

**THIRD AMENDMENT TO SOFTWARE SERVICES AGREEMENT  
BETWEEN ESSENTIAL EDUCATION, INC.  
AND POUUDRE SCHOOL DISTRICT R-1**

This Third Amendment (“Amendment”) dated the 3<sup>rd</sup> day of February 2025, is attached to and forms part of the Software Services Agreement between Poudre School District R-1 (the “District”) and Essential Education, Inc. (the “Contractor”), executed June 27, 2022, the First Amendment to the contract executed September 12, 2023 and the Second Amendment to the contract executed April 26, 2024, each of which are attached and made part of this Third Amendment. To the extent that any of the terms or conditions contained in this Third Amendment may contradict with any of the terms or conditions of the attached Essential Education, Inc. Agreement, the First Amendment or the Second Amendment (“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 Contract by adding the following language:

1. **Purpose of Amendment.** This amendment shall constitute the 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, 2025, as outlined in section 2.1 of the Agreement, the District and Contractor elect to extend the term of the Agreement beginning on August 21, 2025 through August 20, 2026.
  
3. **Amended Responsibilities.**
  - 3.1. Exhibit A is deleted hereby in its entirety.
  - 3.2. Replace Exhibit A with Contractor’s Essential Education Security (2024), hereby attached to this Third 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 Essential Education Price Guide 2025, hereby attached to this Third Amendment and made part of this Agreement
  - 3.5. Exhibit D is deleted hereby in its entirety.
  - 3.6. Replace Exhibit D with Contractor’s Essential Education Accessibility Conformance Report, hereby attached to this Third Amendment and made part of this Agreement
  - 3.7. Section 12, Insurance, is deleted hereby in its entirety.
  - 3.8. Add Exhibit E with Poudre School District’s Insurance Coverage Requirements, hereby attached to this Third Amendment and made part of this Agreement
  
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, the First Amendment, Second Amendment and this Third Amendment constitute 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.

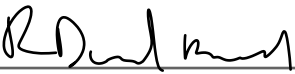
IN WITNESS WHEREOF, the District and the Contractor have signed this Amendment as of the Effective Date.

ESSENTIAL EDUCATION, INC.

POUDRE SCHOOL DISTRICT R-1

By: Brandi Johnson

Brandi Whitaker-Johnson  
Sales Operations Manager

By:   
Dave Montoya (Mar 9, 2025 12:12 MDT)

R. David Montoya  
Chief Finance Officer/  
Chief Operations Officer

By: Julie Chaplain

Julie Chaplain, PhD  
Assistant Superintendent

# Exhibit A



Clear Form

## STUDENT DATA INFORMATION REQUEST FOR SOFTWARE SERVICES

Colorado’s Student Data Transparency and Security Act [C.R.S. Section 22-16-101 et seq.] requires Poudre School District (PSD) to set forth certain contractual requirements before agreeing to the use of products that share student data. Due to the specificity of this language, PSD has opted to use its own contract to ensure compliance and alignment with the law and U.S. Department of Education recommendations regarding National Institutes of Standards and Technology Guidelines for Media Sanitization.

The law defines Student Identifiable Data as all items which are collected, maintained, generated, or inferred through use of the service, which includes metadata. This means any data element in the software’s data table that can be connected to a student must be transparently identified along with how the data will be used. Because this may be different from what the company has reported under the Family Educational Rights and Privacy Act (FERPA), the District recommends pulling the data table to include all data elements.

Please provide the following information to facilitate the contracting process:

- Detailed, formal description of product and scope of work to be completed.
  - Descriptions should not include wording such as “most used” or “used by X number of schools.”
  - Service descriptions should be detailed and free of sales language so it’s clear what’s being purchased.

HiSET Academy is an online, mobile-friendly course that teaches students exactly what they need to know to pass their HiSET Exam. Using built-in practice tests, the adaptive learning system creates a personalized learning plan for each student, bypassing skills they have already mastered. With over 3,500 interactive activities and lessons, this course will fully prepare students in each HiSET Exam subject area: Math, Language Arts, Social Studies, and Science. Along the way, educators can track progress, customize learning plans, and determine exactly when students are ready to take their HiSET Exam.

- What student data is collected through use of the system?
  - List all student data that’s collected, maintained, generated, or inferred through use of the service; this includes information created or collected by the company.

Please see attached: Essential Education Security\_2024

<i>Student</i>	<i>Teacher</i>	<i>Admin</i>	<i>Meta Data</i>
First Name	First Name	First Name	Date/Time
Last Name	Last Name	Last Name	IP Address
Username or Email	Username or Email	Username or Email	Browser
Password	Password	Password	Operating System
See attached Security doc	See attached Security doc	See attached Security doc	See attached Security doc

3. What is the purpose of collecting student data?

For Student users, Essential Education requires only a first name, last name, a username or email address, and a password. The username and password do not need to correspond to credentials in the customer's system (they can be unique to the Essential Education system). During use of the application, student users are prompted to provide an email address, but this feature can be disabled on request. A student's associated primary teacher may also be required, but this feature can be disabled on request. (attachment)

4. What third parties does the company partner with who may receive student data in any format?

- *This includes storage and vendors receiving encrypted data.*

Essential Education relies on a number of third parties to store or process customer data. Please see attached: Essential Education Security\_2024.

