.

A robust set of classroom and school-level reports that detail student usage and progress, as well as reports that group students by proficiency, give teachers and administrators insight into how students are moving through the curriculum, with up-to-date achievement levels against multiple standards. By using these reports, teachers are empowered to make appropriate instructional and intervention decisions and individual student comprehension details can be easily shared with parents.

DreamBox recently released an updated version of the Insights Dashboard on July 1, 2020.

After extensive research with feedback from many of our customers, we identify key changes that needed to be made to the Insight Dashboard. We identified four principles for the refresh: Make the Insight Dashboard Relevant, Easy to Navigate, Timely and Actionable.

- **Relevant:** The new Home Page brings together educator data about their class for the week into a single view that they can easily scroll through to plan their day-to-day.
- **Easy to Navigate:** A new filter-style navigation design makes it easy to find exactly what you're looking for.
- **Timely:** Customer feedback told us we needed a clear split between "what's going on right now" and "data about this school year". To that end, we've moved monthly reports into the "Reports" Page and we've created the new "Home" Page for educators with classrooms to view data from this week and last week about each of their classes.
- **Actionable:** The Insight Dashboard will easily direct you to actions you can take within DreamBox or information that can inform in-class opportunities.

The DreamBox Learning adaptive curriculum provides unique learning pathways based on each for each student's ability. Teachers can also use Assignments to assign specific lessons for students needing reinforcement and extra practice. With Assignments™, teachers can create differentiated assignments in DreamBox that align to the needs of the whole class, small group or individual student, and DreamBox will automatically tailor the lesson to align to each student's level of readiness.

Assignments enables teachers to use up-to-date standards proficiency data to determine which of their students are ready for the assignment and which students might not need it. Lessons completed in the Assignments area will not impact a student's DreamBox recommended lessons. Assignments offers the perfect blend of adaptive engine and ability to align with instruction. As students drive their own personalized learning paths through DreamBox's recommended lessons, they will be able to easily identify and access their teacher's assignments. Teachers will be able to see which students completed their DreamBox assignments and how well each student performed.

With Assignments, you can leverage the power of DreamBox's proven K-8 digital math curriculum to:

DreamBox Assignments is a great way to help you guide student learning. This tool enables teachers to give students up to two assignments at a time from across all DreamBox content.

Teachers can choose between **short-term assignments**, which include one to two lessons and are active up to 14 days, or **long-term assignments**, which continuously present students with lessons in the specified standard or cluster over several weeks or until they demonstrate proficiency in the standard(s).

To target a particular gap in students' learning, navigate to the **Standards** tab in the classroom view to see which standards your students have made progress in but haven't completed. These are indicated by half-filled blue circles. Hover over these circles to see exactly how far along a student is on the standard. Select the grade level at the top of the page to focus on identifying gaps from previous grade levels.

Overview Activity **Standards** Usage AssignFocus Roster

Grade 4 Grid View Print Export

Grade 4 Standards as of February 9, 2018	G		MD							NBT						NF						
	4.G.A.1	4.G.A.2	4.MD.A.1	4.MD.A.2	4.MD.B.4	4.MD.C.5	4.MD.C.6	4.MD.C.7	4.NBT.A.1	4.NBT.A.2	4.NBT.A.3	4.NBT.B.4	4.NBT.B.5	4.NBT.B.6	4.NF.A.1	4.NF.A.2	4.NF.B.3	4.NF.B.4	4.NF.C.5	4.NF.C.6	4.NF.C.7	
Proficient	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	
In Progress	1	0	0	0	1	1	0	1	1	1	1	0	1	1	1	0	0	0	0	0	0	
Students [3]																						
Jean Grey	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	
Natasha Romanova	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	
Peter Parker	●	○	○	○	●	●	○	●	●	●	●	●	●	●	○	○	○	○	○	○	○	

Peter Parker | 4.MD.C.7 | 55%

Standards Report: Math Block 1 > Atterberry, Ruben Close Report

Standards Proficiency Updated as of August 14, 2020 (Today) Print Export

< K (10/13) 1 (17/17) **2 (11/22)** 3 (0/37) 4 (0/29) 5 (0/27) 6 (0/25) 7 (0/15) 8 (0/13) ALG (0/15) >

GRADE 2 (11/22)

ADDITION & SUBTRACTION (7)

- Addition & Subtraction: Landmark Numbers Not Started
- Adding & Subtracting Groups of Tens Proficient
- Addition: Compensation Not Started
- Finding Groups of Tens Proficient
- Identify Number Pairs up to 200 Not Started
- Identifying Missing Tens In Progress (25%)
- Making Jumps of 10 Proficient
- Making Jumps of 3 to 9 Proficient
- Subtraction: Constant Difference Not Started
- Addition: Doubling Not Started
- Patterning with Numbers In Progress (10%)

COMPARISONS & ORDERING (7)

- Assessing Equality Proficient
- Compare Numbers up to 1000 Not Started
- Compare Numbers up to 500 Proficient
- Finding Equal Expressions Proficient
- Hundreds Charts to 500 Proficient
- Hundreds Charts to 1000 Not Started
- Placing Multiples of 10 on a Number Line to -100 Proficient

PLACE VALUE (2)

- Place Value to 1000 In Progress (93%)
- Place Value to 500 In Progress (93%)

B. Provide samples and descriptions of reports offered and the ability to customize content and reports.

DreamBox evaluates and monitors student progress on a continuous basis and provides relevant and actionable reporting in real-time. These reports are easily accessible to both educators and parents within their DreamBox dashboard. Because DreamBox is a web-based program the reporting is continuously updated every time a student finishes a lesson.

