

**FIFTH AMENDMENT TO ASSESSMENT SERVICES AGREEMENT
BETWEEN ACT EDUCATION CORP.
AND POUDRE SCHOOL DISTRICT R-1**

This Fifth Amendment (“Amendment”) effective as of August 1, 2025 (“Effective Date”), is attached to and forms part of the Assessment Service Agreement between Poudre School District R-1 (the “District”) and ACT Education Corp. (the “Contractor”), executed September 8, 2021, the First Amendment to the Agreement executed April 22, 2022, the Second Amendment to the Agreement executed July 26, 2023, the Third Amendment to the Agreement executed November 1, 2023, and the Fourth Amendment to the Agreement executed August 28, 2024, each of which are 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, the First Amendment, the Second Amendment, the Third Amendment, or the Fourth 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 Agreement by adding the following language:

1. **Purpose of Amendment.** This amendment shall constitute the Fifth 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.** At the conclusion of the term dated July 31, 2025, as outlined in section 1.1 of the Agreement, the District and Contractor elect to extend the term of the Agreement beginning on August 1, 2025, through July 31, 2026.
3. **Amended Responsibilities.**
 - 3.1. Amend Exhibit A with Contractor's Quote dated March 31, 2025 and 2025-2026 Fee Schedule hereby attached as Exhibit A-2 to this Fifth Amendment and made part of this Agreement.
 - 3.2. Amend Exhibit D with Student Data Information Request Form attached as Exhibit D-1 to this Fifth Amendment and made part of this Agreement.
 - 3.3. Add Section 2.10 with the following language:

Accessibility. The Contractor shall comply with and the Services provided under this agreement shall be in compliance with all applicable provisions of §§24-85-101, *et seq.*, C.R.S., and the *Accessibility Standards for Individuals with a Disability*, as established by the State of Colorado’s Governor’s Office of Information Technology pursuant to Section §24-85-103 (2.5), C.R.S. The Contractor shall also comply with all State of Colorado technology standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards. The Contractor shall ensure compliance by providing a Voluntary Product Accessibility Template (VPAT) using the current template available here: <https://www.section508.gov/sell/vpat/>

3.4. Section 10.6, Insurance, is deleted hereby in its entirety.

3.5. Add Exhibit F with the District's Insurance Requirements, hereby attached to this Fifth 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 Agreement and this Fifth 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 Fourth Amendment as of the Effective Date.

ACT EDUCATION CORP.

POUDRE SCHOOL DISTRICT R-1

Signed by:
By: Blake Curwen 8/30/2025
B21CAE5161004E6

C. Blake Curwen
Senior Vice President

By: R David Montoya
R David Montoya (Sep 3, 2025 19:57:18 MDT)

R. David Montoya
Chief Finance Officer

By: Kim Tymkowych
Kim Tymkowych (Sep 3, 2025 09:18:59 MDT)

~~Susan Thomas~~ Kim Tymkowych
~~Assessment School Support Coordinator~~
Director of Professional Learning &
Educator Effectiveness

Exhibit A-2



March 31, 2025

POUDRE SCHOOL DISTRICT
2407 LAPORTE AVE
FORT COLLINS, CO 80521

RE: PRICE QUOTE

COMPANY ADDRESS: ACT EDUCATION CORP.
101 ACT DRIVE
IOWA CITY, IA 52243

START DATE: AUGUST 1, 2025
EXPIRATION DATE: JULY 31, 2026

PREPARED BY: KIM RASMUSSEN
PHONE: 785-640-2007
EMAIL: KIM.RASMUSSEN@ACT.ORG

CONTACT NAME: SUSAN THOMAS
PHONE: 970-490-3124
EMAIL: STHOMAS@PSDSCHOOLS.ORG

PRODUCT	SUBSCRIPTION (August 1, 2025 - July 31, 2026)	QUANTITY	TOTAL PRICE
ACT WorkKeys Tests for NCRC – ONLINE testing: Applied Math Graphic Literacy Workplace Documents Poudre School District Renew Site Realms Under District Realm: <ul style="list-style-type: none">Fort Collins HS, Fossil Ridge HS, Poudre Community Academy, Poudre HS, Rocky Mountain HS, Timnath Middle High School Add Site Realm Under District Realm <ul style="list-style-type: none">Centennial High School Note: Do not renew Wellington Middle High	<ul style="list-style-type: none">\$13.50 per test\$13.50 per test\$13.50 per test	550 = Comprised by any combination of three tests	\$7,425
Sub-Total			\$7,425
ACT Workkeys Curriculum: All WorkKeys Aligned Courses with Essential Skills courses Renewal sites: <ul style="list-style-type: none">Fort Collins HS, Fossil Ridge HS, Poudre Community Academy, Poudre HS, Rocky Mountain HS, Timnath Middle High School ADD new site: <ul style="list-style-type: none">Centennial High School NOTE: Drop Wellington Middle High that was part of SY24-25	<ul style="list-style-type: none">\$3,000 per site	7 sites	\$21,000
Sub-Total			\$21,000
Total			\$28,425

