

**SECOND AMENDMENT SOFTWARE SERVICES AGREEMENT
BETWEEN ESSENTIAL EDUCATION INC.
AND POUFRE SCHOOL DISTRICT R-1**

This Second Amendment (“Second Amendment”) effective as of the 26th day of February, 2024 is attached to and forms part of the Software Services Agreement between and Poudre School District R-1 (the “District”) and Essential Education Inc. (the “Contractor”) executed June 27, 2022 and the First Amendment to the Agreement executed September 12, 2023 (“Agreement”), both of which are attached and made part of this Second Amendment. To the extent that any of the terms or conditions contained in this Second Amendment may contradict with any of the terms or conditions of the attached Agreement, it is expressly understood and agreed that the terms of this Second Amendment shall take precedence and supersede the attached Agreement. The parties agree to amend the Contract by adding the following language:

1. **Purpose of Amendment.** This Amendment shall constitute the Second Amendment to the Agreement between the District and the Contractor. The purpose of this Second Amendment is to amend the terms and deliverables between the District and Contractor.
2. **Term of Agreement.**
 - 2.1. At the conclusion of the term dated August 20, 2024, as outlined in section 1.1 of the Agreement, the District and Contractor elect to extend the term of the Agreement beginning on August 21, 2024 through August 20, 2025.
3. **Amended Responsibilities.**
 - 3.1. Exhibit A is deleted hereby in its entirety.
 - 3.2. Replace Exhibit A with Contractor’s Data Collection, hereby attached to this Second Amendment and made part of this Agreement.
 - 3.3. Exhibit B is deleted hereby in its entirety.
 - 3.4. Replace Exhibit B with Contractor’s Pricing Guide 2024, hereby attached to this Second Amendment and made part of this Agreement.
 - 3.5. Add Contractor’s VPAT, WCAG Edition, Version 2.4 hereby attached as Exhibit D to this Second Amendment and made a part of this Agreement.
4. **Special Provisions.**
 - 4.1. **Terms and Conditions.** With the exception of items explicitly delineated in this Second Amendment, all terms and conditions of the original Agreement between the District and Contractor shall remain unchanged and in full force and effect.
5. **General Provisions.**

- 5.1. **Entire Agreement.** The original Agreement, the First Amendment and this Second Amendment, constitutes the entire Agreement of the parties regarding the subject matter addressed herein and supersedes all prior Agreements, whether oral or written, pertaining to said subject matter.
- 5.2. **Signatures.** This Agreement may be executed and delivered via portable document format (pdf), and the pdf signature of any party shall be considered valid, binding, effective and an original for all purposes.

IN WITNESS WHEREOF, the District and the Contractor have signed this Agreement as of the date first set forth above.

ESSENTIAL EDUCATION INC.

POUDRE SCHOOL DISTRICT R-1

By: _____

By: _____

Brandi Whitaker-Johnson

R. David Montoya
Executive Director of Finance

By: _____

Julie Chaplain
Assistant Superintendent

Exhibit A

Essential Education Data Collection

Required Client-Provided Student Data

Essential Education requires the following student data. This data is used to authenticate and authorize students to access specific content in Essential Education.

Data Element	Notes / Extended Description
Student name	First and last
Student username OR email address	Only one of the two fields is required. Username does not need to match the student's username in the school's other systems.
Student password	Password does not need to match the student's password in the school's other systems.
Student program	The Essential Education program(s) the student is using - ie: GED, HiSET, TASC, TABE, etc.
Student subjects	The Essential Education subject(s) the student is studying - ie: reading, writing, math, etc.
Student district	For clients with multiple districts: the district the student belongs to must be provided.
Student school	For clients with multiple schools, sites, locations, etc., the school the student belongs to must be provided.
Student status	Whether the student's account is active or inactive.

Optional Client-Provided Student Data

Essential Education allows the following student to be entered into the application, but does not require it to be entered. This data is used to support additional application features.

Data Element	Notes / Extended Description
Student phone	
Student birthday	This field is not enabled by default.
Student gender	This field is not enabled by default.
Students' primary teacher	
Students' classes	

Student accommodations	Whether to disable time limits for practice tests for the student.
Student test scores	Client-entered student scores for tests taken outside of the Essential Education program - ie: GED, GED Ready, TABE Locator, etc.

Required User-Provided Content Data

Essential Education collects and stores data submitted by users of the application (including students, teachers, administrators, etc.). This data is linked to user accounts. This data is used to support core product features.

Data Element	Notes / Extended Description
Educational content	Answers and other content provided by users to all EE-provided content (practice tests, quizzes, lessons, initial assessments, essays, etc.)
Messages and attachments	Messages and message attachments sent between users
Content assignments	Content (practice test, quizzes, lessons, etc.) teachers have assigned to students.
Essay grades and feedback	Grades and grading feedback given to users on essay / extended response questions. This may be entered by students, teachers, or Essential Education graders.

Required Automatically-Collected Application Data

Essential Education automatically collects certain data about use of the application and links this data to user accounts. This data is linked to user accounts. This data is used to support core product features, auditing, technical support, and product R&D.

Data Element	Notes / Extended Description
Date/time of user logins	
Date/time of content views	Certain video and announcement content is tracked to determine whether the content has already been shown to the user.
Starting time of content	Starting time of all EE-provided content (practice tests, quizzes, lessons, initial assessments, essays, etc.).
Completion time of content	Completion time of all EE-provided content (practice tests, quizzes, lessons, initial assessments, essays, etc.).
Language used to view content	Language used to take content for EE-provided content that is available in multiple languages.
Time spent	Time spent by users on all EE-provided content (practice tests, quizzes, lessons, initial assessments, essays, etc.)
Unsubmitted	Partial (in-progress) answers provided by users to select EE-provided

user-provided content	content items (practice tests, quizzes, lessons, initial assessments, essays, etc.) are recorded prior to submission by the user.
Content scores and grades	Scores earned by users on all EE-provided content (practice tests, quizzes, lessons, initial assessments, essays, etc.).

Required Automatically-Generated Data

Essential Education automatically derives information using data provided to and gathered by the application. This data is used to support core product features.

Data Element	Notes / Extended Description
Lesson plans	Personalized lesson plans containing EE-provided content and external content resources to provide to users in the future based on past performance.
Content recommendations	Personalized content recommendations for learning resources and content for users based on past performance.
Mastery predictions	Predictions of user mastery of various skills, educational standards, and standardized tests based on past performance.

Required Automatically-Collected Technical Metadata

Essential Education may automatically collect and store the following technical metadata for HTTP requests made to Essential Education servers. This data is used for auditing, technical support, product R&D, supporting certain product features, and technical operations. This data may be collected for any request, but is not collected for all requests.

Data Element	Notes / Extended Description
Request date and time	
Resource requested	
Originating IP address	
User agent (browser)	
Operating system	
Originating Location	
Referrer	
Load time metrics	
Headers and body of request	

Headers and body of response	
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Required Client-Provided Teacher Data

Essential Education does not require entry of teacher data for students to use the program, but does require the following data for teachers to be able to use the program. This data is used to authenticate and authorize teachers to access specific content in Essential Education.

Data Element	Notes / Extended Description
Teacher name	First and last
Teacher username OR email address	Only one of the two fields is required. Username does not need to match the teacher's username in the school's other systems.
Teacher password	Password does not need to match the teacher's password in the school's other systems.
Teacher program	The Essential Education program(s) the teacher is using - ie: GED, HiSET, TASC, TABE, etc.
Teacher district	For clients with multiple districts: the district the teacher belongs to must be provided.
Teacher school	For clients with multiple schools, sites, locations, etc., the teacher the student belongs to must be provided.
Teacher status	Whether the teacher's account is active or inactive.

Optional Client-Provided Teacher Data

Essential Education allows the following teacher to be entered into the application, but does not require it to be entered. This data is not currently used.

Data Element	Notes / Extended Description
Teacher phone	

Optional Client-Provided Class Data

Essential Education allows class data to be entered into the application, but does not require it. If class data is entered into Essential Education, certain data about each class is required.

Data Element	Notes / Extended Description
Class name	Required

Class start date	
Class end date	
Class meeting schedule	Not enabled by default
Class district	For clients with multiple districts: the district the class belongs to must be provided.
Class school	For clients with multiple schools, sites, locations, etc., the class the student belongs to must be provided.
Class teacher	Required
Class status	Whether the class is active or inactive. Required
Class student roster	

Required Client-Provided District / School Account Data

Essential Education collects the following data about districts and schools to set up district and school accounts in the program.

Data Element	Notes / Extended Description
District phone number	
District address	
District EE licenses	
District networking whitelist information	
School phone number	School may refer to a site, location, building, etc.
School address	School may refer to a site, location, building, etc.
School EE licenses	School may refer to a site, location, building, etc.
School networking whitelist information	School may refer to a site, location, building, etc.
Administrative contact	Name, phone, email, username, and password for district administrators and school administrators.

Required Cookies

Essential Education uses cookies to track user sessions.

Third Party Data Processes

Essential Education uses the following third party services to store or process data.

Some of these may be disabled by request on a per-district or per-school basis.

Third Party	Notes / Extended Description	Can be disabled?
Amazon (AWS)	Server infrastructure	No
Keap (Infusionsoft)	CRM (legacy)	No
HubSpot	CRM	Yes
Google	E-mail and business application suite provider	No
SendGrid	E-mail service provider	No
Adobe (Typekit)	Font provider	Yes
New Relic	Monitoring of technical operations	Yes
Wistia	Video CDN	Yes
Cloud.co.az	Server infrastructure (South Africa only)	No
Up and Running Software	Software development and operations	No

Exhibit B

Price Guide 2024

PROGRAMS

Adult Basic Education (online or offline)

	10-49 (reusable seats)	50-124 (reusable seats)	125-299 (reusable seats)	300-499 (reusable seats)	500+ (reusable seats)
TABE 11/12 Academy™	\$70.00	\$52.00	\$42.00	\$35.00	\$30.00
CASAS GOALS Academy™	\$70.00	\$52.00	\$42.00	\$35.00	\$30.00

High School Equivalency (online or offline)

	10-49 (reusable seats)	50-124 (reusable seats)	125-299 (reusable seats)	300-499 (reusable seats)	500+ (reusable seats)
GED Academy®*	\$79.00	\$68.00	\$55.00	\$45.00	\$35.00
HiSET Academy®*	\$79.00	\$68.00	\$55.00	\$45.00	\$35.00
GED Practice Plus	\$70.00	\$60.00	\$50.00	\$40.00	\$30.00

**Add-on Options*

Essay Scoring: \$7 per reusable seat; any quantity. Must purchase for all seats.