District leaders can easily access reports showing the usage, proficiency, and progress of students across the entire district, at specific buildings, or for specific grade levels. These reports enhance the use of DreamBox Learning math program in your district. Our reports are easy to understand and give educators and administrators the support needed to make data-informed decisions. They're easily customizable by grade, school, classroom, and date range and are available in an intuitive format that's easy to navigate.

Educators can generate their own reports from the DreamBox Insight Dashboard, and we support more customized ad-hoc reports upon request. These include Impact Reviews & Executive Summary Reports

DreamBox recently released an **updated version of the Insights Dashboard on July 1, 2020.**

Home Page

The new Home Page is for educators with classrooms to view what's going on with the students in their classes this week and last week. The Home Page brings together information about student usage, notifications about milestones or students who may need assistance, what students are currently working on, creating Assignments and roster information about the class.

Math Period 5's Goal: 5+ lessons/wk

STUDENT USAGE

Name	Grade	Last Activity Completed	Total Time	Total Lessons
Hedding, Lashawnda	0	Completed with understanding: Sums of Values to 10 Using a Ten Frame Manipulative...	18 min	33
Larocco, Neely	0	Completed with understanding: Skip Counting by Adding a Multiple of 10 Between 20 ...	141 min	12
Garfunkel, Dewey	0	Lesson paused: Representing Numbers 41 to 100 Strategically with a Math Rack	27 min	2
Wiemer, Oswaldo	0	No Activity	--	0
Trenner, Daniela	0	No Activity	--	0
Torchia, Annamaria	0	No Activity	--	0
Perucelli, Bethann	0	No Activity	--	0
Peskind, Beryl	0	No Activity	--	0
Mattier, Janelle	0	No Activity	--	0
Lavern, Dong	0	No Activity	--	0

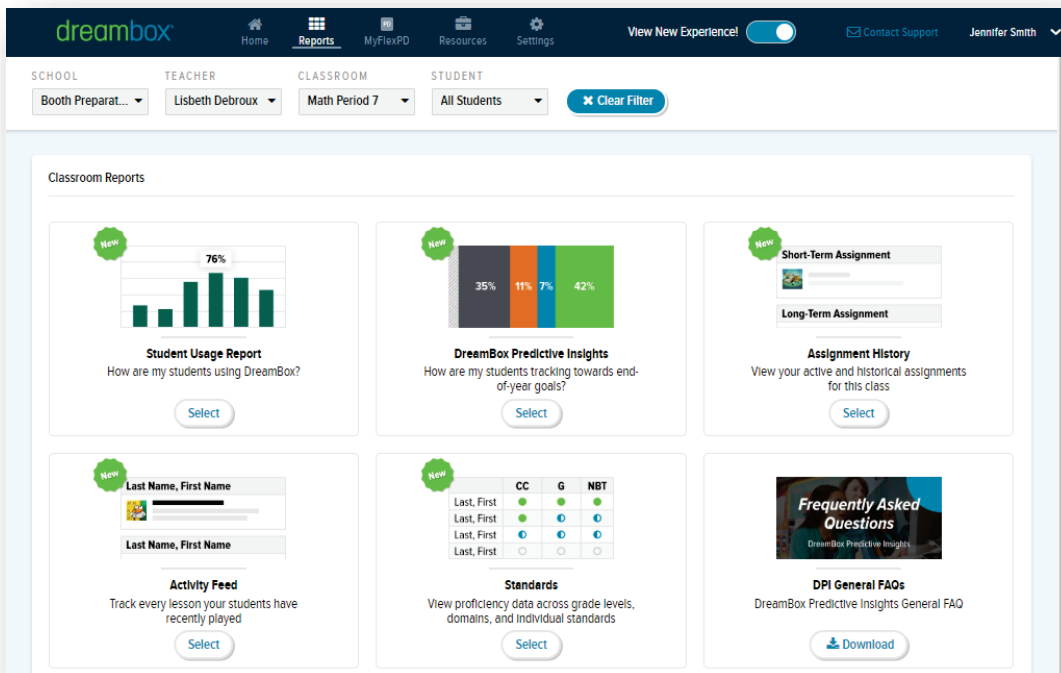
1-10 of 20

ALERTS & ACHIEVEMENTS

- Standards Completed: 0
- Lesson Groups Completed: 1
- May Need Attention: 1

Reports Page

The new Reports Page is where all DreamBox educators can find all their monthly reports. For example, a District Administrator will be able to view the Student Usage report for all levels of their District, whereas an educator can see Student Usage for their classes. Legacy reports will also be available in the Reports page



Each user type has access to the following reports:

Educator:

- At a "All Classroom" Level will see a summary of Student Usage Report and a summary of DreamBox Predictive Insights Report.
- At a specific "Classroom" Level will see Student Usage Report, DreamBox Predictive Insights Reports, Standards Report, Assignment History Report, Activity Feed Report for the classroom which has been chosen.
- At a specific "Student" Level will see the Standards Report, Activity Feed Report and the Student Overview Report for the specific student who has been chosen.

