

The *Edmark Reading Program* and the No Child Left Behind Act of 2001

Today more than ever, our country is focused on the teaching of reading. One effect of this focus was Congress passing the No Child Left Behind Act of 2001 (NCLB). This act encourages school personnel to teach phonemic awareness, phonics, vocabulary, comprehension, and fluency and to use methods that have a sound theoretical and research base. This paper describes the *Edmark Reading Program*, demonstrates the programmatic aspects, and shows how the program conforms to the recommendations made in NCLB.

The *Edmark Reading Program*

Overview

For many children who have never mastered beginning reading and language, a carefully sequenced, highly repetitive sight-word approach offers the highest probability of success. The *Edmark Reading Program* is such an approach.

The *Edmark Reading Program* was developed through careful research conducted in the 1960s. Originally called the *Rainer Reading Program*, the *Edmark Reading Program* became commercially available in 1972 and has proved effective with preschool students (ages 3 through 5 years), elementary students having difficulty with traditional classroom reading materials, English as a Second Language students, and most special education students. The *Edmark Reading Program* should be considered for use with any student who has not learned to read.

The *Edmark Reading Program* provides motivation by breaking learning into steps that ensure even the poorest readers achieve over 90 percent correct answers. This approach eliminates incorrect responses and leads students to see themselves as “readers” rather than “nonreaders.”

Four instructional formats are used throughout the program: Word Recognition, Direction Cards, Picture/Phrase Cards, and Story Book. Level 1 teaches the student 150 basic sight words plus endings (-s, -ed, -ing) and takes a nonreader to approximately a 1.0 reading grade level. Level 2 extends the learning by teaching an additional 200 words, plus compound words and students can attain a reading grade level of 2.0 to 3.0. Complete software versions

of both levels are available. They may be used separately or in conjunction with the printed versions. A Signing Manual is included for those who wish to use the program with students who are nonverbal.

Meeting the Requirements of NCLB

NCLB states that reading programs should teach phonemic awareness, phonics, vocabulary, comprehension, and fluency. The *Edmark Reading Program* focuses on vocabulary, comprehension, and fluency, using techniques that are supported by scientifically based reading research. The *Edmark Reading Program* is ideal for use with students who have failed at learning phonemic awareness and phonics or who cannot master these skills (e.g., children who have intellectual disabilities, English as a Second Language learners, and many children with learning disabilities).

The *Edmark Reading Program* teaches frequently used words using a highly structured word recognition method. Vocabulary, comprehension, and fluency skills are developed through this approach.

Vocabulary. The *Edmark Reading Program* first introduces vocabulary in isolation to the student. Words are presented and the student is asked to choose the same word from a row of similar-looking words. The student begins by choosing the word from a row that has no confounding words and, after repeated practice, moves to choosing the correct word from a row that has very similar-looking words. Soon the student is able to competently read the target word.

Comprehension. Following word recognition and vocabulary activities, the teacher switches the student to very different activities in order to teach comprehension. In the Picture Phrase Card activity, a large card with a group of pictures is presented to the student. The student is then given smaller cards with phrases—and later, sentences—written on them. The student reads the phrase cards and matches them to the pictures.

In the Direction Card activity, the teacher gives a large card to the student with various phrases or sentences containing directions written on it. The student also receives a group of toy cards. The student follows the directions by matching the toy cards with the correct phrase and also by positioning the cards

to demonstrate comprehension of the directions. For instance, the phrase card might say *red ball in a box*. The student should slip the card with the red ball into the slot in the card with the box and place both cards together on the large phrase card.

The Short Stories help students make the transition from manipulative materials to more typical reading materials. The stories have themes and provide a systematic review of learned words.

Fluency. Fluency is practiced during these activities through guided oral reading. The teacher directs the student to read the sentences, phrases, and stories aloud and gives corrections and guidance as needed. The *Edmark Reading Program* reinforces previously learned vocabulary by including words from earlier lessons in the subsequent lessons. Therefore, students have multiple opportunities to read familiar words, thus improving the speed and accuracy of their reading.