MindPlay Literacy Ultra: \$20 per reusable seat; any quantity. Must purchase for all seats.

Workforce Readiness (online)

	10-49 (reusable seats)	50-124 (reusable seats)	125-299 (reusable seats)	300-499 (reusable seats)	500-1,999 (reusable seats)	2,000+ (reusable seats)
Computer Essentials™	\$45.00	\$37.00	\$30.00	\$24.10	\$20.00	\$18.00
Work Essentials™	\$32.00	\$26.00	\$21.00	\$18.00	\$16.00	\$15.00
Money Essentials™	\$24.00	\$21.00	\$19.00	\$17.00	\$15.50	\$14.00
Dream Catcher	\$25.00	\$25.00	\$25.00	\$25.00	\$20.00	\$15.00

College Readiness (online or offline)

	10-49 (reusable seats)	50-124 (reusable seats)	125-299 (reusable seats)	300-499 (reusable seats)	500-1,999 (reusable seats)	2,000+ (reusable seats)
College Essentials™	\$58.00	\$48.00	\$39.00	\$32.00	\$28.00	\$23.00

Professional Development (for educators)

Professional Development Series - School \$15 per seat; minimum of 3 seats required.

Professional Development Series - Teacher \$29 per course; \$59 all three courses.

Price Guide 2024 (cont.)

BUNDLES

Academic Bundle (online or offline)

	10-49 (reusable seats)	50-124 (reusable seats)	125-299 (reusable seats)	300-499 (reusable seats)	500+ (reusable seats)
ABE Courses TABE 11/12 Academy CASAS GOALS Academy	\$79.00	\$68.00	\$55.00	\$45.00	\$35.00
HSE Courses GED Academy® HiSET Academy®					

Workforce Readiness Bundle

	10-49 (reusable seats)	50-124 (reusable seats)	125-299 (reusable seats)	300-499 (reusable seats)	500+ (reusable seats)
Workforce Readiness Courses Computer Essentials Work Essentials Money Essentials	\$74.00	\$61.00	\$51.00	\$45.00	\$40.00

Academic + Workforce & College Readiness Bundle

	10-49 (reusable seats)	50-124 (reusable seats)	125-299 (reusable seats)	300-499 (reusable seats)	500+ (reusable seats)
ABE Courses TABE 11/12 Academy CASAS GOALS Academy	\$133.00	\$110.00	\$92.00	\$78.00	\$66.00
HSE Courses GED Academy® HiSET Academy®					
Workforce Readiness Courses Computer Essentials Work Essentials Money Essentials					
College & Career Readiness Course College Essentials					

Academic & Reentry Offline Bundle

	10-49 (reusable seats)	50-124 (reusable seats)	125-299 (reusable seats)	300-499 (reusable seats)	500+ (reusable seats)
	\$137.00	\$112.00	\$93.00	\$78.00	\$66.00

Price Guide 2024 (cont.)

PRACTICE TESTS

High School Equivalency

	25+ (vouchers)	1000+ (vouchers)	2500+ (vouchers)	5000+ (vouchers)	20,000+ (vouchers)
GED® Ready Test	\$4.75	\$4.25	\$4.00	\$3.75	\$3.50
HiSET Academy® Official Practice Test	\$2.50; minimum of 10 vouchers required, 1 single test per code				

PRINT RESOURCES

Adult Basic Education Materials

	10-pack (workbooks)
ABE Essentials + Virtual Tutor (21 titles)	\$64.50 per 10-pack of each title
ABE Essentials Offline For Corrections Only (21 titles)	\$59.00 per 10-pack of each title; any quantity.

Essential Materials

	1-9 (workbooks)	10-49 (workbooks)	50-124 (workbooks)	125-299 (workbooks)	300-499 (workbooks)	500+ (workbooks)
Essential Reading Skills*	\$28.95	\$27.00	\$24.75	\$23.25	\$21.50	\$18.50
Essential Math Skills*	\$28.95	\$27.00	\$24.75	\$23.25	\$21.50	\$18.50
Essential Writing & Language Skills*	\$28.95	\$27.00	\$24.75	\$23.25	\$21.50	\$18.50

**Add-on Option*

Receive \$1 off each Essential Skills workbooks with the purchase of GED or HiSET Academy.

FIVE WAYS TO ORDER

Call:	1 (800) 931-8069
Fax:	1 (541) 230-1171
Mail to main office:	Essential Education 895 NW Grant Ave. Corvallis, OR 97330
Email:	info@essentialed.com
Go online:	www.essentialed.com/educators

Essential Education's Reusable Seat Model:

We sell many of our course seats as reusable. This means that during the course of your license, you can reuse the seats as many times as you would like. Once a student is done studying or drops out for any reason, simply deactivate their account in the Learning Management System (LMS) and add another student to replace them.

Exhibit D

Voluntary Product Accessibility Template® (VPAT®)

WCAG Edition

Version 2.4

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About This Document

The VPAT is provided in four editions based on the standards/guidelines being evaluated. The editions are WCAG, Revised 508, EN 301 549 and International, which includes all of the standards.

This is the WCAG edition of the VPAT. It includes the following standards/guidelines:

- [Web Content Accessibility Guidelines 2.0](#)
- [Web Content Accessibility Guidelines 2.1](#)

If you need to report on a different combination of standards/guidelines, use the appropriate alternate edition of the VPAT found on [ITI Accessibility web page](#).

This document is broken into two main sections:

- Essential Requirements and Best Practices for using the VPAT® to complete an Accessibility Conformance Report (the instructions)
- The VPAT

Please carefully review the Essential Requirements and Best Practices sections before using the VPAT to create an Accessibility Conformance Report.

The purpose of these instructions is to promote accurate and consistent reporting of product accessibility information.

The VPAT is a template used to document a product's conformance with accessibility standards and guidelines. The purpose of the Accessibility Conformance Report is to assist customers and buyers in making preliminary assessments regarding the availability of commercial "Electronic and Information Technology," also referred to as "Information and Communication Technology" (ICT) products and services with features that support accessibility.

The Information Technology Industry Council (ITI) provides the VPAT. Use of the template and service mark does not require membership in ITI.

Essential Requirements and Best Practices for Information & Communications Technology (ICT) Vendors

This section provides guidance for reporting product conformance for major accessibility standards and guidelines using the VPAT® to produce the Accessibility Conformance Report. Deviating from these guidelines precludes vendors from referencing the template by name and/or the VPAT acronym.

Getting Started

1. Before creating a report, read all of the materials provided in this document.
2. Determine which accessibility standards/guidelines will be included in the product conformance report and use the appropriate VPAT file.
3. It is the vendor's responsibility to maintain the integrity of the data in the report.

Essential Requirements for Authors

The following are the minimum requirements to produce an Accessibility Conformance Report based on the VPAT®.

1. The VPAT name and template are registered service marks of ITI. Use of the VPAT template and name requires the inclusion of the registered service mark (i.e., "VPAT®"). Users of the VPAT agree not to deviate from the Essential Requirements for Authors.
2. The template file can be used as is or replicated in a different delivery format, for example as HTML or PDF. The final conformance report must be accessible.
3. A report must contain the following content at a minimum:
 - **Report Title** – In the heading format of "[Company Name] Accessibility Conformance Report"
 - **VPAT Heading Information** – Template version
 - **Name of Product/Version** – Name of Product being reported, including product version identifier if necessary
 - **Report Date** – Date of report publication. At a minimum, provide the month and year of the report publication. For example, "May 2016". If date is included, ensure it is clear "4 May 2016" or "May 4, 2016".

- **Product Description** – A brief description of the product
- **Contact Information** – Contact Information for follow-up questions. Listing an email is sufficient.
- **Notes** – Any details or further explanation about the product or the report. This section may be left blank.
- **Evaluation Methods Used** – Include a description of evaluation methods used to complete the VPAT for the product under test.
- **Applicable Standards/Guidelines** – A clear indication of which Standards/Guidelines this Conformance Report covers.
 - The list must include only the Standards/Guidelines used to evaluate the product.
 - The applicable Standards/Guidelines that are included in this edition of the VPAT template are:
 - Web Content Accessibility Guidelines 2.0 or WCAG 2.0 (ISO/IEC 40500)
 - Web Content Accessibility Guidelines 2.1 or WCAG 2.1
 - If other Standards/Guidelines are reported then use the appropriate VPAT edition.
 - This information can be in a table format at the top of the report with the table heading ‘Standards/Guidelines’ and the reported Standards/Guidelines identified. This information can alternatively be supplied in the introductory text of the report. In the VPAT we have used a table as an example and listed “(yes / no)” for each guideline. To indicate what the report covers leave the appropriate yes or no on each guideline.
 - If multiple Guideline tables are included, each table must identify the Guideline that the criteria in that table represent.
- **Terms** – The report must list the definition of the terms used in the Conformance Level column. ITI recommends the following terms. If a vendor deviates from the ITI definitions, the vendor shall reference this change in the heading Notes section. If a term is not used it can be removed from the list. The ITI definitions are:
 - **Supports:** The functionality of the product has at least one method that meets the criterion without known defects or meets with equivalent facilitation.
 - **Partially Supports:** Some functionality of the product does not meet the criterion.

- **Does Not Support:** The majority of product functionality does not meet the criterion.
- **Not Applicable:** The criterion is not relevant to the product.

Note: When filling in the WCAG tables, a response may use 'Supports' where one might otherwise be inclined to use 'Not Applicable'. This is in keeping with WCAG 2.0 Understanding Conformance: This means that if there is no content to which a success criterion applies, the success criterion is satisfied.

- **Not Evaluated:** The product has not been evaluated against the criterion. This can only be used in WCAG 2.x Level AAA.
- **Tables for Each Standard or Guideline** – Tables showing the responses to the criteria.
5. WCAG Conformance Information – The answers in the WCAG success criteria are based on the level of conformance being reported (Level A, AA or AAA).
- These tables are used to answer:
 - The selected levels of WCAG 2.x Guidelines.
 - When reporting on WCAG 2.0 criteria it is acceptable to remove the WCAG 2.1-specific criteria from the table. These are marked '2.1 only' within the row.
6. Remarks and Explanations – Detailed remarks should be provided in the Remarks and Explanations column to justify your answer in the Conformance Level column.
- When the conformance level is 'Partially Supports' or 'Does Not Support', the remarks should identify:
 1. The functions or features with issues
 2. How they do not fully support
 - If the criterion does not apply, explain why.
 - If an accessible alternative is used, describe it.