Thank you for your interest in our education solutions. If you have any questions, or need additional information, please do not hesitate to contact me at 785-640-2007, or by email at: kim.rasmussen@act.org.

Kim Rasmussen
ACT Senior Account Executive KS, ND, CO

This Quote is not a contract or invoice. It is provided for informational purposes only, does not constitute an offer, expires on the date set forth in the Quote, and may be reinstated after expiration only by written confirmation of ACT. Stenographic and clerical errors are subject to correction. Any order or purchase of the products or services set forth in this Quote shall be subject to execution of a written agreement between ACT and Customer. Any terms proposed by Customer in response to this Quote are rejected unless otherwise set forth in the written agreement between the parties.

Exhibit A-1
Fee Schedule
ACT WorkKeys Assessments and ACT WorkKeys Curriculum
Poudre School District R-1
2025-2026 School Year

ACT will invoice the customer the following fees as they are incurred

ACT WorkKeys Assessments and Services Options	Educational or Government Entity Unit Rate	
	9/1/2025 to 8/31/2026 Online	9/1/2025 to 8/31/2026 Paper
Applied Math*	\$13.50	\$14.50
Graphic Literacy*	\$13.50	\$14.50
Workplace Documents*	\$13.50	\$14.50
Fit	\$13.50	\$14.50
Talent	\$13.50	\$14.50
Applied Technology	\$13.50	\$14.50
Business Writing (Online Only)	\$21.50	
Workplace Observation (Online Only)	\$21.50	
Local Scan - Annual License Fee (Payable at the start of the Contract Year)	\$2000.00 per site	
NCRC Print of Certificate	\$7.00 per certificate	
NCRC Express Data Base Search	\$130.00 per Search plus \$4.00 per Name included in File	
Customer Requested Database/System Updates (as applicable)	\$125.00 per Hour (To be invoiced at ACT's discretion, with prior Customer notification of the estimated hours required to complete the request)	

* Indicates an assessment required for an examinee to receive a NCRC.

2025-2026 ACT WorkKeys Curriculum Annual License Fees	Price per Site*
ACT®WorkKeys®Curriculum: All WorkKeys aligned courses with Essential Skills courses site license	\$3000

Exhibit D-1



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:

1. 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.*

2. 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.*

<i>Student</i>	<i>Teacher</i>	<i>Admin</i>	<i>Meta Data</i>

3. What is the purpose of collecting student data?

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.*

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

6. Please provide:

- Current quote (if available)
- Tiered pricing for future purchases
- Name and email for contract notices
- Name and title of person who will sign the contract
- Does the system allow integration for rostering?

Yes No

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

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.

What Student Data is collected through the use of the system?

Data Collected	General Purpose of Data Collection
Access Time	User research to improve the experience & provide technical support
Assessment Scores	Used for teacher data collection
Badges Earned	Used for teacher data collection
Browser Type	User research to improve the experience & provide technical support
Browser Version	User research to improve the experience & provide technical support
Contest Points	Used for teacher data collection
Device ID	User research to improve the experience & provide technical support
Device Type & OS	User research to improve the experience & provide technical support
Game Time Earned	Used for teacher data collection
IEP Progress Percentage	Used for teacher data collection
IEP Standards Passed	Used for teacher data collection
IP Address	User research to improve the experience & provide technical support
Lesson Questions Correct/Incorrect	Used for teacher data collection
Lesson Scores	Used for teacher data collection
Machine Model	User research to improve the experience & provide technical support
Operating System	User research to improve the experience & provide technical support
Placement test scores	Used for teacher data collection
School Address	Required to support product functionality
School Fax Number	Optional
School Leader Email Address	Optional
School Leader First & Last Name	Optional
School Leader Password	Optional
School Leader Role	Optional
School Name	Required to support product functionality
School Phone Number	Required to support product functionality
Standard Mastery Percentage	Used for teacher data collection
Standards Mastered	Used for teacher data collection
Student Answers on Lesson	Used for teacher data collection
Student First & Last Name	Required to support product functionality
Student Grade Level	Required to support product functionality
Student ID number	Optional