The *Edmark Reading Program* may serve as the primary reading program or may supplement a basal reading program that teaches phonics and phonemic awareness. The program helps jump-start the reading abilities of students with reading difficulties who have fallen behind on academic content due to their poor reading skills. Because the *Edmark Reading Program* focuses on frequently used vocabulary, once students with reading difficulties learn the 350 Edmark words they are able to focus on content vocabulary in their academic classes. This also alleviates their struggle with the “little” words, the words we see in almost everything we read. Most importantly, the *Edmark Reading Program*, which is based on scientific reading research, teaches reading to students who have never been able to read before.

Theory and Research-Based Support for the *Edmark Reading Program*

Theoretical Support

The *Edmark Reading Program* applies the principles of behavioral psychology to the education of children with mild and moderate levels of mental retardation (Bijou, 1965; Birnbrauer, Bijou, Wolf, & Kidder, 1965; Skinner, 1961). These principles relate to errorless discrimination (Sidman & Cresson, 1973), response shaping (Birnbrauer, Wolf, Kidder, & Tague, 1965), selective reinforcement (Birnbrauer & Lawler, 1964) and direct instruction (Becker, 1992). Content validity was ensured by using a systematic review of grade placement lists developed from studies of basal readers by experts in the field. The vocabulary included in the *Edmark Reading Program* was found to reflect

the inclusion of the words most often used by beginning readers.

Research Support

Specific studies validated the effectiveness of components used in the *Edmark Reading Program* (Bijou, Birnbrauer, Kidder, & Tague, 1966; Birnbrauer, Kidder & Tague, 1964; Greene, 1966). Bijou et al. (1966) developed a motivational system to strengthen academic and classroom conduct, a set of systematic procedures to strengthen cooperative behavior, and programmed instructional materials. Twenty-seven students with mental retardation served as subjects. The authors noted that programmed instruction is so sequential and individualized that children can proceed at their own rate.

In their study “Programming Reading from the Teacher’s Point of View,” Birnbrauer, Kidder, and Tague (1964) identified four common errors within existing reading programs: unrealistic prerequisites, unessential prerequisites, unmentioned prerequisites, and dead-end content. The *Edmark Reading Program* systematically builds upon fully learned prerequisites to ensure success and provides content that is used in future lessons.

The first replication study of the *Edmark Reading Program* was conducted at the University of Kansas (Lent, 1968). The Mimosa Cottage Demonstration Project was designed to modify the behaviors of girls with mental retardation between the ages of 8 and 21. Operant conditioning was used in four training categories, including academics. The researchers broke instruction into small, clearly defined behavioral units that increased in difficulty from component to component.

The effectiveness of the *Edmark Reading Program* was assessed in a study comparing three reading programs: Edmark, Sullivan, and Merrill. Fifteen classes of primary age children with mental retardation ($N = 107$) were assigned randomly to the three programs (Vandever, Maggart, & Nasser, 1976). End of the year posttests showed significantly greater achievement for the children in the *Edmark Reading Program* group. Although no group scored well (mean of 3.5) when also tested on common words not included in instruction, students receiving the *Edmark Reading Program* instruction scored highest (mean of 9.2) on the posttest.

Walsh and Lamberts (1979) later compared the *Edmark Reading Program* to a Dorry and Zeaman’s (1973) picture-fading technique and found that the Edmark approach was superior in producing academic gains. The comparison study included 30 students with moderate mental retardation. In the

picture-fading technique, words are taught in association with pictures that gradually fade out over a series of trials. Students recognized more words after learning the Edmark approach, and they were also more successful on picture–word matching. The picture-fading method teaches sight vocabulary in the strictest sense, whereas the *Edmark Reading Program* method “is intended to impart a general, analytic ‘reading skill’ in addition to a sight vocabulary” (Walsh & Lamberts, p. 479).

In another comparison study, Vandever and Stubbs (1977) showed that students who successfully completed the *Edmark Reading Program* generalized their reading ability to previously untaught words. These researchers found that students with mental retardation acquired the 150 Edmark words from Level 1 of the program and retained them over the summer break. The students transferred their reading skills to the learning of new, unknown words. This study found that students also developed pre-reading skills such as left-to-right progression and understanding of the function of the spaces between words. The researchers emphasized that precise instructional procedures are most effective when teaching reading to students with mental retardation.