Best Practices for Authors

ITI suggests that authors adopt the following best practices when using the VPAT® to create an Accessibility Conformance Report.

- **Branding Header:** Company logo or branding information
- **Report Date Changes:** If a report is revised, change the report date and explain the revision in the Notes section. Alternately, create a new report and explain in the Notes section that it supersedes an earlier version of the report.

- **Notes:** Add any notes applicable to product or the report
 - Additional information about the product version that the document references
 - Any revisions to the document
 - Links to any related documents
 - Additional information describing the product
 - Additional information about what the document does or does not cover
 - Information suggested by the WCAG 2.0 Conformance Claim
 - Information needed to satisfy ISO/IEC 17050-1:2004, Supplier's Declaration of Conformity

- **Evaluation Methods Used** – Information to enter may include the following:
 - Testing is based on general product knowledge
 - Similar to another evaluated product
 - Testing with assistive technologies
 - Published test method (provide name, publisher, URL link)
 - Vendor proprietary test method
 - Other test method

- **Remarks and Explanations:** This section may include:
 - Information regarding the testing of a given criteria.
 - Information on application dependencies to support accessibility (e.g. OS, app frameworks, browsers recommended).
 - How the customer can find more information about accessibility issues. One method can be to include the bug ID where customers can call the company's customer support to get additional information.
 - Known workarounds for accessibility issues.

- **Legal Disclaimer:** Area for any legal disclaimer text required by your organization.

- **Report Size:** To reduce the size of the report it is acceptable to remove sections. Individual criteria cannot be removed, only sections at a time. Section removal is acceptable in four situations:
 - When an entire section is not being reported on because it does not apply to the product, for example:
 - Chapter 4: Hardware. Information should be included in the notes for that section why it has been removed.

- A card reader that does not have sound could remove the criteria in section 413 Closed Caption Processing Technologies and just note the why the criteria does not apply.
- When reporting on WCAG 2.0 criteria it is acceptable to remove the WCAG 2.1-specific criteria from the table. These are marked '2.1 only' within the row.
- If the product is not being evaluated for a level of the criteria (for example Level AAA) then that table may be deleted.
- If a requesting customer has identified that a section of the standard does not apply, information should be included in the notes that the section has been removed.
- **WCAG 2.x Tables:** The WCAG 2.x criteria are shown in three tables, Level A, Level AA, and Level AAA.
 - If desired, these tables can be combined into one table.
 - When reporting on a level (A, AA or AAA) all criteria for that level must be answered for the particular version of WCAG that the report includes.
- **Language:** Translation to other languages is permitted.
- **Multiple Reports:** When using the VPAT to create an Accessibility Conformance Report for complex products it may be helpful to separate answers into multiple reports. For example, when a product is an Authoring Tool that also has web content and documentation. When multiple reports are used for a complex product, it is required to explain this and how to reach the other reports in the Notes section of each report.
- **Criteria Text:** To help conserve space in the ITI template only the criteria ID number and a short title have been included. Where possible, links have been included to the standard/guideline.
 - It is acceptable to add the full text of the criteria into the cell if desired to help with understanding.
 - The links to the standards/guidelines can be removed.
- **Ordering of Tables:** The order that the guideline tables appear may be changed to facilitate reading. For example, instead of separating the Level A, Level AA and Level AAA criteria, they may be put in one table in numerical order.
- **Guideline Section Heading Rows in Tables:** The tables include heading rows to facilitate understanding the context of the criteria.
 - The cells in these rows do not require answers as indicated by "Heading cell – no response required."

- It is optional to add a response if desired.
- The shading of the row is also optional.
- If removing the heading rows, edit the criteria titles so it's clear where they apply.

Posting the Final Document

- When publishing your Accessibility Conformance Report, be sure to remove the entire first 9 pages of this document, including the table of contents, introductory information and instructions.
- Check for each required item in the VPAT® document:
 - **[Company Name] Accessibility Conformance Report** (report title)
 - **(Based on VPAT® Version 2.4)**
 - **Name of Product/Version**
 - **Report Date**
 - **Product Description**
 - **Contact Information**
 - **Notes**
 - **Evaluation Methods Used**
 - **Applicable Standards/Guidelines**
 - **Terms**
 - **Tables for Each Standard or Guideline**
 - Check that there is a response for each criterion for 'Conformance Level' and 'Remarks and Explanations.'
- Verify that the final document is accessible.
- Post your final document on your company's web site, or make the document available to customers upon request.

Table Information for VPAT® Readers

For each of the standards, the criteria are listed by chapter in a table. The structures of the tables are: the first column contains the criteria being evaluated, the second column describes the level of conformance of the product regarding the criteria and the third column contains any additional remarks and explanations regarding the product.

- When sections of criteria do not apply, or are deemed by the customer as not applicable, the section is noted as such and the rest of that table may be removed for that section.
- When multiple standards are being recorded in this document, the duplicative sections are noted and responded to only one time. The duplicate entry will note the cross reference to the data.

Essential Education Accessibility Conformance Report

WCAG Edition

(Based on VPAT® Version 2.4)

Name of Product/Version: GED Academy, HiSET Academy, TASC Academy, TABE 11/12 Academy, CASAS GOALS Academy, College Essentials, Computer Essentials

Report Date: May 2023

Product Description: This document covers the English-language version of Essential Education’s suite of online student academy products listed above. Further product information can be found at www.essentialied.com.

Contact Information: Emma Boersma, emma@essentialied.com

Notes: This document is an updated version of the [VPAT for April 2021](#).

Recent updates include:

- Fixes to focus states and header level tags in HomeRoom.
- Computer Essentials revision with accessibility options such as captioning and new lesson features for enhanced screen reader navigation.

- Update to allow browser-controlled fonts on practice tests.
- Bypass block in HomeRoom.
- Update to remove non-accessible question types (i.e. drag-and-drop) from practice tests for students with an LMS setting.

Notes for using Read&Write:

- Read&Write is functional for using EE programs, and Practice Tests have been updated for ease of reading with this software. For Read&Write in lessons, use the Screenshot Reader for non-selectable text.

Evaluation Methods Used: Lesson development includes quality control accessibility check, including color contrast, captions, transcripts, screen reader accessibility, and other accessibility issues. Product screen reader testing for desktop is done on an ongoing basis with NVDA (current version, 2023.1) and a standard keyboard. Addon is required to read MathML in practice tests. Lessons include alt text for math. Supplemental testing of specific interactions or issues is done with JAWS, Narrator in Windows, VoiceOver on iPhone, and Read&Write (Chrome extension and Windows application). Product is tested in Firefox and Chrome, as well as Android and Apple mobile devices. Additional testing done with Accessible Web Chrome extension. Other information is based on product knowledge and information from developers.

Applicable Standards/Guidelines

This report covers the degree of conformance for the following accessibility standard/guidelines:

Standard/Guideline	Included In Report
<u>Web Content Accessibility Guidelines 2.0</u>	Level A (Yes) Level AA (Yes) Level AAA (Yes)
<u>Web Content Accessibility Guidelines 2.1</u>	Level A (Yes) Level AA (Yes) Level AAA (Yes)

Terms

The terms used in the Conformance Level information are defined as follows:

- **Supports:** The functionality of the product has at least one method that meets the criterion without known defects or meets with equivalent facilitation.
- **Partially Supports:** Some functionality of the product does not meet the criterion.
- **Does Not Support:** The majority of product functionality does not meet the criterion.
- **Not Applicable:** The criterion is not relevant to the product.
- **Not Evaluated:** The product has not been evaluated against the criterion. This can be used only in WCAG 2.0 Level AAA.

WCAG 2.1 Report

Note: When reporting on conformance with the WCAG 2.x Success Criteria, they are scoped for full pages, complete processes, and accessibility-supported ways of using technology as documented in the [WCAG 2.0 Conformance Requirements](#).

Table 1: Success Criteria, Level A

Notes:

Criteria	Conformance Level	Remarks and Explanations
<u>1.1.1 Non-text Content</u> (Level A)	Partially Supports	<p>Product software includes text (alt-tag) to represent the purpose of non-text elements in the program lessons. Decorative elements are removed.</p> <p>HomeRoom has the following known issues:</p> <ul style="list-style-type: none"> Decorative unit image on HomeRoom page not removed is a known issue. Accessible names of ARIA progress bars missing
<u>1.2.1 Audio-only and Video-only (Prerecorded)</u> (Level A)	Supports	
<u>1.2.2 Captions (Prerecorded)</u> (Level A)	Supports	<p>All audio elements without equivalent on-screen text include captioning. The text elements are designed to communicate the same information as its associated element. Captions for videos outside of lessons may require whitelisting the Wistia.com website.</p>
<u>1.2.3 Audio Description or Media Alternative (Prerecorded)</u> (Level A)	Supports	<p>The relevant media here is audio/visual instruction. The visual content in audio/visual instruction is typically described in the audio, captions, and available transcripts of all instructional media. Where the visual content is not fully described in the audio, captions, and transcript, there is alt text available to describe the visual content of the lesson.</p>
<u>1.3.1 Info and Relationships</u> (Level A)	Supports	<p>Website pages are navigable, with errors under investigation:</p> <ul style="list-style-type: none"> Aria roles that must contain children or parents.
<u>1.3.2 Meaningful Sequence</u> (Level A)	Supports	
<u>1.3.3 Sensory Characteristics</u> (Level A)	Supports	
<u>1.4.1 Use of Color</u> (Level A)	Supports	<p>Software does not rely solely on color coding for conveying information, indicating an action,</p>

		prompting a response, or distinguishing a visual element. Redundant information is included with color coding. Note that optional color coding is included for teacher use in non-student-facing LMS.
1.4.2 Audio Control (Level A)	Supports	Product (software) allows the user to interrupt, pause, and restart audio presentations. Product (software) allows users to navigate program using a keyboard. <ul style="list-style-type: none"> • Tab - moves selection box around screen to all options available. • Enter - executes selection. • Arrows – move selection box within contained subset when list of options are provided for one choice of action.
2.1.1 Keyboard (Level A)	Supports	Note that Computer Essentials and newer content will allow screen reader shortcuts.
2.1.2 No Keyboard Trap (Level A)	Supports	
2.1.4 Character Key Shortcuts (Level A 2.1 only)	Not Applicable	
2.2.1 Timing Adjustable (Level A)	Supports	Product (software) does not require timed responses except in timed practice tests. The time limit can be deactivated for users. The one exception is the keyboarding exercise in Keyboarding in Computer Essentials, which requires timed typing. This is an Essential Exception for keyboarding skill.
2.2.2 Pause, Stop, Hide (Level A)	Supports	Product (software) can be paused, stopped, or hidden.
2.3.1 Three Flashes or Below Threshold (Level A)	Supports	Product (software) does not use flashing or blinking text.
2.4.1 Bypass Blocks (Level A)	Supports	Bypass implemented in both lessons and webpage menus for students.
2.4.2 Page Titled (Level A)	Supports	Product (software) provides headers or titles for all pages.