Student Password	Required to support product functionality
Student Username	Required to support product functionality
Teacher Email Address	Required to support product functionality
Teacher First & Last Name	Required to support product functionality
Teacher Password	Required to support product functionality
Time on Lesson	Used for teacher data collection
Time Spent in Subjects	Used for teacher data collection
Time Spent on individual problems	Used for teacher data collection

What third-parties does the vendor partner with? Who may receive Student Data in any format?

Vendor	URL	Description
Rackspace	rackspace.com	Web hosting
Amazon AWS	aws.amazon.com	Web hosting
Wormly	wormly.com	Alerts and monitoring
Realtime	framework.realtime.com	Cloud based realtime messaging
Twilio	twilio.com	SMS messaging
Sendgrid	sendgrid.com	Email delivery
Mailchimp	mailchimp.com	Email list management
Clever	clever.com	Student rostering
Edmodo	edmodo.com	Student rostering
Oneroster	oneroster.com	Student rostering
Freshdesk	freshdesk.com	Customer support
Google Classroom	developers.google.com/classroom	Student rostering
Salesforce	salesforce.com	CRM

Exhibit F

INSURANCE REQUIREMENTS

Insurance. Contractor, 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 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 10 shall not reduce the indemnification liability that Contractor has assumed in section 11.

Contractor 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 Contractor 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.

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 Contractor 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. Contractor 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 Contractor'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.

**FOURTH AMENDMENT TO ASSESSMENT AGREEMENT
BETWEEN ACT, INC.
AND POUDRE SCHOOL DISTRICT R-1**

This Fourth Amendment (“Amendment”) effective as of August 1, 2024 (“Effective Date”), is attached to and forms part of the Assessment Service Agreement between Poudre School District R-1 (the “District”) and ACT, INC. (the “Contractor”), executed September 8, 2021, the First Amendment to the Agreement executed April 22, 2022, the Second Amendment to the Agreement executed July 26, 2023, and the Third Amendment to the Agreement executed November 1, 2023, each of which are 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, the First Amendment, the Second Amendment or the Third 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 Fourth 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. **Change of Contractor Name.**
 - 2.1. On May 1, 2024, ACT, Inc. finalized a new partnership with Nexus Capital LP, whereby ACT’s products, services, staff and leadership transitioned from ACT, Inc. to ACT Education Corp., a Delaware corporation and wholly owned subsidiary of Gateway Impact Corp., a Delaware Public Benefit Corporation. The parties to this Agreement are now Poudre School District R-1 and ACT Education Corp. (“ACT”) as identified in the attached Exhibit E, a copy of which is attached and hereby made part of this Agreement.
3. **Term of Agreement.** At the conclusion of the term dated July 31, 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 1, 2024, through July 31, 2025.
4. **Amended Responsibilities.**
 - 4.1. Amend Exhibit A with Contractor's Quote May 28, 2024, hereby attached as Exhibit A-1 to this Fourth Amendment and made part of this Agreement.
 - 4.2. Within section 9, 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

5. **Special Provisions.**

- 5.1. **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.

6. **General Provisions.**

- 6.1. **Entire Agreement.** The Agreement and this Fourth 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.
- 6.2. **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 Fourth Amendment as of the Effective Date.

ACT EDUCATION CORP.

POUDRE SCHOOL DISTRICT R-1

Signed by:
By: Blake Curwen 8/28/2024
B21CAE5161904F6...

C. Blake Curwen
Vice President, Client Relations

By: R. David Montoya
R. David Montoya (Aug 28, 2024 16:58 MDT)

R. David Montoya
Chief Finance Officer

By: Susan Thomas
Susan Thomas (Aug 28, 2024 16:26 MDT)

Susan Thomas
Assessment School Support Coordinator

Exhibit E



August 12, 2024

Subject line: Announcement of ACT Corporate Name Change

To Whom It May Concern:

ACT recently sent customers a notice announcing ACT's partnership with Nexus Capital Management LP and our transition to a new entity identified as Impact Asset Corp.

We are happy to announce that pursuant to the ongoing transition, ACT has changed our entity name to **ACT Education Corp.** to better align with the ACT brand.