Van Etten and Van Etten (1976) studied the types of assessment included in reading programs. The *Edmark Reading Program* was the only program they studied that included both continuous and direct assessment.

The study “Paraprofessional Reading Tutors: Assessment of the *Edmark Reading Program* and Flexible Teaching” (Andersen, Licht, Ullmann, Buck, & Redd, 1979) compared two groups of tutors. Each group used different tutoring methods. The first group used programmed instruction with the *Edmark Reading Program* as their materials. They taught a list of 150 words. The second group taught the same list of words but they were allowed flexibility in instruction and pacing. The *Edmark Reading Program* group showed significant improvement. The researchers concluded that the superior results were due to the structure of the *Edmark Reading Program*, which reduced the chance for inaccurate instruction.

Barrier (1981) reported that students with mild mental retardation learned 84% of the words taught. In his study, both volunteers and peer tutors used the *Edmark Reading Program* to teach students. He concluded that the high percentage of words learned through this program establish the *Edmark Reading Program* as an effective reading program.

Sulzbacher and Kidder (1975, 1979) conducted a 10-year follow-up study of the efficacy of the *Edmark Reading Program*. Students taught with this program maintained and built upon the reading skills they had learned.

In a study using the *Edmark Reading Program* with a group of first grade students who were at risk for reading failure, Mayfield (2000) found that one-on-one tutoring resulted in improved sight-word reading and comprehension skills. The students attended schools receiving Title I funds. America Reads volunteers tutored the students, who were randomly assigned to either a control or an experimental group. The experimental group received 15 minutes per day of one-on-one tutoring using the *Edmark Reading Program* for one semester. Volunteers read aloud to students in the control group for 15 minutes per day. The results of the Mayfield study show a significant improvement in the word reading and comprehension scores of the experimental group. The researchers concluded that the structured format enabled the tutors to teach the *Edmark Reading Program* successfully. The study noted that the errorless discrimination method was effective and concluded that schools that teach reading using a purely phonetic approach should consider teaching sight words as a supplementary intervention for students with low phonemic awareness and phonological decoding skills.

Browder and Xin (1998) conducted a meta-analysis of sight word research published after 1980. The studies included subjects ranging in age from elementary to adult, many with moderate mental retardation. The average IQ for the participants was 55. Other disability groups and levels were also represented. Browder and Xin concluded that “. . . sight word instruction has been highly effective across individuals for people with mild to moderate disabilities.” They also noted that “. . . these data do provide evidence that the interventions used to teach sight words to students with disabilities, especially students with moderate mental retardation have produced rapid skill acquisition.”

In a 1992 study, Conners observed that among programs designed to teach sight words, those that use techniques of picture integration, constant delay, and errorless discrimination methods are the most effective.

The research that has accumulated over the years has consistently proven that the *Edmark Reading Program* is effective when used with preschool students, elementary students who experience difficulty with traditional classroom reading materials, adults, English as a Second Language students, and most special education students. Research has also shown that the *Edmark Reading Program* is an effective way of teaching essential aspects of reading programs—vocabulary, fluency, and comprehension—as recommended by the National Reading Panel (2000). The *Edmark Reading Program* should be considered for use by any student who has not learned to read.