5. What is the purpose of the third-party partners?

Essential Education relies on a number of third parties to store or process customer data. Please see attached: Essential Education Security\_2024.

6. Please provide:

- Current quote (if available)

n/a

- Tiered pricing for future purchases

Please see attached: 2025 Price Guide

- Name and email for contract notices

Brandi Johnson: brandi@essentialed.com

- Name and title of person who will sign the contract

Brandi Johnson, Sales Operations Manager

- Does the system allow integration for rostering?

Yes  No

If the above answer is yes, how is it completed?

Clever rostering is supported using the "Saved Passwords" method. This type of integration is managed entirely on Clever's end. Essential Education supports LTI rostering for Canvas, Moodle and Blackboard. Essential Education also offers Single Sign-On Integration using SAML 2 and integration using API. Essential Education doesn't currently support SFTP rostering.

The following pages contain an example that will serve as a guide for the company's IT team; these items are known as data tables or data dictionaries.

PSD must have specific information from the company in a separate document, which will become an exhibit to the contract. Links to online privacy policies will not be accepted; these policies must be transparently identified in a static document.



# Essential Education Security [2024]

This document outlines the scope of customer data stored within the Essential Education system and details the security measures in place to protect that data. It provides customers with the necessary information to evaluate Essential Education from a security standpoint. Additionally, Essential Education is open to implementing security controls beyond those mentioned here if needed to meet specific customer policies. For any additional security requirements, please reach out to your sales representative for further discussion.

## Index

Scope and Exposure	Technical Documentation	Business Documentation
<u>Customer data accessible to Essential Education</u> <u>Third party data processors</u>	<u>High-Availability Design</u> <u>Security Design</u> <u>Logging and Auditing Data</u> <u>Vulnerability Monitoring &amp; Mitigation</u> <u>Domains</u> <u>Backups</u> <u>Single-Sign On</u> <u>Roles &amp; Permissions</u> <u>Multi-Factor Authentication</u> <u>Account Deactivation / Expiration</u> <u>Password Handling</u>	<u>Disaster Recovery Plan</u> <u>Change Control</u> <u>Firewall Policies</u>

# A. Scope & Exposure

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## A.1. Customer data accessible to Essential Education

Essential Education is a stand-alone web-based educational tool that does not require access to any customer systems or databases. No software needs to be downloaded, installed, or run by users outside of a standard web browser. The Essential Education system contains extremely limited personal data about users.

For student users, Essential Education requires only a first name, last name, a username or email address, and a password. The username and password do not need to correspond to credentials in the customer's system (they can be unique to the Essential Education system). During use of the application, student users are prompted to provide an email address, but this feature can be disabled on request. A student's associated primary teacher may also be required, but this feature can be disabled on request.

For educator users, Essential Education requires only a first name, last name, email address, and a password. The username and password do not need to correspond to credentials in the customer's system (they can be unique to the Essential Education system).

Educator users may optionally enter a limited amount of additional personal data about students, including:

- Phone number
- Test scores
- Users' associated classes
- Parent/Guardian email
- Birthdate

Educator users also provide the following required meta information about user accounts to configure use of the Essential Education system:

- The Essential Education District the user is associated with.
- The Essential Education School the user is associated with.
- A list of Essential Education products, courses, subjects, and content assigned to the user.
- Whether Essential Education practice test time limits should be disabled for the user.
- Whether the Essential Education account is active or inactive.

During use of the application, users may enter the following information into Essential Education:

- Answers to educational content (practice tests, quizzes, lessons, activities, etc.)
- Grading feedback for essays

- Inter-user messages and message file attachments

During use of the application, Essential Education generates and stores the following information about users:

- Scores earned by users on all EE-provided content (practice tests, quizzes, lessons, initial assessments, essays, etc.)
- Time spent by users on all EE-provided content (practice tests, quizzes, lessons, initial assessments, essays, etc.)
- Starting and completion time of all EE-provided content (practice tests, quizzes, lessons, initial assessments, essays, etc.)
- Viewing time/state of certain videos, announcements, and other content within the application
- Language used to take content for EE-provided content that is available in multiple languages
- Personalized lesson plans containing EE-provided content for users
- Personalized recommendations for learning resources and content for users
- Progress of users through EE-provided content
- Predictions of user mastery of various skills, educational standards, and standardized tests

During use of the application, Essential Education may collect standard metadata for all requests sent to Essential Education servers (date/time, IP address, browser, operating system, originating location, requested resource, referrer, load time, etc.) for auditing, support, and engineering purposes.