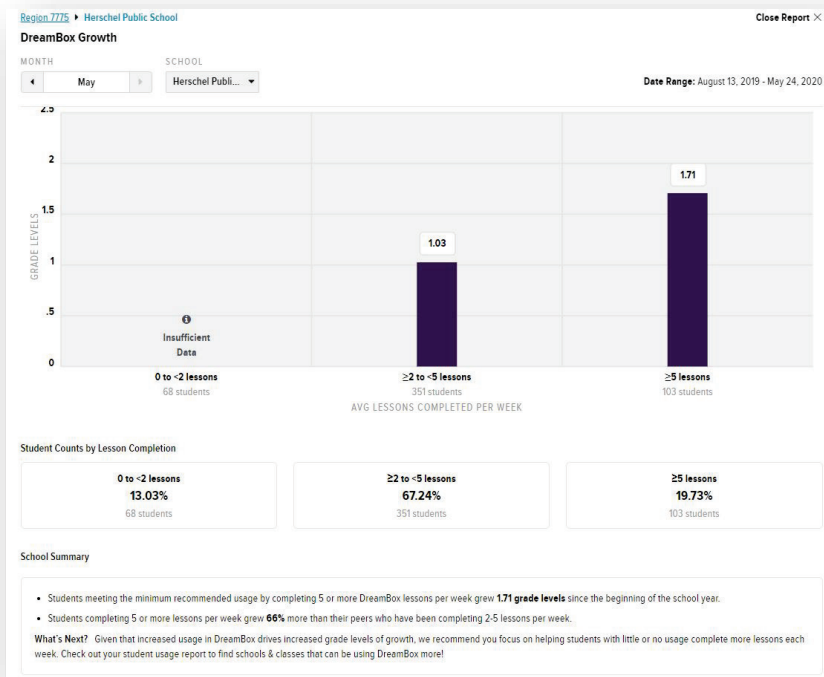
School Administrator:

- All the educator reports.
- At a "School" Level will see the school-specific view of the Student Usage Report, DreamBox Predictive Insights Report and educator Usage Report.

District Administrator:

- All the School Administrator Reports and all the educator Reports.
- At a "District" Level will see the district-specific view of the Student Usage Report, DreamBox Predictive Insights Report and educator Usage Report.

The following screenshots offer a more detailed view of reports generated from the Insights Dashboard



Dreambox Student Usage
 Region 7775 | Grade 1 | Date Range: July 1, 2020 - July 30, 2020

