

CONTRACT AMENDMENT NUMBER 1

I. PARTIES

This Amendment to the above-referenced Original Contract (hereinafter called the Contract) is entered into by and between Amplify Education, Inc., 55 Washington Street, Suite 900, Brooklyn, NY 11201-1071, (hereinafter called Contractor), and the State of Colorado (hereinafter called the State) acting by and through the Colorado Department of Education (hereinafter called CDE), 201 East Colfax, Denver, Colorado 80203.

II. EFFECTIVE DATE AND ENFORCEABILITY

This Amendment shall not be effective or enforceable until it is approved and signed by the Colorado State Controller or designee (hereinafter called the Effective Date). The State shall not be liable to pay or reimburse Contractor for any performance hereunder including, but not limited to, costs or expenses incurred, or be bound by any provision hereof prior to the Effective Date.

III. FACTUAL RECITALS

The Parties entered into the Contract to implement the use of an early literacy assessment tool that teachers may use to conduct real-time assessments of the reading skill levels of students enrolled in kindergarten through third grades and, based on the assessment results generate intervention plans and materials. The purpose of the amendment is to provide for additional training sessions.

IV. CONSIDERATION-COLORADO SPECIAL PROVISIONS

The Parties acknowledge that the mutual promises and covenants contained herein and other good and valuable consideration are sufficient and adequate to support this Amendment. The Parties agree to replacing the Colorado Special Provisions with the most recent version (if such have been updated since the Contract and any modification thereto were effective) as part consideration for this Amendment.

V. LIMITS OF EFFECT

This Amendment is incorporated by reference into the Contract, and the Contract and all prior amendments thereto, if any, remain in full force and effect except as specifically modified herein.

VI. MODIFICATIONS

The Amendment and all prior amendments thereto, if any, are modified as follows:

A. Paragraph VII.D. shall be amended as follows:

1. Paragraph VII.D.6.c. shall be amended by adding the following sentence:

One day "Taking Action with Data (BM focus)" training sessions in the spring of 2014 to accommodate two participants per school with a maximum of 25 participants per session. Contractor shall provide up to a maximum of 86 sessions.

2. Paragraph VII.D.6.j. shall be amended by adding the following sentence:

An additional four hundred, half day onsite school support and fidelity visits at locations to be determined by CDE and Amplify between January 1, 2014 and June 30, 2014.

3. Add the following new Paragraph VII.D.6.1:

Based on the needs of participating districts, CDE may increase or decrease the number of training sessions described in amended paragraphs VII.D.6.c and j, or substitute alternative professional services as long as the cost remains within the maximum amount payable under this Contract. Alternative professional services may include webinars or Master Trainer program training and will be billed at the prices listed in Paragraph B.3. below.

B. Paragraph VIII.B. shall be amended by adding the following new paragraphs B.1., B.2. and B.3.:

1. CDE shall pay Contractor \$2900 per day or \$4800 for two days for the "Taking Action with Data (BM focus)" training sessions up to a maximum of \$249,400 from the \$3,000,000 Contract budget.
2. CDE shall pay Contractor \$1000 per half day or \$1750 for a full day (at a single site) for each onsite school support and fidelity visit up to a maximum of \$400,000 from the \$3,000,000 Contract budget.

3. For substituted alternative professional services (as permitted in amended Paragraphs VII.D.6.c. and VII.D.6.j.), CDE shall pay Contractor per the following table.

Training Session	Price
Webinar (up to three hours)	\$500
Master Trainer session, including training materials (one day)	\$3200
Master Trainer session, including materials (two days)	\$4800

- C. Paragraph VIII.C. shall be amended by adding the following new paragraph VIII.C.7:

7. Contractor shall invoice CDE monthly beginning February 1, 2014 for each training session described in amended paragraphs VII.D.6.c and j in the amounts set forth in Paragraphs VIII.B.1. VIII.B.2. and VIII.B.3. above. In no event shall the maximum amount payable under this Contract exceed \$3,000,000, including the costs of the additional training sessions.

VII. START DATE

This Amendment shall take effect on the later of its Effective Date or January 2, 2014.

VIII. ORDER OF PRECEDENCE

Except for the Special Provisions, in the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the Contract, the provisions of this Amendment shall in all respects supersede, govern, and control. The most recent version of the Special Provisions incorporated into the Contract or any amendment shall always control other provisions in the Contract or any amendments.

IX. AVAILABLE FUNDS

Financial obligations of the state payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, or otherwise made available.

THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

Persons signing for Contractor hereby swear and affirm that they are authorized to act on Contractor's behalf and acknowledge that the State is relying on their representations to that effect.

CONTRACTOR
Amplify Education, Inc.

By: Krista Curran
Name of Authorized Individual

Title: SVP + GM, Amplify Insight
Official title of Authorized Individual

[Signature]
*Signature

STATE OF COLORADO

John W. Hickenlooper, GOVERNOR

Colorado Department of Education
Robert Hammond, Commissioner

[Signature] 12-19-13
By: Robert Hammond, Commissioner

Date: 12-19-13

ALL CONTRACTS REQUIRE APPROVAL by the STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State Contracts. This Contract is not valid until signed and dated below by the State Controller or delegate. Contractor is not authorized to begin performance until such time. If Contractor begins performing prior thereto, the State of Colorado is not obligated to pay Contractor for such performance or for any goods and/or services provided hereunder.

STATE CONTROLLER

Robert Jaros, CPA, MBA, JD

By: [Signature]
Dave Grier, CDE Controller

Date: 12-23-13