Essential Education stores data in Amazon Web Services, in the us-west-2 region.

## **A.2. Third party data processors**

Essential Education relies on a number of third parties to store or process customer data. The following table documents third parties with access to any Essential Education customer data. Technical Documentation

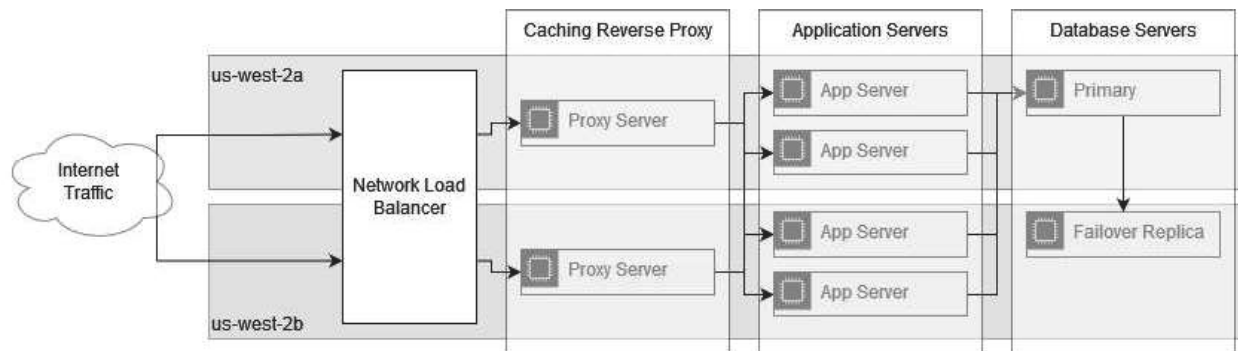
# **B. Technical Documentation**

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## **B.1. High-Availability Design**

Essential Education provides availability within a single Amazon Web Services region. Essential Education provides redundancy across two availability zones (A and B) in the us-west-2 (Oregon) region. The following diagram illustrates the design of the architecture.



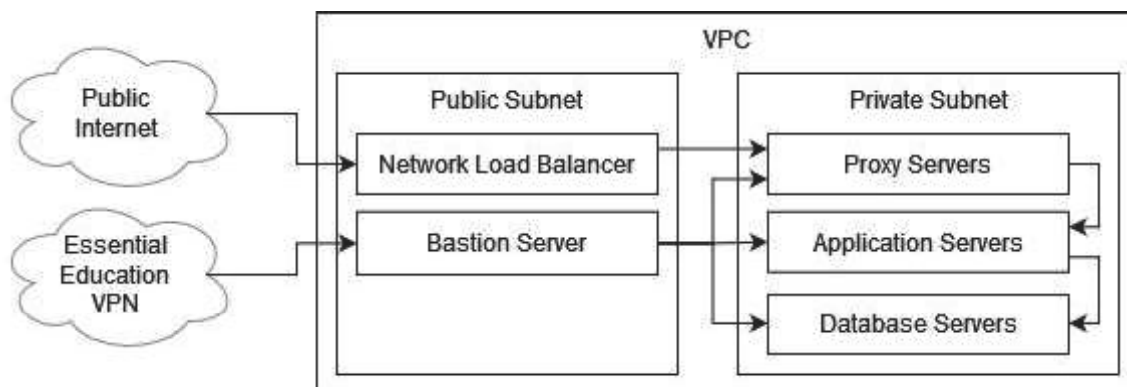


Incoming traffic can route to an AWS Network Load Balancer through either the us-west-2a or us-west-2b availability zones. Each region has an independent IP address. The Network Load Balancer routes traffic to one of multiple redundant caching reverse proxy servers. The caching reverse proxy servers route requests to application servers spread across both the us-west-2a and us-west-2b availability zones. The primary database server runs one primary instance and one replica instance. In the event of a failure of the primary instance, the database will automatically failover to the replica instance within a matter of minutes.

Note: this diagram is intended to represent the architectural design of the infrastructure, but is not meant to convey the specific count of servers or their distribution across specific availability zones, as these attributes may vary.

## B.2. Security Design

Essential Education uses a VPC with separate subnets for public and private services. Services in the private subnet are only accessible through a bastion server. AWS resources are protected by restrictive security groups. The following diagram represents this configuration.



Access to the bastion server is restricted by IP to the Essential Education VPN by AWS security groups. Essential Education requires the use of SSH keypair authentication for all users accessing the Bastion server. Essential Education requires 2FA for access to the VPN.

Encryption (HTTPS) is available for connections between the public internet and the network load balancer.

Most traffic between Essential Education servers is not encrypted in transit.