Overall District Metrics

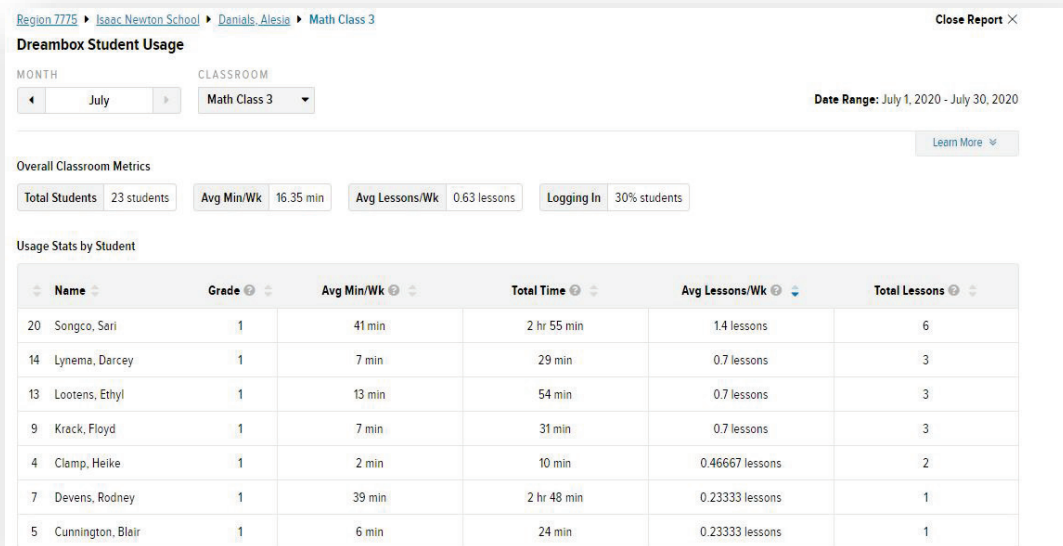
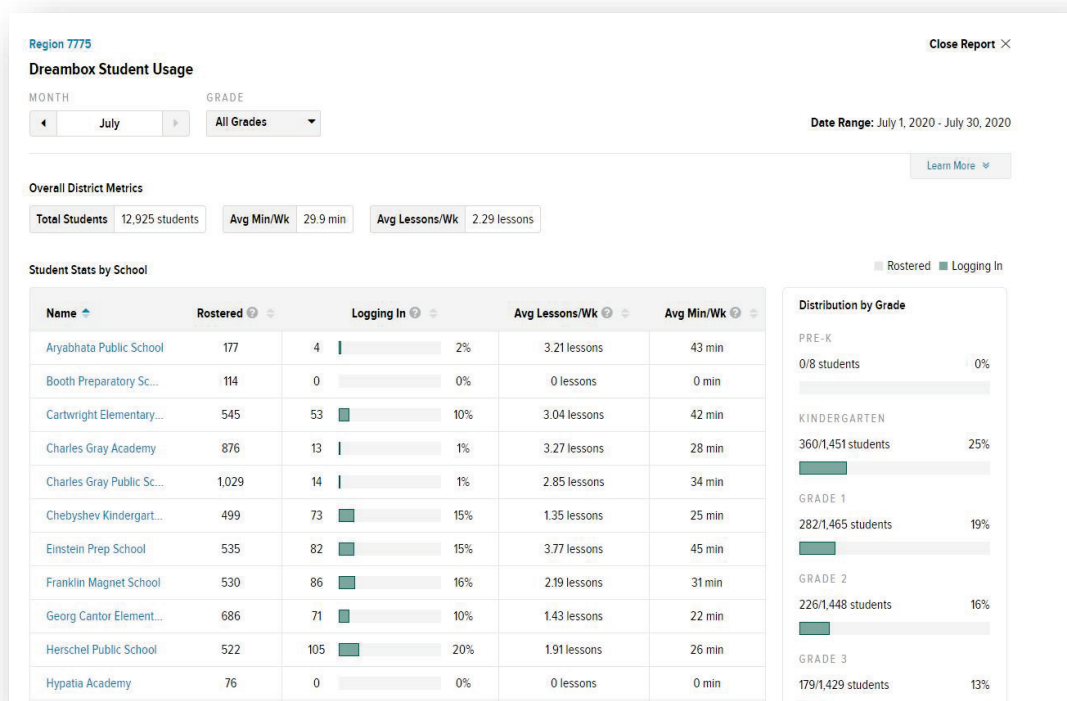
Total Students	1,465 students	Avg Min/Wk	30.06 min	Avg Lessons/Wk	2.12 lessons
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Student Stats by School

Name	Rostered	Logging In	Avg Lessons/Wk	Avg Min/Wk
Chebyshev Kindergart...	106	18 (17%)	1.02 lessons	28 min
Einstein Prep School	92	16 (17%)	4.2 lessons	45 min
Franklin Magnet School	96	18 (19%)	1.66 lessons	15 min
Georg Cantor Element...	149	18 (12%)	2.77 lessons	40 min
Herschel Public School	97	22 (23%)	2.09 lessons	33 min
Ingrid Daubechies Kin...	117	25 (21%)	3.43 lessons	39 min
Isaac Newton School	144	34 (24%)	2.22 lessons	32 min
Khayyam Charter Sch...	2	0 (0%)	0 lessons	0 min
Mahavira Charter Sch...	174	50 (29%)	1.61 lessons	30 min

Distribution by Grade

GRADE 1: 282/1,465 students (19%)



The following features are available with DreamBox Learning Advanced:

DreamBox Predictive Insights

This reporting feature offers highly accurate predictions throughout the school year about student proficiency on a year-end state test for students completing at least 12 lessons within the past 6 weeks. DreamBox Predictive Insights empowers educators with grade-level math test proficiency predictions that are 85% accurate and reported every month. With schools closed and state tests canceled due to COVID-19, district administrators won't have access to spring test data that they rely on to make decisions about curriculum and intervention.

Administrator: Quickly gain insight into predictions about how all your schools, classrooms, and students would perform on a year-end grade-level math test. DreamBox Predictive Insights provides clear and up-to-date reports with data that is gathered as students work on their lessons, with no additional class time lost to testing or changes to teacher classroom routines.

These highly accurate proficiency predictions are built using cutting-edge data science and expertise DreamBox developed over the past decade and are accurate in all states, so the reports are always relevant to your school or district.

Classroom Educator: Quickly gain a vision into how your students are predicted to perform on the year-end grade-level math test, without requiring additional time for testing or any change to your classroom routine. DreamBox Predictive Insights provides clear and up-to-date proficiency predictions for every student, helping you more easily make sure every student is supported.

See the following pages for more on DreamBox Predictive Insights.

DreamBox Predictive Insights

See Predictions for Year-End K-5 Student Proficiency Across your District, Throughout the School Year



Ensure every student has the best opportunity for success and has the right support to be proficient in grade-level math with DreamBox Predictive Insights. Built upon data from DreamBox’s leading interactive lessons, DreamBox Predictive Insights provides educators with insights and predictions about year-end proficiency on state math exams for K-5 students.