References

- Andersen, B. L., Licht, B. G., Ullmann, R. K., Buck, S. T., & Redd, W. H. (1979). Paraprofessional reading tutors: Assessment of the Edmark Reading Program and flexible teaching. *American Journal of Community Psychology*, 7(6), 689–699.
- Barrier, H. C. (1981). *The effectiveness of the Edmark Reading Program utilizing a single subject multiple probe design*. Unpublished master's thesis, The Pennsylvania State University, University Park.
- Becker, W. C. (1992). Direct Instruction, a 20 year review. In R. P. West & L. A. Hamerlynck (Eds.), *Designs for excellence in education*. Longmont, CO: Sopris West.
- Bijou, S. W. (1965). Application of operant principles to the teaching of reading, writing and arithmetic to retarded children. *New frontiers in special education*. Washington, DC: National Education Association.
- Bijou, S. W., Birnbrauer, J. S., Kidder, J. D., & Tague, C. (1966). Programmed approach to retarded children. *Psychological Record*, 16, 505–522.
- Birnbrauer, J. S., Bijou, S., Wolf, M. M., & Kidder, J. D. (1965). Programmed instruction in the classroom. In L. P. Ullmann & L. Krasner (Eds.), *Case studies in behavior modification* (358–363). New York: Holt, Rinehart & Winston.
- Birnbrauer, J. S., Kidder, J. D., & Tague, C. (1964). Programming reading from the teacher's point of view. *Programmed Instruction*, 3, 1–2.
- Birnbrauer, J., & Lawler, J. (1964). Token reinforcement for learning. *Journal of Mental Retardation*, 2, 275–279.
- Birnbrauer, J., Wolf, M. M., Kidder, J. M., & Tague, C. (1965). Classroom behavior of retarded pupils with token reinforcement. *Journal of Experimental Child Psychology*, 2, 219–235.
- Browder, D. M. & Xin, Y. P. (1998). A Meta-analysis and review of sight word research and its implications for teaching functional reading to individuals with moderate and severe disabilities. *The Journal of Special Education*, 32(3), 130–153.
- Connors, F. A. (1992). Reading instruction for students with moderate mental retardation: Review and analysis of research. *American Journal on Mental Retardation*, 96, 577–597.
- Dorry, G. W., & Zeaman, D. (1973). The use of a fading technique in paired-associate teaching of a reading vocabulary with retardates. *Mental Retardation*, 11(6), 3–6.
- Greene, F. M. (1966). Programmed instruction techniques for the mentally retarded. In N. R. Ellis (Ed.), *International Review of Research in Mental Retardation: Vol 2* (pp. 2, 228). Academic Press.
- Lent, J. R. (1968). Mimosa Cottage: Experiment in hope. *Psychology Today*, 3, 51–58.
- Mayfield, L. G. (2000, November). *The effects of structured one-on-one tutoring in sight word recognition of first grade students at-risk for reading failure*. (A paper presented at the annual meeting of the Mid-South Educational Research Association, Bowling Green, Kentucky).
- No Child Left Behind Act of 2001, Pub. L. No. 107-110, 115 Stat. 1425 (2002).
- Sidman, M., & Cresson Jr., O. (1973). Reading and cross modal transfer of stimulus equivalences in severe retardation. *American Journal of Mental Deficiency*, 77, 515–523.
- Skinner, B. F. (1961). Why we need teaching machines. *Harvard Educational Review*, 31, 377–398.
- Sulzbacher, S. I., & Kidder, J. D. (1975). Following up on the behavior analysis model: Results after ten years of early intervention with institutionalized, mentally retarded children. In E. Ramp & G. Semb (Eds.), *Behavior analysis: Areas of research and application* (pp. 62–69). Englewood Cliffs, NJ: Prentice Hall.
- Sulzbacher, S. I., & Kidder, J. D. (1979). Teaching sight words to severely retarded children and adolescents. In J. Button, T. Lovitt & J. Roland (Eds.), *Communications research in learning disabilities and mental retardation* (pp. 113–123). Baltimore: University Park Press.
- U.S. Department of Education, Office of Elementary and Secondary Education. (2002). *No child left behind: A desktop reference*. Washington, DC: Author.
- U. S. Department of Health and Human Services, Public Health Service, National Institutes of Health, National Institute of Child Health and Human Development. (2000). *National reading panel teaching children to read: An evidence-based assessment of the scientific research literature on reading and its implications for reading instruction* (NIH Pub. No. 00-4769). Washington, DC: Author.
- Van Etten, C., & Van Etten, G. (1976). The measurement of pupil progress and selecting instructional materials. *Journal of Learning Disabilities*, 2(8), 4–19.
- Vandever, T. R., Maggart, W. T., & Nasser, S. (1976). Three approaches to beginning instruction for EMR children. *Mental Retardation*, 14, 29–32.
- Vandever, T. R., & Stubbs, J. C. (1977). Reading retention and transfer in TMR students. *American Journal of Mental Deficiency*, 82(3), 233–237.
- Walsh, B.F., & Lamberts, F. (1979). Errorless discrimination and picture fading as techniques for teaching sight words to TMR students. *American Journal of Mental Deficiency*, 5, 473–479.