Data stored in the MySQL databases is encrypted at rest using AWS RDS encryption. Most server volumes and secondary storages (cache database, queues, server volumes) are not encrypted at rest.

### B.3. Logging and Auditing Data

The following table shows data logged by Essential Education.

Data	Typical Retention	Reviewable in App
User logins and failures	Indefinitely	No
User account creation	6 months	No
User account edits	6 months	No
User account status changes	Indefinitely	Yes
Course data reset operations	Indefinitely	Yes
Essay grading operations	Indefinitely	No
HTTP access logs	7 days	No

Essential Education can assist with review of log data for pieces of data not reviewable in the application.

### B.4. Vulnerability Monitoring & Mitigation

Essential Education uses the [Tenable](#) Vulnerability Management tool to scan for and track vulnerabilities in its production infrastructure. A vulnerability scan is run at least weekly. Tenable assigns a Vulnerability Priority Rating (VPR) to each vulnerability to assess its potential impact. Essential Education uses the VPR as a starting point for determining its response to each issue, but after evaluation of the issue may determine the vulnerability is a higher or lower priority than the initial VPR indicates based on factors specific to the Essential Education infrastructure.

Priority	Response
<b>Critical (VPR 9.0+)</b>	Essential Education will evaluate the vulnerability within 72 hours of the scan running. If necessary, a patch will be applied after evaluation as soon as it is available. If the vulnerability

	does not pose an immediate risk to data, the patch will be applied as soon as possible without disrupting operation of the platform.
<b>High (VPR 7.0+)</b>	Essential Education will evaluate the vulnerability within a week of identification. If the vulnerability does not pose an immediate risk to data, Essential Education targets application of the patch within 14 days.
<b>Medium (VPR 4.0+)</b>	Essential Education will evaluate the vulnerability within 14 days of identification. Whether and when to address each Medium priority issue will be determined on a case-by-case basis.
<b>Low</b>	Essential Education will evaluate the vulnerability within a month of identification. Whether and when to address each Low priority issue will be determined on a case-by-case basis.

Essential Education uses the Tenable Web App Scanning tool to scan its application for known and unknown vulnerabilities at least monthly. Vulnerabilities found by this tool are addressed according to the same process described above.

## B.5 Domains

The Essential Education application uses the following domain names. Domains are divided into the following classes:

- A. Required for core functionality of one or more products (see notes for details).
- B. Can be blocked (but not disabled within Essential Education), but allowing these domains is recommended for complete functionality. Blocking these domains may degrade the functionality or performance of the application.
- C. Can be disabled, but doing so may degrade the functionality or performance of the application. Note that blocking these domains without also disabling them in the Essential Education application may cause functionality to break.
- D. Can be disabled in Essential Education and/or blocked without significant impact to the functionality of the application. Disabling these in Essential Education is recommended if they are blocked.

Class	Domain	Notes
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<b>A</b>	app.essentialed.com	The main Essential Education application. This domain is required for all products.
<b>B</b>	www.essentialed.com	Essential Education help center, website, and default login page.  Blocking this domain will block the help center and default login page, however an alternative login page is also available on the app.essentialed.com domain.
<b>B</b>	essentialed.com	Redirects to www.essentialed.com.
<b>B</b>	passged.com	First-party domain used to host some assets used throughout the application.  Can be blocked without significant impact to the application.
<b>A</b>	dreamcatcher.essentialed.com	Required for the Dream Catcher product, but not used otherwise.
<b>A</b>	d2pfk5on3dtp5q.cloudfront.net	Required CDN for the Dream Catcher product, but not used otherwise.
<b>C</b>	d2lpurk2qe2oc.cloudfront.net	Primary application CDN.  Can be disabled via a configuration option in Essential Education. Performance may be reduced when disabled.
<b>D</b>	use.typekit.net	Font CDN.  Can be disabled via a configuration option in Essential Education. The application will render with fall-back fonts when disabled or blocked.
<b>C</b>	wistia.com	Video CDN.  Can be disabled via a configuration option in Essential Education. The application will render with a fall-back video

		<p>player when disabled. Video playback performance may be reduced when disabled.</p>
<b>C</b>	credly.com	<p>Third-party provider of functionality that allows students to earn and share digital badges.</p> <p>Can be disabled via a configuration option in Essential Education. The badge feature will not be fully functional when disabled.</p>
<b>D</b>	js-na1.hs-scripts.com	<p>Used for analytics around educator training resources and to process training webinar sign-ups.</p> <p>Can be disabled via a configuration option in Essential Education. Educators may be unable to sign up for webinars when disabled or blocked.</p>
<b>D</b>	google-analytics.com	<p>Used for analytics on a limited number of pages.</p> <p>Can be disabled via a configuration option in Essential Education. Can be blocked or disabled without significant impact to the application.</p>
<b>D</b>	js-agent.newrelic.com	<p>Used for technical analytics to monitor the performance and stability of the application.</p> <p>Can be disabled via a configuration option in Essential Education. Can be blocked or disabled without significant impact to the application.</p>
<b>D</b>	bam.nr-data.net	<p>Same notes as js-agent.newrelic.com.</p>

## B.6 Data Backup

Daily backups of the database are created via the Amazon Web Services snapshot feature and retained for approximately 1 month. Additionally, a monthly backup is retained for at least 1 year. Backups can be restored using the Amazon Web Services snapshot feature for disaster-recovery or data review purposes. Essential Education does not provide selective restoration from backup of customer-deleted data. Essential Education

does not provide selective removal of customer information from backups.