<u>2.4.3 Focus Order</u> (Level A)	Supports	The products provide a visual indication of the focus allowing someone who is viewing the screen to accurately access the programs' features.
<u>2.4.4 Link Purpose (In Context)</u> (Level A)	Supports	
<u>2.5.1 Pointer Gestures</u> (Level A 2.1 only)	Not Applicable	Multi-point or path-based gestures are not required.
<u>2.5.2 Pointer Cancellation</u> (Level A 2.1 only)	Supports	
<u>2.5.3 Label in Name</u> (Level A 2.1 only)	Supports	Product (software): text of the visible labels is part of the accessible name.
<u>2.5.4 Motion Actuation</u> (Level A 2.1 only)	Not Applicable	Products do not rely on motion activation or actuation.
<u>3.1.1 Language of Page</u> (Level A)	Doesn't Support	Menu choices allow students to toggle between Spanish and English for practice tests, HomeRoom webpage, and lessons.
<u>3.2.1 On Focus</u> (Level A)	Supports	
<u>3.2.2 On Input</u> (Level A)	Supports	
<u>3.3.1 Error Identification</u> (Level A)	Supports	
<u>3.3.2 Labels or Instructions</u> (Level A)	Supports	Product (software) provides labels with text located in close proximity to fields that are to be completed for easy association by screen readers.
<u>4.1.1 Parsing</u> (Level A)	Supports	
<u>4.1.2 Name, Role, Value</u> (Level A)	Supports	

Table 2: Success Criteria, Level AA

Notes:

Criteria	Conformance Level	Remarks and Explanations
<u>1.2.4 Captions (Live)</u> (Level AA)	Not Applicable	Live audio is not used.
<u>1.2.5 Audio Description (Prerecorded)</u> (Level AA)	Partially Supports	Audio track describes content on whiteboard in most lessons. Note that where visual content in lesson instruction is not described in the audio track/captions/transcript, there is alt text available to describe the visual content.

1.3.4 Orientation (Level AA 2.1 only)	Partially Supports	HomeRoom and Practice Tests are supported for multiple orientation. Lessons are presented in landscape mode currently.
1.3.5 Identify Input Purpose (Level AA 2.1 only)	Doesn't Support	
1.4.3 Contrast (Minimum) (Level AA)	Partially Supports	Product (software) presents text at a contrast higher than 4.5:1 for practice tests and lessons. Elements in the HomeRoom website in blue and orange do not currently support this contrast minimum and are currently being revised.
1.4.4 Resize text (Level AA)	Doesn't Support	Using a "Zoom" (in Firefox) or "Page zoom" (in Chrome) setting on the web browser will best allow students to see the HomeRoom and lessons in a larger font size. In Firefox, it is best not to choose "Zoom text only" but to apply Zoom to the entire page. A custom font may be used for practice tests by selecting the option to use a custom font.
1.4.5 Images of Text (Level AA)	Supports	Images of text are only used for decorative purposes or where essential for formatting certain educational text, such as those involving mathematical figures and equations or displays of graphics. In these cases, alt text is provided for images.
1.4.10 Reflow (Level AA 2.1 only)	Partially Supports	This is supported for HomeRoom and Practice Tests but not for lessons at this time.
1.4.11 Non-text Contrast (Level AA 2.1 only)	Partially Supports	Necessary images in learning content are evaluated for non-text contrast. Older learning content images are under review. All images necessary for lessons contain alt text.
1.4.12 Text Spacing (Level AA 2.1 only)	Doesn't Support	Current lessons do not allow this; update to new software version will be necessary to support this.
1.4.13 Content on Hover or Focus (Level AA 2.1 only)	Partially Supports	Hover or focus content is avoided in student-facing content and does not appear in lessons, but hover information text is found in the teacher LMS. A new student feature on the practice tests to use browser fonts is found to use hover help text.
2.4.5 Multiple Ways (Level AA)	Partially Supports	Current HomeRoom only supports navigation through the menu. Lessons offers alternative

		program navigation via menu (table of contents). Practice test navigation is a process.
<u>2.4.6 Headings and Labels</u> (Level AA)	Supports	
<u>2.4.7 Focus Visible</u> (Level AA)	Supports	The products provide a visual indication of the focus allowing someone who is viewing the screen to accurately access the programs' features.
<u>3.1.2 Language of Parts</u> (Level AA)	Doesn't Support	Menu choices allow students to toggle between Spanish and English for practice tests, HomeRoom webpage, and lessons.
<u>3.2.3 Consistent Navigation</u> (Level AA)	Supports	Product (software) ensures that controls, status indicators, or other programmatic elements use consistent action throughout the program when executed.
<u>3.2.4 Consistent Identification</u> (Level AA)	Supports	Product (software) ensures that controls, status indicators, or other programmatic elements use consistent action throughout the program when executed.
<u>3.3.3 Error Suggestion</u> (Level AA)	Not Applicable	
<u>3.3.4 Error Prevention (Legal, Financial, Data)</u> (Level AA)	Supports	
<u>4.1.3 Status Messages</u> (Level AA 2.1 only)	Supports	Status messages should be read by assistive technology when they occur. Any reported issues will be updated.

Table 3: Success Criteria, Level AAA

Notes:

Criteria	Conformance Level	Remarks and Explanations
<u>1.2.6 Sign Language (Prerecorded)</u> (Level AAA)	Doesn't Support	
<u>1.2.7 Extended Audio Description (Prerecorded)</u> (Level AAA)	Doesn't Support	Lengthy pauses with visuals do not occur in most instances. Note that where visual content in lesson instruction is not described in the audio track/captions/transcript, there is alt text available to describe the visual content. In these cases, there is no length pause. There are some instances

		(particularly in Computer Essentials) where there is a pause in video content with text on the screen.
	Supports	Note that lessons involve prerecorded audio synced with animation. Text transcripts are available for this media. Additional alt text is included for any visual elements.
1.2.8 Media Alternative (Prerecorded) (Level AAA)	Not Applicable	No live audio is included.
1.2.9 Audio-only (Live) (Level AAA)	Doesn't Support	
1.3.6 Identify Purpose (Level AAA 2.1 only)	Doesn't Support	
1.4.6 Contrast (Enhanced) (Level AAA)	Supports	Products do not use background audio.
1.4.7 Low or No Background Audio (Level AAA)	Doesn't Support	
1.4.8 Visual Presentation (Level AAA)	Supports	Images of text are only used for decorative purposes or where essential for formatting certain educational text, such as those involving mathematical figures and equations or displays of graphics. In these cases, alt text is provided for images.
1.4.9 Images of Text (No Exception) (Level AAA)	Supports	All functionality for products is accessible via keyboard, and does not require specific timings.
2.1.3 Keyboard (No Exception) (Level AAA)	Partially Supports	Products allow for timed elements to be disabled (practice tests).
2.2.3 No Timing (Level AAA)	Not Applicable	The Keyboarding lesson in Computer Essentials has essential timed elements for keyboarding.
2.2.4 Interruptions (Level AAA)	Doesn't Support	Sessions are set to expire after a long period of time (a week).
2.2.5 Re-authenticating (Level AAA)	Supports	Product (software) does not use flashing or blinking text.
2.2.6 Timeouts (Level AAA 2.1 only)	Supports	Note that: <ul style="list-style-type: none"> • Our student interface and teacher LMS do not include animation. • Our lessons include essential animations to present information to students. These can be paused, and text transcripts are available.
2.3.2 Three Flashes (Level AAA)	Supports	
2.3.3 Animation from Interactions (Level AAA 2.1 only)	Supports	

<p><u>2.4.8 Location</u> (Level AAA)</p>	<p>Partially Supports</p>	<p>The teacher and student web interfaces indicate current location within navigation bars. When students are in a practice test, the main menu does not appear. The current question number and total question numbers are indicated. When students are in a lesson, the navigable menu indicates visited and not visited sections. The current location is labeled in most areas to indicate overall location, i.e. "Question 1 of 8."</p>
<p><u>2.4.9 Link Purpose (Link Only)</u> (Level AAA)</p>	<p>Supports</p>	<p>Purpose of links are identifiable by their text.</p>
<p><u>2.4.10 Section Headings</u> (Level AAA)</p>	<p>Supports</p>	<p>Product (software) provides headers or titles for all sections.</p>
<p><u>2.5.5 Target Size</u> (Level AAA 2.1 only)</p>	<p>Doesn't Support</p>	
<p><u>2.5.6 Concurrent Input Mechanisms</u> (Level AAA 2.1 only)</p>	<p>Partially Supports</p>	<p>Products support concurrent input for some mechanisms.</p>
<p><u>3.1.3 Unusual Words</u> (Level AAA)</p>	<p>Supports</p>	<p>Product (software) provides resources such as vocabulary definitions for unusual words.</p>
<p><u>3.1.4 Abbreviations</u> (Level AAA)</p>	<p>Doesn't Support</p>	
<p><u>3.1.5 Reading Level</u> (Level AAA)</p>	<p>Partially Supports</p>	<p>The reading level of the product's content is primarily low-secondary and below. However, low-reading-level alternatives are not provided for content that teaches or assesses higher level reading content skills.</p>
<p><u>3.1.6 Pronunciation</u> (Level AAA)</p>	<p>Supports</p>	<p>Product (software) allows users to understand correct pronunciation via context of the sentence being read or listened to.</p>
<p><u>3.2.5 Change on Request</u> (Level AAA)</p>	<p>Doesn't Support</p>	<p>Note that as the student moves through courses, reporting is updated on the student's interface to reflect progress and performance. The software's goal is for navigation to be clear and simple and for the student to be aware of progress and performance.</p>
<p><u>3.3.5 Help</u> (Level AAA)</p>	<p>Supports</p>	<p>Product (software) gives clear instruction on how to answer important questions and fill out important forms.</p>
<p><u>3.3.6 Error Prevention (All)</u> (Level AAA)</p>	<p>Supports</p>	

**FIRST AMENDMENT TO SOFTWARE SERVICES AGREEMENT
BETWEEN ESSENTIAL EDUCATION AND POUFRE SCHOOL DISTRICT R-1**

This First Amendment (“Amendment”) effective the 12th day of September 2023, is attached to and forms part of the Software Services Agreement between Poudre School District R-1 (the “District”) and Essential Education (the “Contractor”) executed June 27, 2022, (“Agreement”), hereby attached and made part of this Amendment. To the extent that any of the terms or conditions contained in this Amendment may contradict with any of the terms or conditions of the attached Agreement, it is expressly understood and agreed that the terms of this Amendment shall take precedence and supersede the attached Agreement. The parties agree to amend the Agreement by adding the following language:

1. **Purpose of Amendment.** This Amendment shall constitute the First Amendment to the Agreement between the District and the Contractor. The purpose of this Amendment is to amend the terms and deliverables between the District and Contractor.