PREDICTIVE REPORTS WITH NO TESTING REQUIRED

DreamBox Predictive Insights provides accurate and up-to-date proficiency predictions to educators with data gathered as students learn, meaning there are no tests, assessments, or diagnostics required.

These predictions are 85% accurate and are available throughout the school year as monthly reports after just the first six weeks of DreamBox use.

Accurate predictions based on data from students completing DreamBox lessons, meaning no need for additional tests or assessments.

HELPS EDUCATORS SUPPORT ALL STUDENTS

Insights about future student proficiency to help plan for now

- Look across your district to know how every elementary student, classroom, and school is likely to perform on their grade-level state math assessment.
- Gain insights about how to help students at all levels with predictions for year-end proficiency that are 85% accurate, as accurate as any assessment or diagnostic.
- Based on data from deeply interactive DreamBox lessons, so no class time lost to additional testing because information is gathered as students progress in their learning.

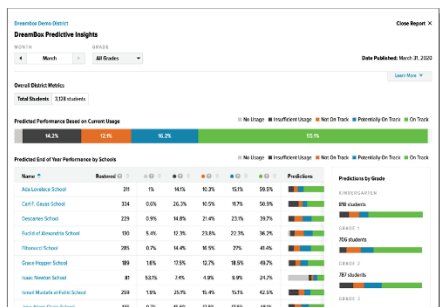


DreamBox Predictive Insights is available for all educators beginning in the 2020-21 school year as an add-on to DreamBox Math K-8.

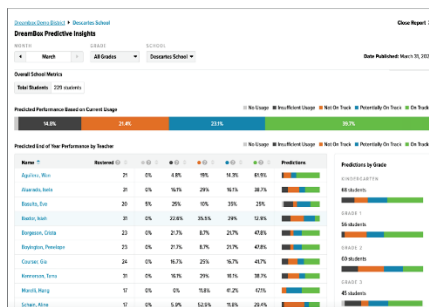
Better insight from better lessons

DreamBox’s interactive lessons power DreamBox Predictive Insights. Reports are based off students’ conceptual approaches to problems, not just right and wrong answers, giving much deeper insight to educators.

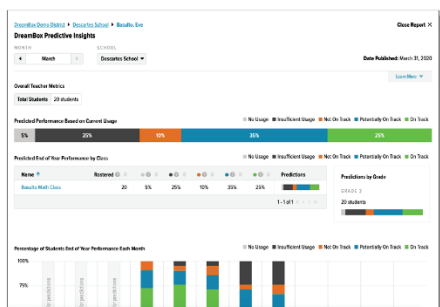
DREAMBOX PREDICTIVE INSIGHTS REPORTING VIEWS



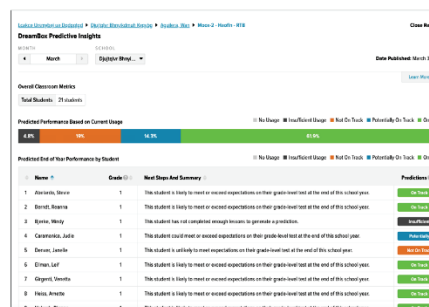
District Reports: District administrators and other educators with district-level reporting access can see reports showing predictions for all schools in the district. Reports can be filtered and sorted, and educators can click through to see details.



School Reports: The school-level reporting view shows student proficiency predictions for all teachers using DreamBox within a school. This helps educators see areas of success, and find pockets for additional focus.



Teacher Reports: Educators can look at student proficiency projections at the level of an individual teacher. This view shows a breakdown of expected proficiency for each class taught by the teacher.



Classroom Reports: Reports at the classroom level show proficiency predictions for each individual student in that class. Educators can see who is on track, and who needs a bit of extra help to be proficient at the end of the year, which helps inform how each student is supported.

INTERESTED IN LEARNING MORE?

Visit dreambox.com/predictive-insights or talk to your DreamBox Sales or Client Experience representative.

Visit dreambox.com



“DreamBox Predictive Insights and the information available provides tangible insights that teachers can use to help their students make proficiency gains earlier in the learning cycle, address gaps, and put all students on the right path for learning and achievement.”

– Lisa Kotowski | Assistant Superintendent of Curriculum and Instruction
Lodi Unified School District

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Student Next Steps

The Student Next Steps view gives educators quick access to a detailed view into student progress across Lesson Group concepts, what they should work on next, and information that helps with grouping students together. Teachers can also use this actionable data to know exactly what students are ready for what topics, so that they can strategize and plan for individual, small group, or whole group instruction. This time-saving and insightful feature helps teachers gain a better sense of where each student is, what they're working on, and see suggestions about how to best have students work with one another so they can reach their learning goals.