## B.7 Single Sign On

Essential Education provides its own user management and authentication system, but also supports single sign-on integration using SAML version 2 or LTI. Active Directory integration is not supported at this time.

## B.8 Roles and Permissions

Essential Education provides a number of account types (district admin, school admin, teacher, student) that provide different levels of access to the system. Essential Education can also customize the capabilities of these roles for individual customers to an extent.

Role	Intended Purpose / Access
<b>District Admin</b>	For customers with multiple locations / facilities, the district admin has access to all data in all of the customer's locations.
<b>School Admin</b>	School admins have access to all data within a single location / facility, including the ability to manage teachers.
<b>Teacher</b>	Teachers have access to most data within a single location / facility, but not the ability to manage other teachers.
<b>Student</b>	Students only have access to their own data.

## B.9 Multi-Factor Authentication

MFA is not yet supported for customer use, however Essential Education staff are required to authenticate with MFA on a VPN to access the administrative control features of the application.

## B.10 Account Deactivation / Expiration

A system for automatically deactivating inactive student accounts is available and enabled by default, although at this time the feature does not apply to staff accounts.

The application is not designed to automatically log off, lock, or terminate sessions for inactivity, however sessions do expire after approximately 7 days of inactivity. Study time will stop being recorded after 8 minutes of inactivity.

## B.11 Password Handling

For educator accounts, the password must be at least 10 characters long and include characters from at least two of: uppercase, lowercase, numbers, or symbols.

For student accounts, the password must be at least 6 characters long, but does not include additional complexity constraints.

Passwords do not expire.

Passwords are hashed using **bcrypt** for storage.

## C. Business Documentation

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### C.1. Disaster Recovery Plan

Essential Education provides redundancy across two availability zones (A and B) in the us-west-2 (Oregon) region. The following table summarizes the Disaster recovery targets and procedures for various failure scenarios. At this time Essential Education does not have detailed documentation or perform testing on these plans.

Failure	Target Recovery	Summary of Process
Failure of services within a single AZ	Within 4 hours	Affected services are moved to a different AZ
Failure of services within an entire region	Within 48 hours	Application hosting is moved to us-east-1
Failure of CloudFront	Within 4 hours	CloudFront is disabled at the application level and assets previously served by CloudFront are served directly by the application servers.
Failure of EFS	Within 12 hours	Static content served by EFS will be reconfigured to be served by the application server.

		Message attachments and content editing will be disabled until EFS is restored by AWS.
Failure of S3	Within 8 hours	Assets served by S3 will be reconfigured to be served by the application server.

Essential Education has hosted infrastructure on Amazon Web Services since 2015 and has never needed to perform disaster recovery.

### Issue Escalation Path

Clients can escalate an issue to Essential Education via phone or email:

- Phone: (800) 931-8069 x 4
- Email: support@essentialed.com

### Communication Plan

Essential Education will communicate disaster recovery information via either the essentialed.com website or announcements within the Essential Education application LMS.

### C.3. Change Control

Essential Education operates a standard Agile development process with weekly sprints. Essential Education uses various software tools, including JIRA and Git, to track change requests and changes to the application.

Changes go through the following process:

1. Initial requirements for the change are defined by the primary stakeholder.
2. The initial requirements are evaluated and refined by interested parties, including various business units of Essential Education, the software development team, and customers.
3. The change is prioritized by the product planning and software development teams.
4. The change is implemented by the development team.



5. The change is reviewed by the development team.
6. The change is tested for correct behavior by the QA team.
7. The change is tested for correct behavior by the stakeholder and other interested parties.
8. The change is tested for regressions by the QA team.
9. The change is deployed as part of a release.

## **C.4. Firewall Policies**

Essential Education allows public access to its network load balancer and web applications over ports 80 and 443, with certain restrictions:

- Certain administrative functions within the application are restricted by the application software to the Essential Education VPN. Changes to these restrictions must be approved by the VP of Software Development.
- Certain geographic regions of the world are restricted. Changes to these restrictions may be implemented at the request of the Customer Service team.

Essential Education allows access to its bastion server only from the Essential Education VPN. Changes to these restrictions must be approved by the VP of Software Development.