2. **Term of Agreement.**
 - 2.1. At the conclusion of the term dated August 20, 2023, as outlined in section 1.1 of the Agreement, the District and Contractor elect to extend the term of the Agreement beginning on August 21, 2023, through August 20, 2024.

3. **Amended Responsibilities.**
 - 3.1. Within section 1.1, amend with the following additional language which is underlined:

This Agreement shall commence on August 20, 2022 and continue through and including August 20, 2023. The Agreement, at the option of the District, may be extended for up to four (4) additional one-year terms, with the commencement of a written and executed amendment to the Contract for each one-year term.

 - 3.2. Exhibit B is deleted hereby in its entirety.

 - 3.3. Replace Exhibit B with Contractor’s Price Guide 2023, hereby attached to this First Amendment and made part of this Agreement.

 - 3.4. Within section 11, delete the language which has a strikethrough and replace with the following language which is underlined:

Poudre School District R-1
Attn: ~~Tracy Stibitz~~
2407 LaPorte Avenue
Fort Collins, CO 80521
E-mail: ~~tstibitz@psdschools.org~~

Poudre School District R-1

Attn: Contracts Administrator
2407 LaPorte Avenue
Fort Collins, CO 80521
E-mail: contracts@psdschools.org

4. **Special Provisions.**

4.1. Terms and Conditions. With the exception of items explicitly delineated in this Amendment, all terms and conditions of the original Agreement between the District and Contractor shall remain unchanged and in full force and effect.

5. **General Provisions.**

5.1. Entire Agreement. The original Agreement and this First Amendment constitutes the entire Agreement of the parties regarding the subject matter addressed herein and supersedes all prior Agreements, whether oral or written, pertaining to said subject matter.

5.2. Signatures. This Agreement may be executed and delivered via portable document format (pdf), and the pdf signature of any party shall be considered valid, binding, effective and an original for all purposes.

IN WITNESS WHEREOF, the District and the Contractor have signed this Agreement as of the date first set forth above.

ESSENTIAL EDUCATION

POUDRE SCHOOL DISTRICT R-1

By: 

Dan Griffith
President, Education Division

By: 

R. David Montoya
Chief Finance Officer

By: 

Julie Chaplain
Assistant Superintendent

Exhibit B

Price Guide 2023

PROGRAMS

Adult Basic Education Courses (online or offline)

	10-49 (reusable seats)	50-124 (reusable seats)	125-299 (reusable seats)	300-499 (reusable seats)	500+ (reusable seats)
TABE 11/12 Academy™	\$60.00	\$49.00	\$40.00	\$33.00	\$28.00
CASAS GOALS Academy™	\$60.00	\$49.00	\$40.00	\$33.00	\$28.00

High School Equivalency Courses (online or offline)

	10-49 (reusable seats)	50-124 (reusable seats)	125-299 (reusable seats)	300-499 (reusable seats)	500+ (reusable seats)
GED Academy®*	\$75.00	\$62.00	\$51.00	\$42.00	\$33.00
HiSET Academy®*	\$75.00	\$62.00	\$51.00	\$42.00	\$33.00

*Add-on Option

Essay Scoring: \$6 per reusable seat; any quantity. Must purchase for all seats.

Workforce Readiness Courses

	10-49 (reusable seats)	50-124 (reusable seats)	125-299 (reusable seats)	300-499 (reusable seats)	500+ (reusable seats)
Computer Essentials™	\$42.00	\$34.50	\$27.50	\$22.00	\$18.50
Work Essentials™	\$30.00	\$24.00	\$20.00	\$17.00	\$15.00
Money Essentials™	\$21.00	\$19.00	\$17.50	\$16.00	\$14.50
College Essentials™	\$55.00	\$45.00	\$37.00	\$30.00	\$26.00
	10-499 (seats)		500-1999 (seats)		2000+ (seats)
Dream Catcher	\$15.00		\$12.00		\$10.00

Professional Development Courses (for educators)

	Any quantity (school seats)	Per Course (teacher)
Professional Development Series	\$15 per seat; minimum of 3 seats required.	\$29; \$59 all three courses.
Identifying & Remediating Reading Skills Difficulties		
Motivating the Adult Learner		
Blended Learning in Adult Education		

Price Guide 2023 (cont.)

BUNDLES

Academic Bundle (online or offline)

	10-49 (reusable seats)	50-124 (reusable seats)	125-299 (reusable seats)	300-499 (reusable seats)	500+ (reusable seats)
ABE Courses TABE 11/12 Academy CASAS GOALS Academy	\$75.00	\$62.00	\$51.00	\$42.00	\$33.00
HSE Courses GED Academy™ HiSET Academy®					

Workforce Readiness Bundle

	10-49 (reusable seats)	50-124 (reusable seats)	125-299 (reusable seats)	300-499 (reusable seats)	500+ (reusable seats)
Workforce Readiness Courses Computer Essentials Work Essentials Money Essentials	\$70.00	\$57.50	\$48.00	\$42.00	\$37.50

Academic + Workforce & College Readiness Bundle

	10-49 (reusable seats)	50-124 (reusable seats)	125-299 (reusable seats)	300-499 (reusable seats)	500+ (reusable seats)
ABE Courses TABE 11/12 Academy CASAS GOALS Academy	\$127.00	\$104.00	\$87.00	\$73.50	\$62.00
HSE Courses GED Academy™ HiSET Academy®					
Workforce Readiness Courses Computer Essentials Work Essentials Money Essentials					
College & Career Readiness Course College Essentials					

PRACTICE TESTS

High School Equivalency

	25+ (vouchers)	1000+ (vouchers)	2500+ (vouchers)	5000+ (vouchers)	20,000+ (vouchers)
GED® Ready	\$4.25	\$4.10	\$3.75	\$3.50	\$3.25
HiSET Academy® Official Practice Test	\$2 per test voucher; minimum of 10 vouchers required.				

Price Guide 2023 (cont.)

PRINT RESOURCES

Essential Materials

	1-9 (workbooks)	10-49 (workbooks)	50-124 (workbooks)	125-299 (workbooks)	300-499 (workbooks)	500+ (workbooks)
Essential Reading Skills*	\$25.95	\$23.00	\$21.75	\$20.25	\$18.50	\$16.50
Essential Math Skills*	\$25.95	\$23.00	\$21.75	\$20.25	\$18.50	\$16.50
Essential Writing & Language Skills*	\$25.95	\$23.00	\$21.75	\$20.25	\$18.50	\$16.50

**Add-on Option*

Receive \$1 off each Essential Skills workbook with the purchase of GED or HiSET Academies.

Adult Basic Education Materials

	10-pack (workbooks)
ABE Essentials + Virtual Tutor (21 titles, pp. 4-5)	\$64.50 per 10-pack of each title; any quantity.
ABE Essentials Offline For Corrections Only (21 titles, pp. 4-5)	\$59.00 per 10-pack of each title; any quantity.

FIVE WAYS TO ORDER

Call:	1 (800) 931-8069
Fax:	1 (541) 230-1171
Mail to main office:	Essential Education 895 NW Grant Ave. Corvallis, OR 97330
Email:	info@essentialed.com
Go online:	www.essentialed.com/educators

Essential Education's Reusable Seat Model:

We sell many of our course seats as reusable. This means that during the course of your license, you can reuse the seats as many times as you would like. Once a student is done studying or drops out for any reason, simply deactivate their account in the Learning Management System (LMS) and add another student to replace them.

**SOFTWARE SERVICES AGREEMENT
BETWEEN ESSENTIAL EDUCATION
AND POUFRE SCHOOL DISTRICT R-1**

This Software Services Agreement (“Agreement”) is entered into this 27th day of June 2022, by and between Poudre School District R-1 (the “District”) and Essential Education (the “Contractor”). The District and the Contractor are collectively referenced herein as the “parties.” In consideration of the mutual covenants and promises contained in this Agreement, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Term of Agreement.**

1.1. This Agreement shall commence on August 20, 2022 and continue through and including August 20, 2023.

2. **Deliverables and Purchase Price.**

2.1. The Contractor shall make its A for use in the District, in accordance with the scope of work set forth in the attached Exhibit A (hereinafter the “Services”).

2.2. The cost for all Services under this contract shall not exceed the pricing set forth on Exhibit B hereby attached and made part of this Agreement.

2.3. Additional District schools may participate in Services under all terms and conditions specified within this Agreement, not to exceed the term within section 1.1. This Agreement in no way binds the District or District Schools to exclusive use of Contractor’s Services. Discretion to utilize Services is under the direction of each District School Principal or Principal designee. District Principals or Principal designee will adhere to applicable laws, regulations, and District policies.

2.4. Fulfillment of Services under the terms and conditions set forth in this Agreement shall be exclusively through the issuance of a District purchase order.

2.4.1. The Contractor shall provide the contact in section 9 a quote for Services conforming to the pricing, which shall be payable by the District thirty (30) days after receipt of Contractor’s invoice.

2.4.2. Site-based credit cards and/or site-based restricted checks shall not be permitted for payment.

2.4.3. Services provided by Contractor without conforming to section 2.4 of the Agreement shall be considered unauthorized and payment shall not be issued by the District.

2.4.4. Contractor shall assure compliance with the District Policy DJG/DJGA, attached as Exhibit C and hereby made part of this Agreement, direct communication with schools or sales must be approved by contact in section 9 of this agreement.