Should you have any questions or require further information regarding our entity or name change, please do not hesitate to contact us at customer.inquiries@act.org.

Thank you for continuing to work together with ACT as we work to help people achieve education and workplace success.

Sincerely,

Signed by:

B21CAE5181004F6...

Blake Curwen

Vice President, Client Relations

500 ACT Dr. | Iowa City, Iowa 52243-0168

319.337.1000

blake.curwen@act.org | www.ACT.org



319.337.1000



act.org



500 ACT Dr.
Iowa City, IA 52243-0168

Exhibit A-1



May 28, 2024

POUDRE SCHOOL DISTRICT
2407 LAPORTE AVE
FORT COLLINS, CO 80521

RE: PRICE QUOTE

COMPANY ADDRESS: ACT, INC
101 ACT DRIVE
IOWA CITY, IA 52243

START DATE: AUGUST 1, 2024
EXPIRATION DATE: JULY 31, 2025

PREPARED BY: KIM RASMUSSEN
PHONE: 785-640-2007
EMAIL: KIM.RASMUSSEN@ACT.ORG

CONTACT NAME: SUSAN THOMAS
PHONE: 970-490-3124
EMAIL: STHOMAS@PSDSCHOOLS.ORG

PRODUCT	SUBSCRIPTION (September 20, 2023 - July 31, 2024)	QUANTITY	TOTAL PRICE
ACT WorkKeys Tests for NCRC – ONLINE testing: Applied Math Graphic Literacy Workplace Documents Poudre School District Add Site Realm Under District Realm <ul style="list-style-type: none"> Timnath Middle High School 	<ul style="list-style-type: none"> \$13.50 per test \$13.50 per test \$13.50 per test 	550 = Comprised by any combination of three tests	\$7,425
Sub-Total			\$7,425
ACT Workkeys Curriculum: All WorkKeys Aligned Courses with Essential Skills courses Renewal sites: <ul style="list-style-type: none"> Forth Collins HS, Fossil Riedge HS, Poudre Community Academy, Poudre HS, Rocky Mountain HS, Wellington Middle High School New site: <ul style="list-style-type: none"> Timnath Middle High School 	<ul style="list-style-type: none"> \$2,500 per site 	7 sites	\$17,500
Sub-Total			\$17,500
Total			\$24,925

Thank you for your interest in our education solutions. If you have any questions, or need additional information, please do not hesitate to contact me at 785-640-2007, or by email at: kim.rasmussen@act.org.

Regards,
Kim

Kim Rasmussen
ACT Account Executive KS, ND, CO

This Quote is not a contract or invoice. It is provided for informational purposes only, does not constitute an offer, expires on the date set forth in the Quote, and may be reinstated after expiration only by written confirmation of ACT. Stenographic and clerical errors are subject to correction. Any order or purchase of the products or services set forth in this Quote shall be subject to execution of a written agreement between ACT and Customer. Any terms proposed by Customer in response to this Quote are rejected unless otherwise set forth in the written agreement between the parties.

**THIRD AMENDMENT TO
ASSESSMENT SERVICE AGREEMENT
BETWEEN ACT, INC.
AND POUDRE SCHOOL DISTRICT R-1**

This Third Amendment (“Third Amendment”) dated the November 1, 2023 (“Effective Date”), is attached to and forms part of the Assessment Service Agreement between Poudre School District R-1 (the “District”) and Act, Inc. (the “Contractor”), executed September 8, 2021, the First Amendment to the contract executed April 22, 2022 and the Second Amendment to the contract executed July 26, 2023, 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 Assessment Services 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 Third 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. **Amended Responsibilities.**
 - 2.1. Amend Exhibit A with Contractor's Quote dated September 20, 2023, and hereby is attached and made part of this Agreement.
3. **General Provisions.**
 - 3.1. **Entire Agreement.** The Agreement 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.
 - 3.2. **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.

THE REMAINDER OF THIS AGREEMENT WAS INTENTIONALLY LEFT BLANK

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

ACT, INC

POUDRE SCHOOL DISTRICT R-1

DocuSigned by:
By: Blake Curwen 11/6/2023
B21CAE5161004F6...