# Exhibit B

# Price Guide 2025

## 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 13/14 Academy™	\$75.00	\$56.00	\$45.00	\$37.00	\$32.00
CASAS GOALS Academy™	\$75.00	\$56.00	\$45.00	\$37.00	\$32.00

### 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®* (English or Spanish)	\$84.00	\$72.00	\$58.00	\$48.00	\$37.00
HiSET Academy®* (English or Spanish)	\$84.00	\$72.00	\$58.00	\$48.00	\$37.00
GED Practice Plus (English or Spanish)	\$70.00	\$60.00	\$50.00	\$40.00	\$30.00
HiSET Practice Plus (English or Spanish)	\$70.00	\$60.00	\$50.00	\$40.00	\$30.00

*\*Add-on Options*

Essay Scoring: \$10 per reusable seat; any quantity. Must purchase for all seats.

MindPlay Reading Studio Ultra: \$25 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	\$40.00	\$32.00	\$26.00	\$21.00	\$19.00
Work Essentials™	\$34.00	\$28.00	\$23.00	\$20.00	\$18.00	\$16.00
Money Essentials™	\$26.00	\$23.00	\$20.00	\$18.00	\$17.00	\$15.00
Dream Catcher	\$25.00	\$25.00	\$25.00	\$25.00	\$20.00	\$15.00

### College 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)
College Essentials™	\$62.00	\$51.00	\$42.00	\$34.00	\$30.00	\$25.00

### Professional Development Series (for educators)

	Teacher	School
Identifying & Remediating Reading Skill Difficulties	\$29 per course; \$59 for all three courses.	\$15 per seat; minimum of 3 seats required.
Motivating the Adult Learner		
Blended Learning in Adult Education		

# Price Guide 2025 (cont.)

## BUNDLES

### Academic Bundle (online or offline)

	10-49 (reusable seats)	50-124 (reusable seats)	125-299 (reusable seats)	300-499 (reusable seats)	500-999 (reusable seats)	1000+ (reusable seats)
ABE Courses TABE 13/14 Academy CASAS GOALS Academy	\$87.00	\$73.00	\$61.00	\$50.00	\$45.00	\$41.00
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)	500-999 (reusable seats)	1000+ (reusable seats)
Workforce Readiness Courses Computer Essentials Work Essentials Money Essentials	\$79.00	\$65.00	\$55.00	\$48.00	\$45.00	\$43.00

### Academic + Workforce & College Readiness Bundle

	10-49 (reusable seats)	50-124 (reusable seats)	125-299 (reusable seats)	300-499 (reusable seats)	500-999 (reusable seats)	1000+ (reusable seats)
ABE Courses TABE 13/14 Academy CASAS GOALS Academy	\$142.00	\$118.00	\$98.00	\$83.00	\$75.00	\$70.00
HSE Courses GED Academy HiSET Academy						
Workforce Readiness Courses Computer Essentials Work Essentials Money Essentials						
College Readiness Course College Essentials						

### Academic & Reentry Offline Bundle

	10-49 (reusable seats)	50-124 (reusable seats)	125-299 (reusable seats)	300-499 (reusable seats)	500-999 (reusable seats)	1000+ (reusable seats)
	\$147.00	\$120.00	\$100.00	\$85.00	\$81.00	\$72.00

# Price Guide 2025 (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® Official Practice Test	Half Length Test - \$2.50 Full Length Test - \$5.00 Minimum of 10 vouchers required, 1 single test per code				

## PRINT RESOURCES

### Adult Basic Education Materials

	1-9 (workbooks)	10+ (workbooks)
ABE Essentials + Virtual Tutor Math Essentials for TABE Level E, M, D, or A Reading Essentials for TABE Level E, M, D, or A Language Essentials for TABE Level E, M, D, or A Math Essentials for CASAS MATH GOALS Level A, B, C, or D Reading Essentials for CASAS READING GOALS Level A, B, C, or D	\$24.95	\$19.99
ABE Essentials Offline Math Essentials for TABE Level E, M, D, or A Reading Essentials for TABE Level E, M, D, or A Language Essentials for TABE Level E, M, D, or A Math Essentials for CASAS MATH GOALS Level A, B, C, or D Reading Essentials for CASAS READING GOALS Level A, B, C, or D		

### Essential Materials

	1-9 (workbooks)	10-49 (workbooks)	50-124 (workbooks)	125-299 (workbooks)	300-499 (workbooks)	500+ (workbooks)
Essential Reading Skills*	\$31.00	\$29.00	\$27.00	\$25.00	\$23.00	\$20.00
Essential Math Skills*	\$31.00	\$29.00	\$27.00	\$25.00	\$23.00	\$20.00
Essential Writing & Language Skills*	\$31.00	\$29.00	\$27.00	\$25.00	\$23.00	\$20.00

*\*Add-on Option*

Receive \$1 off each Essential Skills workbook 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