2.5. Invoicing. Contractor will provide invoices for the Services at the rate specified in Exhibit B. Invoices shall be submitted to the Accounts Payable Department within thirty (30) days of receipt of Purchase Order. Invoices for Services shall include name of provider, dates of Services conforming to section 1.1, location for Services and a description of the Services provided.

2.5.1. Invoices received from the Contractor pursuant to this Agreement will be reviewed and approved by the District's representative, indicating that services have been rendered in conformity with the Agreement and then will be sent to the Finance Department for payment. Payment for Services not approved by the District in writing, shall not be considered valid and the District will not be responsible for covering associated costs. Invoices will generally be paid within thirty (30) days following the District representative's approval.

2.5.2. Invoices which do not conform with the agreement will be paid thirty (30) days from receipt of a revised and corrected invoice.

2.5.3. All invoices must be submitted within 30 days of fiscal year end June 30 and may not include items received by the District outside of the fiscal year July 1 – June 30.

2.5.4. Invoices shall be sent to ap@psdschools.org.

2.5.5. **Tax Exemption.** The District is exempt from federal and state taxes under Colorado Tax Exempt Number 98-03335.

2.6. The Contractor grants the District a non-exclusive, non-transferable, non-sublicenseable license to access and use, and permit authorized users to access and use the Services solely in the United States during the term of the Agreement.

2.7. The District shall access and use the Services solely for non-commercial instructional and administrative purposes within the District. Further, the District shall not, except as expressly authorized or directed by the Contractor: (a) copy, modify, translate, distribute, disclose or create derivative works based on the contents of, or sell, the Services, or any part thereof; (b) decompile, disassemble or otherwise reverse engineer Services or otherwise use the Services to develop functionally similar products or services; (c) modify, alter or delete any of the copyright, trademark, or other proprietary notices in or on the Services; (d) rent, lease or lend the Services or use the Services for the benefit of any third party; (e) avoid, circumvent or disable any security or digital rights management device, procedure, protocol or mechanism in the Services; or (f) permit any authorized user or third party to do any of the foregoing. The District also agrees that any works created in violation of this section are derivative works, and, as such, the District agrees to assign, and hereby assigns, all right, title and interest therein to the Contractor.

2.8. The District agrees, subject to the limited rights expressly granted hereunder, that all rights, title and interest in and to all Services, including all related IP Rights, are and shall remain the sole and exclusive property of Contractor or its third-party licensors. "IP

Rights” means, collectively, rights under patent, trademark, copyright and trade secret laws, and any other intellectual property or proprietary rights recognized in any country or jurisdiction worldwide. The District shall notify Contractor of any violation of Contractor’s IP Rights in the Services, and shall reasonably assist Contractor as necessary to remedy any such violation. Contractor Services are protected by patents.

2.9. The District understands and agrees that its students’ access to and use of the Services under this Agreement may require that it disclose confidential student records and information, as that term is defined below, to the Contractor. The Contractor understands and agrees that if it fails to comply with any of the requirements under sections 4, 5, 6 or 7 below at any time during or after the term of this Agreement the District may, as applicable, terminate the Agreement and/or disqualify the Contractor from future agreements with the District.

3. **Definitions.**

3.1. As used in this Agreement, “personally identifiable information” is defined as information (including metadata) that, alone or in combination, is linked or linkable to a specific student so as to allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty. Personally identifiable information includes but is not limited to: (a) the student’s name; (b) the name of the student’s parent or other family members; (c) the address or phone number of the student or student’s family; (d) personal identifiers such as the student’s social security number, student number or biometric record; and (e) indirect identifiers such as the student’s date of birth, place of birth or mother’s maiden name.

3.2. As used in this Agreement, “education records” is defined as records, files, documents and other materials that: (a) contain information directly related to a student; and (b) are maintained by the District, or by a party acting for the District such as the Contractor.

3.3. As used in this Agreement, “confidential student records and information” is defined as education records and personally identifiable information concerning District students, including but not limited to confidential student records and information disclosed to, collected by and/or generated by the Contractor. Confidential student records and information does not include “de-identified confidential student records and information,” as defined in section 3.5 below.

3.4. As used in this Agreement, “collect” is defined as the gathering of data and other information by any means, including but not limited to the use of logs, cookies, tracking pixels, etc.

3.5. As used in this Agreement, “de-identified confidential student records and information” is defined as confidential student records and information from which all personally identifiable information, and the ability to determine any personally identifiable information, is removed.

3.6. As used in this Agreement, “securely destroy” is defined as removing confidential student records and information from the Contractor’s systems, paper files, hard-copy and electronic records, databases and any other media regardless of format, in accordance

with the standard detailed in the National Institute of Standards and Technology (“NIST”) SP 800-88 Guidelines for Media Sanitization, so that the confidential student records and information are permanently irretrievable in the Contractor’s normal course of business.

3.7. As used in this Agreement, “eligible student” is defined as a student who is at least 18 years of age or who is legally emancipated.

4. **Ownership of Confidential Student Records, Information.** All confidential student records and information shall remain the exclusive property of the District and all rights, title and interest in the confidential student records and information, including but not limited to intellectual property rights in the confidential student records and information, belong to and are retained solely by the District. The District hereby grants to the Contractor a limited, nonexclusive license to access, view, collect, generate and use confidential student records and information solely for the purpose of performing its obligations under this Agreement.

5. **Security of Confidential Student Records and Information.**

5.1. The Contractor shall store and process confidential student records and information in accordance with commercial best practices, including implementing appropriate administrative, physical and technical safeguards that are no less rigorous than those outlined in CIS Critical Security Controls, as amended, to secure such confidential student records and information from unauthorized access, disclosure, alteration and use. The Contractor shall ensure that all such safeguards, including the manner in which confidential student records and information is collected, accessed, used, stored, processed, disposed of and disclosed, comply with all applicable federal and state data protection and privacy laws, regulations and directives, including but not limited to Colorado’s Student Data Transparency and Security Act, C.R.S. §§ 22-16-101 to -112. Without limiting the foregoing, and unless expressly agreed to the contrary in writing, the Contractor warrants that all electronic confidential student records and information will be encrypted in transmission and at rest in accordance with NIST Special Publication 800-57, as amended.

5.2. The Contractor shall conduct periodic risk assessments and remediate any identified security vulnerabilities in a timely manner. The Contractor shall promptly notify the District in the event of: (a) any security or privacy breach concerning confidential student records and information; and/or (b) any use or disclosure of student personally identifiable information not authorized under this Agreement.

6. **Use of Confidential Student Records and Information.**

6.1. Under the Contract, Contractor may access, view, collect, generate and/or use confidential student records and information only under the following terms and conditions: (a) Contractor shall not disclose confidential student records and information, in whole or in part, to any other party; (b) Contractor shall not use any confidential student records or information to advertise or market to students or their parents/guardians; (c) Contractor shall access, view, collect, generate and use confidential student records and information only to the extent necessary to perform its obligations under the Contract; and (d) at the conclusion of the term of the Contract Contractor shall, as directed by the District, either securely destroy all confidential

student records and information in its possession, custody or control, or return such confidential student records and information to the District.

6.2. Contractor may use de-identified confidential student records and information for purposes of research, the improvement of its products and services, and/or the development of new products and services. In no event shall Contractor re-identify or attempt to re-identify any de-identified confidential student records and information.

6.3. Contractor shall promptly furnish to the District upon request all confidential student records and information collected and/or generated by Contractor and not in the District's possession. Such requests may include but shall not be limited to those made in order to respond to parent/guardian and eligible student requests to inspect and review education records as authorized under the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g ("FERPA") and/or under the Colorado Open Records Act, C.R.S. §§ 24-72-200.1 to -206 ("CORA"). The District, not Contractor, shall respond to all parent/guardian and eligible student requests to inspect and review records, data and other information.

7. **School Service Contract Provider.** If Contractor is a "school service contract provider" under the Colorado Student Data Transparency and Security Act (the "Act"), the Contract is amended to add the language in this section 7. Under the Act, a "school service contract provider" is defined as an entity (other than the Colorado Department of Education, a K-12 public education entity or an institution of higher education) that enters into a formal, negotiated contract with the District to provide a "school service." Under the Act, a "school service" is defined as an Internet website, online service, online application or mobile application that: (a) is designed and marketed primarily for use in a preschool, elementary school or secondary school; (b) is used at the direction of District teachers or other District employees; and (c) collects, maintains or uses confidential student records and information.

7.1. As a school service contract provider under the Act, the Contractor has provided the following information the attached Exhibit A: (a) the data elements of confidential student records and information that Contractor collects under the Contract, regardless of whether the data elements are initially collected or ultimately held individually or in the aggregate using protocols that are effective for preserving the anonymity of each student included in the data; (b) the learning purpose for which Contractor collects the confidential student records and information; and (c) how the Contractor uses and shares the confidential student records and information. Contractor shall update this information as necessary to maintain accuracy.

7.2. Contractor shall facilitate the District's access to and correction of any factually inaccurate confidential student records and information as required in response to correction requests from parents/guardians and eligible students.

8. **Remedies.** If Contractor fails to comply with any of the foregoing requirements in sections 4, 5, 6 or 7 at any time during or after the term of the Agreement the District may, as applicable, terminate the Agreement and/or disqualify Contractor from future contracts and subcontracts with the District.

9. **Access to District Server.** If access to any District server is necessary for the functionality of the Contractor's services. Upon written approval by the Executive Director of Information Technology or designee, the District grants the Contractor limited access to the District server for the sole purpose of providing Services

9.1. The Contractor agrees to protect the confidentiality, integrity and availability of all electronic District or student information at all times.

9.2. The Contractor agrees to take proper steps to ensure the security of the device in which they connect to the District's systems remotely. The Contractor agrees not to copy information accessed remotely to local devices and or portable devices. Printing information is not permitted unless specific authorization has been granted.

9.3. The Contractor shall not share passwords, codes, credentials or user accounts with others.

9.4. The Contractor shall have a valid and up-to-date antivirus agent installed to ensure protection against malware and viruses upon connection to the District network.

10. The Contractor acknowledges that if the District determines in its discretion that remote access has been compromised by unauthorized parties, or that remote access has been misused, the Contractor's access will be disabled or terminated immediately.

11. **Notices and Communications.** All notices and communications required or permitted under this Agreement shall be in writing and shall be: (a) sent via certified mail, return receipt requested and postage prepaid, to the address of the other party set forth below; or (b) sent via e-mail to the other party via the e-mail address set forth below.