VIEWING: This Week | CLASSROOM: Adventure Park... | STUDENT: Emily Clark | Date Range: Feb. 10 - Feb. 14, 2020 | Print | Export

Emily's Goal: 5+ lessons/wk | Time: 15 min | Lessons: 0 | EOSY Prediction: Not on Track | New Message

AVAILABLE LESSONS **New**

LESSON GROUP: Identifying Number P... | Proficiency: 25%

Identifying Number Pairs: Students identify pairs of numbers that add up to 15, 20, 50, and 100 using multiples of 5 and 10.
Standards: 1.OA.B.3, 1.OA.B.4, 1.OA.C.6, 1.OA.D.8, 2.NBT.B.5, 2.OA.B.2

What options can Emily choose from?

Lessons (2)	Type of Learning	Details
Identifying the Hidden Addend in a Pair with Sums to 100: Addend Pairs with 1s or 3s	Looking for Structures and Relationships	Demo
Selecting Pairs of Numbers that Sum to 100	Fluency, Application & Skill Practice	Demo

What other students are working on this concept?

Students (3)	Grade	Proficiency	EOSY
Anderson, Jeff	1	5%	Not on Track
Clark, Julie	1	10%	On Track
Brown, Charlie	1	5%	Not on Track

**(Note: This is an early preview of this feature and the screenshot is for demonstration purposes only. The user interface and aspects of some features will likely change slightly before general availability, which is scheduled for July 2021)*

Insight Dashboard 2020 Update

A NEW DASHBOARD THAT'S FASTER TO USE, EASIER TO BROWSE, AND BETTER ORGANIZED FOR EVERYDAY NEEDS OF EDUCATORS.



The Insight Dashboard 2020 Update brings a collection of exciting new features including an improved navigation, better report browsing, new reports and metrics, and more!

With a design based on extensive research and feedback, it now better reflects how educators use data in planning and organizes information more clearly.

A DASHBOARD DESIGNED TO ACHIEVE FOUR GOALS

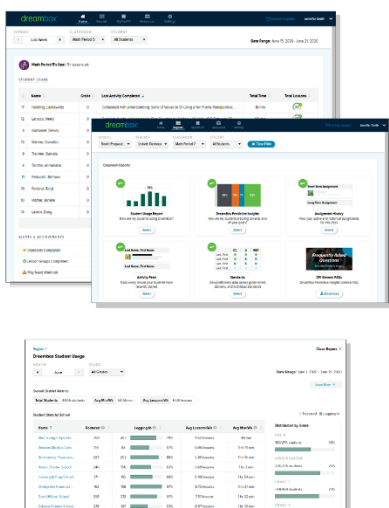
Timely: The right data is presented in the right place at the right time.

Easy to Navigate: The new reporting structure and filtering is intuitive and clear.

Actionable: Educators are directed to actions that can be taken within DreamBox.

Relevant: Weekly educator data about classes in a single view that is easily accessed.

The Insight Dashboard 2020 Update introduces a new design and organization that saves time and makes it easy to find the right information.



UPDATED NAVIGATION AND DESIGN

Home and Reports Pages

Two new pages present information organized by how it's used. A new Home Page has data and tools for day-to-day planning, and a new Reports Page has monthly reports for when it's time to dig deeper into the data.

Filter-style Navigation

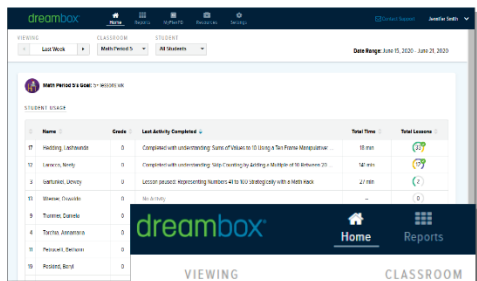
New layouts and filter navigation make it easy to find exactly what's needed. Educators can quickly jump between different views within the same report or page and drill down into the different levels of information.

A NEW WAY TO TRACK STUDENT USAGE

Updated Metric and Report for Tracking Student Usage

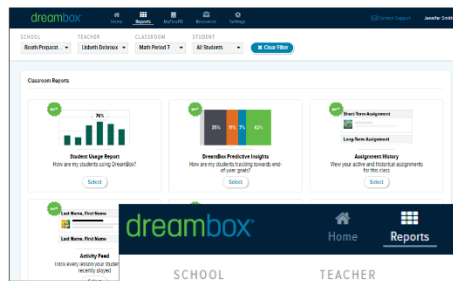
A new Student Usage Report helps administrators track implementation fidelity and the Active Student metric has been improved to be clearer based on feedback.

INSIGHT DASHBOARD 2020 UPDATE - FEATURES AND UPDATES



A HOME PAGE FOR DAY-TO-DAY PLANNING

The new Home Page makes it easy for classroom educators to gain a quick view of what's happening in their classes for the current and previous weeks. Make assignments, see what students are working on, and click through to individual student details all from one page.