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE DOWNLOADING OR USING THE PRO-ED **EDMARK READING PROGRAM, SECOND EDITION: ONLINE VERSION**.

BY CLICKING ON THE "ACCEPT" BUTTON, YOU ARE CONSENTING TO BE BOUND BY THESE TERMS AND CONDITIONS. IF YOU DO NOT AGREE TO ALL OF THE TERMS AND CONDITIONS, CLICK THE "CANCEL" BUTTON AND THE INSTALLATION PROCESS WILL NOT CONTINUE.

LICENSE AGREEMENT

This End User License Agreement ("License" or "License Agreement") is a legal agreement between PRO-ED ("Developer") and you and your organization (collectively "you" or "your") and applies to your use of the **EDMARK READING PROGRAM, SECOND EDITION: ONLINE VERSION** and all related documentation that accompanies this application ("Software").

Developer's licensors refers to any third parties licensing all or any portion of such Software to Developer. This License is specifically intended for the benefit of Developer and any Developer licensors.

- 1. License Grant.** Developer grants you a non-exclusive, limited, non-sublicenseable, non-transferable, worldwide, license to use the Software subject to the restrictions set forth below. No rights to the use of any Developer, or its licensors', names, logos or trademarks are conveyed by this License. This License Agreement is not for the sale of Software or any other intellectual property. You may not further redistribute, sublicense, rent, loan or lease the Software to a third party. All rights, title and interest, and all intellectual property rights in and to the Software is retained and owned by Developer or its licensors. Except as expressly stated herein, no other rights are granted to you by implication, estoppel, or otherwise, under any patent, copyright, trade secret, trademark, or other intellectual property right.
- 2. Copyright.** The Software is owned by Developer, its licensors or its suppliers and protected by copyright laws and international treaties. You may not copy the Software other than as expressly provided in this License. You may not reverse engineer, decompile, disassemble or otherwise attempt to derive the source code for the Software, or use any part of the Software for any use other than that for which it was supplied by Developer, unless specifically authorized by Developer. You may not: (i) modify, adapt, alter, translate, or create derivative works from the Software; (ii) work around any technical limitations in the Software, use any tool to enable features or functionalities that are otherwise disabled in the Software, or decompile, disassemble, or otherwise reverse engineer the Software except as otherwise permitted by applicable law; (iii) perform or attempt to perform any actions that would interfere with the proper working of the Software or Services, prevent access to or the use of the Software or Services by PRO-ED's other licensees or customers, or impose an unreasonable or disproportionately large load on PRO-ED's infrastructure; or (iv) otherwise use the Software except as expressly allowed under this Section. This Agreement does not grant you any rights to trademarks and service marks of PRO-ED.
- 3. Term.** This License shall remain effective for the number of user seats and/or for the subscription period as specified in Schedule A for the corresponding product number(s) You purchase as evidenced by on your invoice and the books and records of PRO-ED. You may terminate this License at any time by contacting PRO-ED at edmarkonline@proedinc.com and indicating your desire to terminate the license in addition to deleting or otherwise destroying any manuals, software or desktop icons, if any, You may have downloaded as part of the Software. No refund shall be given to You in the event that You terminate the Software prior to its scheduled term once you have activated the Software. This License will also automatically terminate if you fail to comply with any term or condition of this License or fail to pay your license fee. You agree that Developer also may, at its sole discretion, temporarily or permanently terminate the License for any reason with prior notice to you, provided This license may be terminated without warning by Developer in the event of nonpayment or your breach of any provision of this License

Provisions which, by their nature, should remain in effect beyond termination of this License Agreement shall survive.