Poudre School District R-1
Attn: Tracy Stibitz
2407 LaPorte Avenue
Fort Collins, CO 80521
E-mail: tstibitz@psdschools.org

Essential Education
Attn: Tara Keily
895 NW Grant Avenue
Corvallis, Oregon 97330
Email: tarak@essentialed.com

Essential Education
Attn: Valerie Dugan
895 NW Grant Avenue
Corvallis, Oregon 97330
Email: valerie@essentialed.com

12. **Insurance.** Contractor shall procure and maintain the required insurance specified below for the duration of this Agreement, which insurance shall be written for not less than the

amounts specified or greater if required by law. The District's receipt of a Certificate of Insurance from the Contractor with limits and or coverages that do not meet the requirements does not waive the requirements and the Contractor shall still be responsible for the limits and coverages stated in this Agreement. Specified coverages and amounts may be provided by a combination of a primary policy plus an umbrella or following form excess policy. All insurance shall be with a carrier licensed in the state of Colorado and shall have a minimum A.M. Best rating of A- VII. Contractor shall furnish the District's Director of Records and Risk Management with certificates of the required insurance prior to the District's approval and signing of this Agreement, and with renewal certificates prior to the expiration of any required insurance that expires during the term of this Agreement. Memorandums of Insurance will not be accepted. Certificates of Insurance and all communication regarding insurance shall be addressed to:

Poudre School District
 Attention: Risk Management
 2407 Laporte Ave
 Ft. Collins, CO 80521
 Email Certificate to: COI@psdschools.org

Any insurance and/or self-insurance carried by the District is excess of the coverage extended to the District by Contractor. Contractor shall provide at least thirty (30) days' advance written notice to the District prior to cancellation, change of coverage, or non-renewal. The insurance requirements specified in this section 12 shall not reduce the indemnification liability that Contractor has assumed in section 13.

Commercial General Liability

Minimum Limits

- | | |
|--|-------------|
| a. Each Occurrence Bodily Injury & Property Damage | \$2,000,000 |
| b. General Aggregate | \$3,000,000 |
| c. Products/Completed Operations Aggregate | \$2,000,000 |
| d. Personal/Advertising Injury | \$2,000,000 |
| e. Coverage must be written on an "occurrence" basis. | |
| f. Poudre School District R-1 and its elected officials, employees, agents, and volunteers shall be named as an additional insured or covered as an additional insured by way of a blanket endorsement and shall be insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Agreement. | |

Technology Errors and Omissions Liability (Professional Liability, including Network Security and Privacy Liability)

Minimum Limits

- | | |
|--------------|-------------|
| a. Per Loss | \$1,000,000 |
| b. Aggregate | \$3,000,000 |

- c. Liability extends for a period of three (3) years beginning at the time work under this Agreement is completed. Contractor shall maintain continuous coverage, as required by the Agreement, for this period.

The insurance shall provide coverage for:

- a. Liability arising from theft, dissemination and/or use of confidential information (defined term including but not limited to bank account, credit card account, personal information such as name, address, social security numbers, etc. information) stored or transmitted in electronic form.
- b. Network Security Liability arising from the unauthorized access to, use of or tampering with computer systems including hacker attacks, inability of an authorized third party to gain access to Contractor's services including denial of service, unless caused by a mechanical or electrical failure.
- c. Liability arising from the introduction of a computer virus into, or otherwise causing damage to, a District or third person's computer, computer system, network, or similar computer related property and the data, software, and programs thereon.

13. **Indemnification.** The Contractor shall indemnify and hold harmless the District and the District's Board members, employees, representatives and agents from and against any and all liability arising from any suit, action, third party claims, grievance, or proceeding, including all attorneys' fees, costs and expenses, incurred as a result of any negligent or intentional act or omission by Contractor, or its employees, agents, Subcontractors, or assignees related to the terms of this Agreement and any Services provided under this Agreement.

14. **Governmental Immunity.** It is specifically understood and agreed that nothing contained in this Agreement shall be construed as an express or implied waiver by the District of any of the immunities, rights, benefits, protections, or other provisions of the Colorado Constitution or Governmental Immunity Act, C.R.S. §§ 24-10-101 *et seq.*, as now or hereafter amended.

15. **General Provisions.**

15.1. **No Assignment.** The Contractor shall not assign this Agreement or any of its rights, interests or obligations under this Agreement without the prior written consent of the District, which consent may be withheld for any reason or no reason as determined by the District in its sole discretion.

15.2. **No Waiver.** The parties agree that no assent or waiver, express or implied, to any breach of any one or more of the covenants of this Agreement shall be construed as or deemed to be an assent to or a waiver of any subsequent breach.

15.3. **Amendment or Modification.** No amendment or modification of this Agreement shall be valid unless set forth in writing and executed by the District and the Contractor through written amendments to the Agreement, in the same manner and with the same formality as was done for this Agreement.

15.4. **Conflict of Terms.** In the event of any conflict of terms found between this Agreement, any incorporated exhibits, any other terms and conditions, end user license agreements or privacy policies, the terms of this Agreement shall prevail.

15.5. **Survival of Certain Contract Terms.** Notwithstanding anything herein to the contrary, the parties understand and agree that all terms and conditions of this Contract and the exhibits and/or attachments hereto which may require continued performance, compliance, or effect beyond the termination date of the Contract shall survive such termination date and shall be enforceable by the District as provided herein in the event of such failure to perform or to comply by the Contractor.

15.6. **Governing Law and Venue.** All issues regarding the formation, performance and/or legal enforcement of the Contract shall be governed by and construed in accordance with the laws of the State of Colorado. Venue for the resolution of any disputes arising out of or relating to the Contract shall be in Larimer County, Colorado.

15.7. **No Third-Party Beneficiary.** Enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the District and the Contractor. Nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any third person other than the District or the Contractor. It is the express intent of the parties that any third person receiving services or benefits pursuant to this Agreement shall be deemed an incidental beneficiary only.

15.8. **Binding Arbitration Prohibited.** The District does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary is null and void.

15.9. **Attorney Fees and Costs.** In the event it becomes necessary for either party to institute litigation to enforce any provision of this Agreement, the substantially prevailing party in such litigation shall receive, as part of any judgment or award entered, its reasonable attorney fees and costs, including expert witness fees.

15.10. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, legal representatives, successors and permitted assigns.

15.11. **Headings.** The headings used in this Agreement are for convenience only and shall have no effect upon the construction or interpretation of this Agreement.

15.12. **Entire Agreement.** This Agreement constitutes the entire Agreement of the parties regarding the subject matter addressed herein and supersedes all prior Agreements, whether oral or written, pertaining to said subject matter.

15.13. **Signatures.** This Agreement may be executed and delivered via portable document format (pdf), and the pdf signature of any party shall be considered valid, binding, effective and an original for all purposes. This Agreement may be signed in counterparts, and each counterpart shall be deemed an original, and all the counterparts taken as a whole shall constitute one and the same instrument.

15.14. **Warranty of Authority.** The individuals signing below represent and warrant that they have the authority to execute this Agreement on behalf of their respective organizations and bind their respective organizations to the terms of this Agreement.


IN WITNESS WHEREOF, the District and the Contractor have signed this Agreement as of the date first set forth above.

ESSENTIAL EDUCATION

POUDRE SCHOOL DISTRICT R-1

By: _____  _____

Dan Griffith
President, Education Division

By:  _____

R. David Montoya
Executive Director of Finance

By:  _____

Brad Avery
Assistant Principal, Poudre Global Academy

Exhibit A

Data Element	Purpose of Data Element
Metadata on all requests sent to servers (date/time, IP address, browser, operating system, location, requested page, referer, load time)	Auditing, technical support, product R&D
Scores earned by users on all EE-provided content (practice tests, quizzes, lessons, initial assessments, essays, etc.)	Reporting for instructors, lesson plan customization, content recommendations, product R&D
Grades and grading feedback given to users on essay / extended response questions	Reporting for instructors, providing feedback to users
Answers provided by users to all EE-provided content (practice tests, quizzes, lessons, initial assessments, essays, etc.)	Determining scores, auditing
Partial (in-progress) answers provided by users to select EE-provided content items (practice tests, quizzes, lessons, initial assessments, essays, etc.)	Resuming user progress after an interruption
Time spent by users on all EE-provided content (practice tests, quizzes, lessons, initial assessments, essays, etc.)	Reporting for instructors, auditing
Starting time of all EE-provided content (practice tests, quizzes, lessons, initial assessments, essays, etc.)	Reporting for instructors, auditing
Completion time of all EE-provided content (practice tests, quizzes, lessons, initial assessments, essays, etc.)	Reporting for instructors, auditing
Viewing time/state of certain videos, announcements, and other content within the application	Determining when to show certain content to users
Language used to take content for EE-provided content that is available in multiple languages	Determining scores, allowing review of answers
Personalized lesson plans containing EE-provided content for users	Determining which content to present to users
Personalized recommendations for learning resources and content for users	Determining which content to present to users
Progress of users through EE-provided content	Reporting for instructors, determining which content to present to users
Predictions of user mastery of various skills: educational standards, and standardized tests	Reporting for instructors
District contact information (phone number, timezone, address)	Account administration
Contact and login information for district administrative contacts (name, phone, email, username, password)	Account administration, user access
School contact information (phone number, timezone, address)	Account administration
Contact and login information for school administrative contacts (name, phone, email, username, password)	Account administration, user access
Teacher/instructor contact and login information (name, phone, email, username, password)	Account administration, user access
Class details and student rosters (teacher, start/end date, schedule)	Reporting for instructors, instructor management of students

Student contact and login information (name, phone, email, username, password, birthdate, gender, default language)	User access, instructor management of students, determining which content to present
Whether test time limits for the student should be disabled	Accommodating students who require extra time on tests
Students' primary teacher	Reporting for instructors
Students' enrolled courses and subjects	Determining which content to present to users
Content assignments teachers have assigned to students	Determining which content to present to users
Messages and message attachments sent between users	Messaging feature
Dates and times of user logins	Auditing, automatic account deactivation
Student test scores on HSE tests	Instructor management of students, reporting for instructors

Vendor	URL	Description
Amazon (AWS)	https://aws.amazon.com/	Server infrastructure
Keap (Infusionsoft)	https://keap.com/infusionsoft	CRM and bulk e-mail communications
Google	https://www.google.com/	Transactional E-Mail (in/out) and analytics
Adobe (Typekit)	https://fonts.adobe.com/	Font delivery
New Relic	https://newrelic.com/	Performance monitoring and analytics
Wisifa	https://wisifa.com/	Video hosting and analytics

Detailed Description

GED/HISET Academy

TABE 11/12 Academy

The above named online learning programs from Essential Education provide learners with instructional lessons and assessments designed to help them be successful on approved assessments.