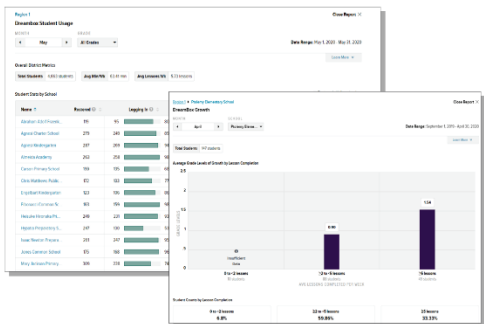
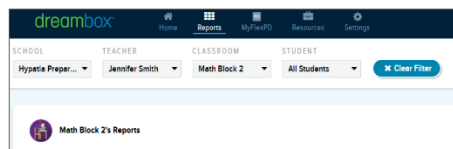


A REPORTS PAGE FOR DIVING INTO DETAILS

The new Reports Page is where educators can find monthly reports for when it's time to take a more in-depth look at student progress. Reports on the Reports Page are customized for different roles within a school or district, so everyone gets what they need with fewer distractions.

FASTER ACCESS TO INSIGHTS AND INFORMATION

Educators can effortlessly jump between views for different schools, grades, teachers, and classrooms. The new filter navigation makes it easy to change which data shows in a report or on a page, letting educators focus attention on students, not systems.



TWO NEW REPORTS FOR STUDENT USAGE AND GROWTH

The **Student Usage Report** helps educators see which students, classrooms, and schools are hitting their goals with DreamBox to help ensure students are making the most learning progress.

The **Growth Report** for District and School administrators shows learning growth across different schools and classrooms for grades K-5.

Visit dreambox.com for more information

Follow us on social for the latest updates on new features, activities, and all things DreamBox.



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TAB 9 - Pricing/Cost Proposal

Attachment G
Pricing Scenario

Provide pricing for the scenario below based off pricing being offered.

Scenario	Price
Provide pricing for an annual subscription for one site license for an elementary school with 415 students	\$ 15.00 = \$13,500
Provide pricing for an annual subscription for one site license for a middle school with 900 students	\$ 15.00 = \$6,225
Provide pricing for an annual subscription for one site license for a high school with 1,700 students	\$
Printed Materials	\$
Consumables	\$
Provide pricing for 1 day (6 hours) of on-site professional development training for staff of 25	\$ 4,000 Pending COVID restrictions
Describe what professional learning options would be available if the county purchased a district license. (46 ES, 12 MS, 10 HS)	\$ Live Webinars (60 minutes up to 50 participants)- \$500 Virtual Onsite- \$4,000 DreamBox University Subscription- \$20 /educator
Total	\$ Total will vary based on PD purchase

**ATTACHMENT H
PRICING OPTIONS**

Provide pricing as it relates to the proposed solution	Price
Price per Student	\$ 15.00
Price per Teacher	\$
Price per Classroom	\$
Price per Site	\$
Price for District License PreK-5	\$
Price for District License PreK-8	\$
Price for District License PreK-12	\$
Price for District License 6-8	\$
Price for District License 6-12	\$
Price for District License 9-12	\$
1 day of Professional Development- train the trainer model (20 Elementary or Secondary ILCs/ITRTs, 3 Educational Specialist, + 1 additional personnel- total of 20 ±)	\$ 4,000
1 day of Professional Development - price per teacher	\$ price per teacher \$65- \$135 (30-60 educators)
1 day of Professional Development for Elementary or Secondary School Staff- approximately 35 - 100	\$ 4,000 per facilitator

Additional Professional Development models	\$
Printed materials – provide list of pricing for each product offered	\$
Consumables – provide list of pricing for each product offered	\$
Provide information on price breaks for volume purchases.	

TAB 10 - References

Chesterfield County Public Schools

DeAnna Moreau, NBCT, Ed.D.

Curriculum Specialist - Elementary Mathematics

DeAnna_Moreau@ccpsnet.net

(804) 639-8979 (office)

Newport News

Lisa Coffman - Supervisor- Elementary Mathematics

LLisa.Coffman@nn.k12.va.us

(757) 591-4500

Loudoun County Public Schools

Nicole Akers- Math Specialist

nicole.akers@lcps.org

Phone (571) 252-1340

TAB 11 - Appendices

- E. The Vendor may also store HCPS Data on servers housed in datacenters owned and operated by third parties, provided the third parties take reasonable precautions to protect the security and confidentiality of HCPS data.