# 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](http://www.essentialied.com).

**Contact Information:** Emma Boersma, [emma@essentialied.com](mailto: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"> <li>Decorative unit image on HomeRoom page not removed is a known issue.</li> <li>Accessible names of ARIA progress bars missing</li> </ul>
<u>1.2.1 Audio-only and Video-only (Prerecorded)</u> (Level A)	Supports	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.
<u>1.2.2 Captions (Prerecorded)</u> (Level A)	Supports	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.
<u>1.2.3 Audio Description or Media Alternative (Prerecorded)</u> (Level A)	Supports	Website pages are navigable, with errors under investigation: <ul style="list-style-type: none"> <li>Aria roles that must contain children or parents.</li> </ul>
<u>1.3.1 Info and Relationships</u> (Level A)	Supports	
<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	Software does not rely solely on color coding for conveying information, indicating an action,

		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.
<b>1.4.2 Audio Control</b> (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.
<b>2.1.1 Keyboard</b> (Level A)	Supports	<ul style="list-style-type: none"> <li>● Tab - moves selection box around screen to all options available.</li> <li>● Enter - executes selection.</li> <li>● Arrows – move selection box within contained subset when list of options are provided for one choice of action.</li> </ul>
<b>2.1.2 No Keyboard Trap</b> (Level A)	Supports	Note that Computer Essentials and newer content will allow screen reader shortcuts.
<b>2.1.4 Character Key Shortcuts</b> (Level A 2.1 only)	Not Applicable	
<b>2.2.1 Timing Adjustable</b> (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.
<b>2.2.2 Pause, Stop, Hide</b> (Level A)	Supports	Product (software) can be paused, stopped, or hidden.
<b>2.3.1 Three Flashes or Below Threshold</b> (Level A)	Supports	Product (software) does not use flashing or blinking text.
<b>2.4.1 Bypass Blocks</b> (Level A)	Supports	Bypass implemented in both lessons and webpage menus for students.
<b>2.4.2 Page Titled</b> (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.

<b>1.3.4 Orientation</b> (Level AA 2.1 only)	Partially Supports	HomeRoom and Practice Tests are supported for multiple orientation. Lessons are presented in landscape mode currently.
<b>1.3.5 Identify Input Purpose</b> (Level AA 2.1 only)	Doesn't Support	
<b>1.4.3 Contrast (Minimum)</b> (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.
<b>1.4.4 Resize text</b> (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.
<b>1.4.5 Images of Text</b> (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.
<b>1.4.10 Reflow</b> (Level AA 2.1 only)	Partially Supports	This is supported for HomeRoom and Practice Tests but not for lessons at this time.
<b>1.4.11 Non-text Contrast</b> (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.
<b>1.4.12 Text Spacing</b> (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.
<b>1.4.13 Content on Hover or Focus</b> (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.
<b>2.4.5 Multiple Ways</b> (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.
<b><u>2.4.6 Headings and Labels</u></b> (Level AA)	Supports	
<b><u>2.4.7 Focus Visible</u></b> (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.
<b><u>3.1.2 Language of Parts</u></b> (Level AA)	Doesn't Support	Menu choices allow students to toggle between Spanish and English for practice tests, HomeRoom webpage, and lessons.
<b><u>3.2.3 Consistent Navigation</u></b> (Level AA)	Supports	Product (software) ensures that controls, status indicators, or other programmatic elements use consistent action throughout the program when executed.
<b><u>3.2.4 Consistent Identification</u></b> (Level AA)	Supports	Product (software) ensures that controls, status indicators, or other programmatic elements use consistent action throughout the program when executed.
<b><u>3.3.3 Error Suggestion</u></b> (Level AA)	Not Applicable	
<b><u>3.3.4 Error Prevention (Legal, Financial, Data)</u></b> (Level AA)	Supports	
<b><u>4.1.3 Status Messages</u></b> (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
<b><u>1.2.6 Sign Language (Prerecorded)</u></b> (Level AAA)	Doesn't Support	
<b><u>1.2.7 Extended Audio Description (Prerecorded)</u></b> (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.
<b>1.2.8 Media Alternative (Prerecorded)</b> (Level AAA)	Not Applicable	No live audio is included.
<b>1.2.9 Audio-only (Live)</b> (Level AAA)	Doesn't Support	
<b>1.3.6 Identify Purpose</b> (Level AAA 2.1 only)	Doesn't Support	
<b>1.4.6 Contrast (Enhanced)</b> (Level AAA)	Supports	Products do not use background audio.
<b>1.4.7 Low or No Background Audio</b> (Level AAA)	Doesn't Support	
<b>1.4.8 Visual Presentation</b> (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.
<b>1.4.9 Images of Text (No Exception)</b> (Level AAA)	Supports	All functionality for products is accessible via keyboard, and does not require specific timings.
<b>2.1.3 Keyboard (No Exception)</b> (Level AAA)	Partially Supports	Products allow for timed elements to be disabled (practice tests).
<b>2.2.3 No Timing</b> (Level AAA)	Not Applicable	The Keyboarding lesson in Computer Essentials has essential timed elements for keyboarding.
<b>2.2.4 Interruptions</b> (Level AAA)	Doesn't Support	Sessions are set to expire after a long period of time (a week).
<b>2.2.5 Re-authenticating</b> (Level AAA)	Supports	Product (software) does not use flashing or blinking text.
<b>2.2.6 Timeouts</b> (Level AAA 2.1 only)	Supports	Note that: <ul style="list-style-type: none"> <li>• Our student interface and teacher LMS do not include animation.</li> <li>• Our lessons include essential animations to present information to students. These can be paused, and text transcripts are available.</li> </ul>
<b>2.3.2 Three Flashes</b> (Level AAA)	Supports	
<b>2.3.3 Animation from Interactions</b> (Level AAA 2.1 only)	Supports	