4. **License Access Information and Account Data.** You are solely responsible for (i) maintaining the confidentiality and security of your login information, and any other security or access information, used by you to access the Software and Services (collectively, "Licensee Access Information"), and (ii) preventing unauthorized access to or use of the information, files or data that you store or use in or with the Software and Services (collectively, "Account Data"). You are responsible for providing access and assigning passwords to other users under your account for the Software and Services, and ensuring that such authorized users comply with this Agreement. PRO-ED assumes that any Communications it receives through use of the Licensee Access Information were sent or authorized by you. You agree to immediately notify PRO-ED in writing at edmarkonline@proedinc.com if You becomes aware of any loss, theft or unauthorized use of any Licensee Access Information. PRO-ED reserves the right to deny you access to the Software or Services (or any part thereof) if PRO-ED reasonably believes that any loss, theft or unauthorized use of Licensee Access Information has occurred. You must inform PRO-ED of, and hereby grant to PRO-ED permission to use Licensee Access Information to enable PRO-ED to provide the Services to you, including updating and maintaining Account Data, addressing errors or service interruptions, and to enhance the types of data and services PRO-ED may provide to you in the future. You also grant PRO-ED permission to combine your Account Data with that of others in a way that does not identify you or any individual personally, to improve services.
5. **Software Use, Storage and Access.** PRO-ED shall have the right, in its sole discretion and with reasonable notice posted on the Software site and/or sent to your email address provided in the Registration Data, to revise, update, or otherwise modify the Services and establish or change limits concerning use of the Software and Services, temporarily or permanently, including but not limited to (i) the amount of storage space you have on the Software at any time, and (ii) the number of times (and the maximum duration for which) you may access the Software in a given period of time. PRO-ED reserves the right to make any such changes effective immediately to maintain the security of the system or Licensee Access Information or to comply with any laws or regulations, and to provide you with electronic or written notice within thirty (30) days after such change. You may reject changes by discontinuing use of the Software and Services to which such changes relate. Your continued use of the Software or Services will constitute Licensee's acceptance of and agreement to such changes. For details about our refund policy, please contact PRO-ED Customer Service at 800-897-3202. PRO-ED may, from time to time, perform maintenance upon the Software or Services resulting in interrupted service, delays or errors in the Software or Services. PRO-ED will attempt to provide prior notice of scheduled maintenance but cannot guarantee that such notice will be provided.
6. **Software Services.** You may be made aware of or offered services, features, products, applications, online communities, offers and promotions provided by PRO-ED (" Online Services"). If you decide to use the Online Services, you may be subject to additional terms and conditions governing these Online Services. You may be offered new Online Services or Software that may be in beta and are not final. As a result, the Software and/or Online Service may contain errors, "bugs" and other problems which may result in the failure of such Software and/or Online Service. You agree that PRO-ED may contact you in order to assist you with the service and to obtain information needed to determine and fix any error.
7. **Grant of Rights in Submitted Data; Storage.** By providing Submitted Data, You grant PRO-ED, Inc. a royalty free, non-exclusive, transferrable, sublicensable, worldwide license to use the Submitted Data for all purposes contemplated under these Terms of Use as well as the Product's documentation and functionality. You acknowledge and agree that PRO-ED, Inc. may use and disclose Submitted Data to provide maintenance and support for the Product. PRO-ED, Inc. does not claim ownership of Submitted Data and retains only those rights in Submitted Data reasonably necessary or otherwise required in order

to provide the Product, and as otherwise contemplated under these Terms of Use and associated PRO-ED, Inc. documentation. Submitted Data that You provide to PRO-ED, Inc. is subject to the PRO-ED Privacy Policy (click this link to access the Privacy Policy). By agreeing to this License you represent that you have reviewed the Privacy Policy and have no objection to the policy as stated and find the policies meet the minimum standards You require with regard to the types of Submitted Data you will be sending PRO-ED. By providing the Submitted Data, You represent and warrant that You own such Submitted Data (including intellectual property rights therein), or that You have obtained all required consent and/or authorization under state and Federal law to use and disclose the Submitted Data. You are solely responsible for obtaining all legally required consent and/or authorization, and You further release PRO-ED, Inc. from any claim, penalty or liability relating to any failure to obtain required consent and/or authorization, including attorney's fees and expenses. Under FERPA, parental consent is met where the service provider acts as a type of "school official", by performing services for the school that would otherwise be performed by the school's own employees. PRO-ED fulfills FERPA requirements for qualifying as a school official by, among other steps, giving the school direct control with respect to the use and maintenance of the educational record at issue (including associated personally identifiable information) and refraining from re-disclosing or using this personally identifiable information except for purposes of providing the Product. In entering into this Agreement You agree and consent to the Business Associate Agreement that is incorporated herein by reference at www.proedsoftware.com/edmark/pdfs/associateagreement.pdf. Furthermore, by entering this Agreement You likewise represent that you have read PRO-ED's Privacy Policy at www.proedsoftware.com/edmark/pdfs/privacypolicy.pdf and agree that the Privacy Policy is reasonable for use of the Software and represent that you find no deficiencies in PRO-ED's privacy policy and methodologies as stated therein.