III. USE OF, STORAGE OF, OR ACCESS TO HCPS DATA

- A. Vendor shall only use, store, or access HCPS data:
 - 1. In accordance with, and only to the extent permissible under the contract for services; and
 - 2. In full compliance with any and all applicable laws and regulations, only to the extent applicable to Vendor, including the Family Educational Rights and Privacy Act (FERPA); and
- B. Vendor agrees that the use, storage, and access to HCPS Data shall be performed with that degree of skill, care, and judgment customarily accepted as sound, quality, and professional practices. Vendor shall implement and maintain safeguards necessary to ensure the confidentiality, availability, and integrity of HCPS Data. Vendor shall also implement and maintain any safeguards required to be implemented by applicable state and federal laws and regulations.
- C. HCPS reserves the right to request security information reasonably necessary to ascertain HCPS's own compliance with state and federal data privacy laws.
- D. If Vendor becomes aware that HCPS Data may have been accessed, disclosed, or acquired without proper authorization and contrary to the terms of this Agreement or the Contract, Vendor shall use reasonable efforts to alert HCPS of any Data Breach within **three** business days, and shall immediately take such actions as may be necessary to preserve forensic evidence and eliminate the cause of the Data Breach. Vendor shall give highest priority to immediately correcting any Data Breach and shall devote such resources as may be required to accomplish that goal. Vendor shall provide HCPS information necessary to enable HCPS to fully understand the nature and scope of the Data Breach. Upon request, Vendor shall provide HCPS information about what Vendor has done or plans to do to mitigate any deleterious effect of the unauthorized use or disclosure of, or access to, HCPS Data. In the event that a Data Breach requires Vendor's assistance for mitigation, such assistance shall be provided at no cost to HCPS. HCPS may discontinue any services or products provided by Vendor and any payments to Vendor until HCPS, in its sole discretion, determines that the cause of the Data Breach has been sufficiently mitigated.
- E. If Vendor is served with any subpoena, discovery request, court order, or other legal request or command that calls for disclosure of any HCPS Data, Vendor shall promptly notify HCPS in writing and provide HCPS sufficient time to obtain a court order or take any other action HCPS deems necessary to prevent disclosure or otherwise protect HCPS Data. In such event, Vendor shall provide HCPS prompt and full assistance in HCPS's efforts to protect HCPS Data. Where

Vendor is prohibited by law from notifying HCPS of a legal request for HCPS Data, Vendor will comply with all applicable laws and regulations with respect to the requested HCPS Data.

- F. Upon expiration or termination of the Contract, Vendor shall ensure that no Data Breach occurs and shall follow HCPS's instructions as to the preservation, transfer, or destruction of HCPS Data. The method of destruction shall be accomplished by "purging" or "physical destruction", in accordance with National Institute of Standards and Technology (NIST) Special Publication 800-88. Upon request by HCPS, Vendor shall certify in writing to HCPS that return or destruction of data has been completed. Prior to such return or destruction, Vendor shall continue to protect HCPS Data in accordance with this Agreement.
- G. This Agreement shall survive the expiration or earlier termination of the Contract. However, upon expiration or termination of the Contract, either party may terminate this Agreement.

FOR HCPS:

FOR VENDOR: DreamBox Learning, Inc.

Name

Signature

Title

Date

Lance Ludman

Name



Signature

CFO

Title

04/05/2021

Date



COMMONWEALTH OF VIRGINIA

County of Henrico

DEPARTMENT OF FINANCE
Oscar Knott, CPP, CPPO, VCO
Purchasing Director

Addendum No. 1

Date: April 1, 2021
Request for Proposal: #21-2142-3EMF Digital Mathematics (PreK-12) Curriculum for Tier I, II and III
Receipt Date/Time: April 29, 2021; 2:00 p.m.
Subject: Numbered Tabs

Ladies/Gentlemen,

Please make the following corrections, deletions and/or additions to the above referenced RFP:

Sec.VIII.B. Items 6-14 Tabs are misnumbered. Corrected Tab numbers are as follows:

Item 6. Tab 5
Item 7. Tab 6
Item 8. Tab 7
Item 9. Tab 8
Item 10. Tab 9
Item 11. Tab 10
Item 12. Tab 11
Item 13. Tab 12
Item 14. Tab 13


All other specifications and General Terms and Conditions shall remain the same.

Offerors must take due notice and be governed accordingly. Acknowledgement of the receipt of this addendum shall be made in your proposal.

Failure to acknowledge this addendum may result in your proposal being declared non-responsive.

Sincerely,
Eileen M. Falcone
Assistant Division Director
Fal51@henrico.us

ACKNOWLEDGEMENT:

Signature: 
Print Name: Lance Ludman, CFO
Company: DreamBox Learning, Inc.
Date: 04/13/2021



COMMONWEALTH OF VIRGINIA
County of Henrico

DEPARTMENT OF FINANCE
Oscar Knott, CPP, CPPO, VCO
Purchasing Director

Addendum No. 2

Date: April 16, 2021
Request for Proposal: #21-2142-3EMF Digital Mathematics (PreK-12) Curriculum for Tier I, II and III
Receipt Date/Time: April 29, 2021; 2:00 p.m.
Subject: Numbered Tabs

Ladies/Gentlemen,
Please make the following corrections, deletions and/or additions to the above referenced RFP:

Sec.VIII.B. Item 4 - Tab 3 Offeror Qualifications, Exception, Resumes and Financial Capacity.

Change to read. Offeror Qualifications, Experience, Resumes and Financial Capacity


All other specifications and General Terms and Conditions shall remain the same.

Offerors must take due notice and be governed accordingly. Acknowledgement of the receipt of this addendum shall be made in your proposal.

Failure to acknowledge this addendum may result in your proposal being declared non-responsive.

Sincerely,
Eileen M. Falcone
Assistant Division Director
Fal51@henrico.us

ACKNOWLEDGEMENT:

Signature: 
Print Name: Lance Ludman
Company: CFO
Date: 04/27/2021