<p><b><u>2.4.8 Location</u></b> (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><b><u>2.4.9 Link Purpose (Link Only)</u></b> (Level AAA)</p>	<p>Supports</p>	<p>Purpose of links are identifiable by their text.</p>
<p><b><u>2.4.10 Section Headings</u></b> (Level AAA)</p>	<p>Supports</p>	<p>Product (software) provides headers or titles for all sections.</p>
<p><b><u>2.5.5 Target Size</u></b> (Level AAA 2.1 only)</p>	<p>Doesn't Support</p>	
<p><b><u>2.5.6 Concurrent Input Mechanisms</u></b> (Level AAA 2.1 only)</p>	<p>Partially Supports</p>	<p>Products support concurrent input for some mechanisms.</p>
<p><b><u>3.1.3 Unusual Words</u></b> (Level AAA)</p>	<p>Supports</p>	<p>Product (software) provides resources such as vocabulary definitions for unusual words.</p>
<p><b><u>3.1.4 Abbreviations</u></b> (Level AAA)</p>	<p>Doesn't Support</p>	
<p><b><u>3.1.5 Reading Level</u></b> (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><b><u>3.1.6 Pronunciation</u></b> (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><b><u>3.2.5 Change on Request</u></b> (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><b><u>3.3.5 Help</u></b> (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><b><u>3.3.6 Error Prevention (All)</u></b> (Level AAA)</p>	<p>Supports</p>	



# Exhibit E

**Insurance.** Provider, at its expense, shall purchase and maintain in effect at all times throughout the duration of the Agreement, all insurance requirements and limits as set forth below. Policies providing such limits of coverage via a primary policy plus an umbrella or following form excess policy will be satisfactory. All insurance shall be written by a carrier legally authorized to write such insurance in the state of Colorado provided the carrier has a current A.M. Best rating of A- VII or higher. All policies shall be primary and non-contributory with any insurance maintained by additional insureds. Insurance and/or self-insurance carried by the District is excess of the coverage extended to the District by Provider. Provider 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 Exhibit E shall not reduce the indemnification liability that Provider has assumed in section 13.

Provider shall furnish the District 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. Such certificates shall specifically state the inclusion, or the coverages and the provisions set forth herein and shall state whether the coverage is written on a "claims made" or "per occurrence" basis. For any policies written on a "claims made" basis, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Receipt, review, or acceptance by the District of any insurance policies or certificates of insurance required by this Agreement shall not be construed as a waiver or relieve the Provider from its obligation to meet the insurance requirements contained herein. Memorandums of Insurance will not be accepted. Certificates of insurance must be sent to: [COI@psdschools.org](mailto:COI@psdschools.org).

### **Commercial General Liability**

#### Minimum Limits

- Each Occurrence Bodily Injury & Property Damage \$1,000,000
- General Aggregate \$2,000,000
- Coverage must be written on an "occurrence" basis.
- 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 Provider even if those limits of liability are in excess of those required by this Agreement.

### **Technology Errors & Omissions and Network Security & Privacy**

#### Minimum Limits

- Per Loss \$1,000,000

- Aggregate \$3,000,000
- Liability extends for a period of three (3) years beginning at the time work under this Agreement is completed. Provider shall maintain continuous coverage, as required by the Agreement, for this period.

If the services include collecting, receiving and/or storing Personal Identifiable Information (PII), the insurance must also provide coverage for:

- 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.
- 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 Provider's services including denial of service, unless caused by a mechanical or electrical failure.
- 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.









# Essential Education - 2025-2026 - Third Amendment Only - Agreement - Final -Vendor Signed

Final Audit Report

2025-03-09

Created:	2025-03-07
By:	Becky Hall (rehall@psdschools.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAADD_YSjVqZ2R22Mur62MkOLDLgWEy278A

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