PRO-ED contracts with a HIPAA compliant cloud vendor to store all Submitted Data.

8. **PRO-ED's Use of Submitted Data and Feedback.**

PRO-ED may, from time to time modify and otherwise anonymize Submitted Data so that it constitutes De-Identified Information, as that term is defined in FERPA and HIPAA. PRO-ED will only use De-Identified Information for lawful purposes including, but not limited to, quality assurance, research, and test development. PRO-ED may De-Identify information to develop, evaluate, and provide improved educational Products and Services, as permitted by HIPAA and FERPA. PRO-ED will not re-identify De-Identified information.

9. **Consent to Conduct Business Electronically ("Consent").**

- (a) Consent to Electronic Communications. PRO-ED may be required by law to send "Communications" to you that may pertain to the Software, the use of information you may submit to PRO-ED, Inc., and the services you choose. Additionally, certain of the Third Party Services you choose may require Communications with the third parties who administer these programs. You agree that PRO-ED on behalf of itself, and others who administer such services (as applicable), may send Communications to you by email and/or may make Communications available to you by posting them at one or more of our sponsored websites. You consent to receive these Communications electronically. The term "Communications" means any notice, record, agreement, or other type of information that is made available to you or received from you in connection with the Software and the Online Services and Third Party Services.
- (b) **Consenting to Do Business Electronically.** The decision whether to do business electronically is yours, and you should consider whether you have the required hardware and software capabilities described

below. Your consent to do business electronically and our agreement to do so covers all transactions you conduct through the Software for as long as you remain a subscriber to the Software.

- (c) **Hardware and Software Requirements.** In order to access and retain an electronic record of Communications, you will need the following: a computer, a monitor, a connection to an Internet service provider, Internet browser software that supports 128-bit encryption, and an e-mail address. By purchasing a license for this software, you are confirming to us that you have the means to access, and to print or download, Communications. We do not provide ISP services. You must have your own Internet service provider.
 - (d) **Withdrawal of Consent.** If you later decide that you do not want to receive future Communications electronically, write to us at edmarkonline@proedinc.com. If you withdraw your consent to receive Communications electronically, we may terminate your use of the Software.
 - (e) **Changes to Your Email Address.** You agree to notify us promptly of any change in your email address. You can do so by contacting edmarkonline@proedinc.com. You may print any Electronic Communications by using the web browser's print function.
10. **Amendment.** PRO-ED shall have the right to change or add to the terms of its Agreement at any time, and to change, delete, discontinue, or impose conditions on any feature or aspect of Software and Services (including but not limited to Internet based services, pricing, technical support options, and other product-related policies) upon notice by any means PRO-ED determines in its discretion to be reasonable, including posting information concerning any such change, addition, deletion, discontinuance or conditions in Software or on any PRO-ED sponsored web site. Any use of the Software by Licensee after PRO-ED's publication of any such changes shall constitute your acceptance of this Agreement as modified.
11. **Compliance with Laws.** You agree to comply with all applicable laws in connection with the use of the Software.
12. **Your Representations and Warranties.** You represent and warrant that you possess the legal right and ability to agree to this License Agreement on behalf of you and your organization (including any other users of the Software within your organization).
13. **Indemnification.** You agree that you will defend, indemnify and hold Developer harmless against any claim arising out of or related to your (a) breach or alleged breach of this License Agreement; (b) gross negligence; or (c) willful misconduct.
14. **DISCLAIMER OF WARRANTY.** YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT THE USE OF THE SOFTWARE IS AT YOUR SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH YOU. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SOFTWARE IS PROVIDED "AS IS" AND "AS AVAILABLE", WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND DEVELOPER HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE SOFTWARE, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, OF SATISFACTORY QUALITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF ACCURACY, OF QUIET ENJOYMENT, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. DEVELOPER DOES NOT WARRANT AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF THE SOFTWARE, THAT THE FUNCTIONS CONTAINED IN, OR SERVICES PERFORMED OR PROVIDED BY, THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE SOFTWARE WILL BE