- The web-based software programs are fully aligned to the assessment targets of the GED Test or TABE 11/12 Test in addition to the CCRS Standards.
- The programs provide initial assessments which create learning plans individualized to each student.
- GED Academy provides content from a 6th grade level on and TABE 11/12 Academy provides content down to a 2nd grade (Level E) level.
- The Learning Management System provides teachers with clear diagnostics to help inform instruction. These diagnostics include Study Time, Skill Mastery, and Student Overview reports as well as several exportable reports detailing student work in the system.
- Each program uses student work to refine their learning plans via an adaptive algorithm over time. This allows students to progress as quickly as they are learning without having to work through lessons on content they already know.
- The programs are purchased on a yearly license and the seats are "re-usable" (meaning they can be re-assigned once a student leaves the program).
- The administration features for adding students, teachers, classes and customizing school and student accounts are easily applied in a variety of settings.

~~Contract or purchase made by the employee~~
District employee may influence or attempt to influence the District regarding any contract or purchase in which the employee has a financial or business interest.

SALES CALLS

To protect District students and staff against disruption of the educational process and/or interruption of the work day, sales representatives shall not be permitted in District schools for the purpose of making sales calls unless authorized to do so by the superintendent, executive director of finance or purchasing and materials manager, or their designees.

The superintendent, executive director of finance or purchasing and materials manager may, when they determine it to be in the best interest of the District, bar any vendor, organization or person from any or all District facilities for soliciting purchases from or services to students, their parents/guardians, or District employees.

VIOLATIONS

Employees who violate any provision of this policy shall be subject to discipline up to and including termination of employment. Any vendor engaging in conduct that is inconsistent with this policy may be disqualified indefinitely from doing business with the District.

Adopted by Board: May 1972
Revised by Board: May 1982

Exhibit B

Price Guide 2022

PROGRAMS

Adult Basic Education Courses (online or offline)

	10-49 (reusable seats)	50-124 (reusable seats)	125-299 (reusable seats)	300-499 (reusable seats)	500+ (reusable seats)
TABE 11/12 Academy	\$60.00	\$49.00	\$40.00	\$33.00	\$28.00
CASAS GOALS Academy	\$60.00	\$49.00	\$40.00	\$33.00	\$28.00

High School Equivalency Courses (online or offline)

	10-49 (reusable seats)	50-124 (reusable seats)	125-299 (reusable seats)	300-499 (reusable seats)	500+ (reusable seats)
GED Academy™*	\$75.00	\$62.00	\$42.00	\$42.00	\$33.00
HiSET Academy®*	\$75.00	\$62.00	\$42.00	\$42.00	\$33.00

*Add-on Option

Essay Scoring: \$6 per reusable seat; any quantity. Must purchase for all seats.

Workforce Readiness Courses

	10-49 (reusable seats)	50-124 (reusable seats)	125-299 (reusable seats)	300-499 (reusable seats)	500+ (reusable seats)
Computer Essentials	\$42.00	\$34.50	\$27.50	\$22.00	\$17.50
Work Essentials	\$30.00	\$24.00	\$20.00	\$17.00	\$15.00
Money Essentials	\$21.00	\$19.00	\$17.50	\$16.00	\$14.50
College Essentials	\$55.00	\$45.00	\$37.00	\$30.00	\$26.00
	10-499 (seats)		500-1999 (seats)		2000+ (seats)
Dream Catcher	\$15.00		\$12.00		\$10.00

Professional Development Courses (for educators)

	Any quantity (school seats)	Per Course (teacher)
Professional Development Series	\$15 per seat; minimum of 3 seats required.	\$29; \$59 all three courses.
Identifying & Remediating Reading Skills Difficulties		
Motivating the Adult Learner		
Blended Learning in Adult Education		

Price Guide 2022 (cont.)

BUNDLES

Academic Bundle (online or offline)

	10-49 (reusable seats)	50-124 (reusable seats)	125-299 (reusable seats)	300-499 (reusable seats)	500+ (reusable seats)
ABE Courses TABE 11/12 Academy CASAS GOALS Academy	\$75.00	\$62.00	\$51.00	\$42.00	\$33.00
HSE Courses GED Academy™ HiSET Academy®					

Workforce Readiness Bundle

	10-49 (reusable seats)	50-124 (reusable seats)	125-299 (reusable seats)	300-499 (reusable seats)	500+ (reusable seats)
Workforce Readiness Courses Computer Essentials Work Essentials Money Essentials	\$70.00	\$57.50	\$48.00	\$42.00	\$37.50

Academic + Workforce & College Readiness Bundle

	10-49 (reusable seats)	50-124 (reusable seats)	125-299 (reusable seats)	300-499 (reusable seats)	500+ (reusable seats)
ABE Courses TABE 11/12 Academy CASAS GOALS Academy	\$127.00	\$104.00	\$87.00	\$73.50	\$62.00
HSE Courses GED Academy™ HiSET Academy®					
Workforce Readiness Courses Computer Essentials Work Essentials Money Essentials					
College & Career Readiness Course College Essentials					

PRACTICE TESTS

High School Equivalency

	25+ (vouchers)	1000+ (vouchers)	2500+ (vouchers)	5000+ (vouchers)	20,000+ (vouchers)
GED® Ready	\$4.25	\$4.10	\$3.75	\$3.50	\$3.25
HiSET Academy® Official Practice Test	\$2 per test voucher; minimum of 10 vouchers required.				

Price Guide 2022 (cont.)

PRINT RESOURCES

Essential Materials

	1-9 (workbooks)	10-49 (workbooks)	50-124 (workbooks)	125-299 (workbooks)	300-499 (workbooks)	500+ (workbooks)
Essential Reading Skills*	\$22.95	\$20.00	\$18.75	\$17.25	\$15.50	\$13.50
Essential Math Skills*	\$22.95	\$20.00	\$18.75	\$17.25	\$15.50	\$13.50
Essential Writing & Language Skills*	\$22.95	\$20.00	\$18.75	\$17.25	\$15.50	\$13.50
SMART Skills	\$14.95 per book; any quantity.					

**Add-on Option*

Receive \$1 off each Essential Skills workbooks with the purchase of GED or HiSET Academies.

Adult Basic Education Materials

	10-pack (workbooks)
ABE Essentials + Virtual Tutor (21 titles, pp. 4-5)	\$59.50 per 10-pack of each title; any quantity.
ABE Essentials Offline For Corrections Only (21 titles, pp. 4-5)	\$52.00 per 10-pack of each title; any quantity.

FIVE WAYS TO ORDER

Call:	1 (800) 931-8069
Fax:	1 (541) 230-1171
Mail to main office:	c/o Essential Education
Email:	info@essentialed.com
Go online:	www.essentialed.com/educators

Essential Education's Reusable Seat Model:

We sell many of our course seats as reusable. This means that during the course of your license, you can reuse the seats as many times as you would like. Once a student is done studying or drops out for any reason, simply deactivate their account in the Learning Management System (LMS) and add another student to replace them.

Save With Our Bundle Options



Designed to support educators with time-saving instructional resources for Adult Basic Education, High School Equivalency, and Workforce Readiness. Get more out of each classroom seat, meet students where they are in their learning experience, and help them succeed with one of our bundle options below:

Academic Bundle

Starting at grade level 2, our Academic bundle is perfect for programs that have both lower and upper level students seeking their HSE credential.

Access to:

TABE 11/12 Academy
CASAS GOALS Academy
GED Academy™
HiSET Academy®

Reusable Seats	Price
10-49	\$75.00
50-124	\$62.00
125-299	\$51.00
300-499	\$42.00
500+	\$33.00

Workforce Readiness Bundle

From digital literacy to workplace soft skills and responsible money management, our Workforce Readiness bundle is your answer for changing lives.

Access to:

Computer Essentials
Work Essentials
Money Essentials

Reusable Seats	Price
10-49	\$70.00
50-124	\$57.00
125-299	\$48.00
300-499	\$42.00
500+	\$37.50

Academic + Workforce Readiness Bundle

Blending academic content with the skills students need to be successful in the workplace and college, this bundle is your complete solution.

Access to:

TABE 11/12 Academy
CASAS GOALS Academy
GED Academy™
HiSET Academy®
Computer Essentials
Work Essentials
Money Essentials
College Essentials (Bonus!)

Reusable Seats	Price
10-49	\$127.00
50-124	\$104.00
125-299	\$87.00
300-499	\$73.50
500+	\$62.00

Reuse seats as many times as needed! Once a student is done studying, simply deactivate their account and add another student to replace them.

Contact Us to Order

Call: (800) 931-8069
Fax: (541) 230-1171
Email: info@essentialed.com
Online: essentialed.com/educators

Exhibit C



Poudre School District

DJG/DJGA - VENDOR RELATIONS, SALES CALLS AND DEMONSTRATIONS

VENDOR QUALIFICATIONS

No favoritism shall be extended to any vendor. The Purchasing and Materials Management Department, in cooperation with other interested District departments, sites and employees, may establish required vendor qualifications for certain District purchases, and may prequalify vendors, as they determine necessary or appropriate.

CONFLICT OF INTEREST

District employees have a fiduciary duty to act in the best interests of the District regarding all work they perform in connection with any District contract or purchase. No vendor shall offer, and no District employee shall accept, any gift, service, honorarium, stipend or fee that may objectively be viewed as having the purpose or effect of improperly influencing the employee to purchase goods and/or services from the vendor. No District employee may have a financial or business interest in any District contract or purchase made by the employee in his or her official capacity, and no

Revised by Board: April 1988
Revised by Board to conform with practice: May 22, 1995
Revised by Board: April 8, 1996
Revised by Board: June 10, 1996
Revised by Superintendent: May 14, 2007
Revised by Superintendent: March 8, 2017
Revised by Board: February 12, 2019

LEGAL REF:

C.R.S. 24-18-101, et seq.

CROSS REFS:

DJ, Purchasing
DJA, Purchasing Authority
DJB, Purchasing Procedures
FE, Construction Projects and Contracting Procedures
FEAA, Construction Project Prequalification
GBEA, Staff Ethics/Conflict of Interest
GBEBC, Gifts to and Solicitations by Staff