CORRECTED. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY DEVELOPER OR ITS AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY. SHOULD THE SOFTWARE PROVE DEFECTIVE, YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO THE ABOVE EXCLUSION AND LIMITATIONS MAY NOT APPLY TO YOU.

15. **LIMITATION OF LIABILITY.** YOUR USE OF THE SOFTWARE IS ENTIRELY AT YOUR OWN RISK. UNDER NO CIRCUMSTANCE WILL DEVELOPER, ITS AGENTS, LICENSORS, OR SUPPLIERS BE LIABLE TO YOU ON ACCOUNT OF YOUR USE OR MISUSE OF, OR RELIANCE ON, THE SOFTWARE TO THE EXTENT PERMITTED BY LAW, IN NO EVENT WILL DEVELOPER, ITS AGENTS, LICENSORS, OR SUPPLIERS BE LIABLE TO YOU FOR ANY ACTUAL, DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING ANY LOST PROFITS, LOST SAVINGS, COSTS OF PROCUREMENT OF SUBSTITUTE PRODUCTS OR SERVICES OR OTHER DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR HAVE LEGISLATION THAT RESTRICTS THE LIMITATION OR EXCLUSION OF LIABILITY, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.
16. **Governing Law.** This Agreement shall be governed by and construed in accordance with the internal laws of the State of Texas without giving effect to any choice or conflict of law provision or rule (whether of the State of Texas or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Texas. Any legal suit, action or proceeding arising out of or related to this Agreement or the Services provided hereunder shall be instituted exclusively in the state or federal courts of the United States located in Austin, Texas, and each party irrevocably submits to the personal jurisdiction of such courts in any such suit, action or proceeding. Service of process, summons, notice or other document by mail or hand deliver to such party's address set forth herein shall be effective service of process for any suit, action or other proceeding brought in any such court. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.
17. **Export Law Assurances.** You may not use or otherwise export or re-export the Software except as authorized by United States law and laws of the jurisdiction in which the Software was obtained. In particular, but without limitation, the Software may not be exported or re-exported (a) into (or to a national or resident of) any U.S. embargoed countries (including without limitation Cuba, Iran, Iraq, Libya, North Korea, Serbia, Sudan, and Syria) or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List. By using the Software, you represent and warrant that you are not located in, under control of, or a national or resident of any such country or on any such list.
18. **Miscellaneous.** Each provision of this License Agreement is severable. If a provision is found to be unenforceable, this finding does not affect the enforceability of the remaining provisions, terms, or conditions of this License Agreement. This License Agreement is binding on successors and assigns. Developer will not be responsible for any non-performance or delay attributable in whole or in part to any cause beyond its reasonable control. Any failure of Developer to enforce or delay in enforcing any right or remedy under the terms of this License Agreement shall not be deemed a continuing waiver or a modification thereof. Nothing contained herein shall be construed as creating any agency, partnership, or other form of joint enterprise between the parties. You acknowledge that you have read this License Agreement, that you understand it, that you agree to be bound by its terms, and that the foregoing is the complete and exclusive statement of the License Agreement.

Schedule A

Edmark Reading Program, Second Edition: Online Versions

Product Number	Term of license	Number of Seats
#14601	Aug 1 - July 31	1
#14605	Aug 1 - July 31	5
#14610	Aug 1 - July 31	10
#14625	Aug 1 – July 31	25