C. Blake Curwen
Vice President, Client Relations

By: R. David Montoya
R. David Montoya (Jan 3, 2024 10:12 MST)

R. David Montoya
Executive Director of Finance

By: Susan Thomas
Susan Thomas (Jan 3, 2024 10:10 MST)

~~John Passantino~~ Susan Thomas
~~Director of Curriculum~~ Assessment School
Support Coordinator

Exhibit A



September 20, 2023

POUDRE SCHOOL DISTRICT
2407 LAPORTE AVE
FORT COLLINS, CO 80521

RE: PRICE QUOTE

COMPANY ADDRESS: ACT, INC
101 ACT DRIVE
IOWA CITY, IA 52243

START DATE: SEPTEMBER 20, 2023
EXPIRATION DATE: JULY 31, 2024

PREPARED BY: KIM RASMUSSEN
PHONE: 785-640-2007
EMAIL: KIM.RASMUSSEN@ACT.ORG

CONTACT NAME: SUSAN THOMAS
PHONE: 970-490-3124
EMAIL: STHOMAS@PSDSCHOOLS.ORG

PRODUCT	SUBSCRIPTION (September 20, 2023 - July 31, 2024)	QUANTITY	TOTAL PRICE
ACT WorkKeys Tests for NCRC – ONLINE testing:			
Applied Math	• \$13.00 per test	30	\$390
Graphic Literacy	• \$13.00 per test	30	\$390
Workplace Documents	• \$13.00 per test	30	\$390
Poudre School District Add Site Realm Under District Realm			
• Wellington Middle High School			
Sub-Total			\$1,170
ACT Workkeys Curriculum: All WorkKeys Aligned Courses with Essential Skills courses			
Sites include:			
• Wellington Middle High School			
Sub-Total			\$2,500
Total			\$3,670

Thank you for your interest in our education solutions. If you have any questions, or need additional information, please do not hesitate to contact me at 785-640-2007, or by email at: kim.rasmussen@act.org.

Regards,
Kim

Kim Rasmussen
ACT Account Executive KS, ND, CO

This Quote is not a contract or invoice. It is provided for informational purposes only, does not constitute an offer, expires on the date set forth in the Quote, and may be reinstated after expiration only by written confirmation of ACT. Stenographic and clerical errors are subject to correction. Any order or purchase of the products or services set forth in this Quote shall be subject to execution of a written agreement between ACT and Customer. Any terms proposed by Customer in response to this Quote are rejected unless otherwise set forth in the written agreement between the parties.

**SECOND AMENDMENT ASSESSMENT SERVICE AGREEMENT
BETWEEN ACT, INC.
AND POUDRE SCHOOL DISTRICT R-1**

This Second Amendment (“Second Amendment”) effective as of the 26th day of July 2023, is attached to and forms part of the Assessment Service Agreement between and Poudre School District R-1 (the “District”) and Act, Inc. (the “Contractor”) executed September 8, 2021 and the First Amendment to the Agreement executed April 22, 2022 (“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 July 31, 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 1, 2023, through July 31, 2024.
3. **Amended Responsibilities.**
 - 3.1. Amend Exhibit A with Contractor’s Quote dated May 4, 2023, and hereby is attached and made 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.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

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

ACT, INC.

POUDRE SCHOOL DISTRICT R-1

By:  _____
DocuSigned by:
Blake Curwen
80112AF61B10D4F8

C. Blake Curwen
Vice President, Client Relations
7/27/2023

By:  _____

R. David Montoya
Executive Director of Finance
Jul 28, 2023

By:  _____

John Passantino
Director of Curriculum
Jul 28, 2023

Exhibit A

**ACT® WorkKeys®
Paper and Online
Poudre School District
Description of Services
2023-2024 School Year**

This Description of Services (“DOS”) is incorporated into the Assessment Services Agreement (“Agreement”) having an Effective Date of, September 8, 2021, by and between **ACT, Inc.** (“ACT”) and **Poudre School District R-1** (“Customer”) and is governed by the terms of the Agreement. The term of this DOS shall be from the date of the last signature hereon through July 31, 2024.

I. Overview. ACT will support the Customer in administering ACT® WorkKeys® assessments to its eligible examinees. For purposes of this DOS, “ACT WorkKeys” is used to refer to online and paper-based assessments that include Graphic Literacy, Applied Math, and Workplace Documents (“Qualifying Assessments”). This DOS and corresponding pricing and invoicing schedule encompass a Customer-sponsored assessment administration and delivery of data and reports (“Assessments and Services”). For purposes of this DOS, “Designated Personnel” are those individuals identified by Customer as points of contact for ACT, Assessment ordering, material delivery, and testing and “Participating Testing Sites” are those Customer-designated locations where Assessments may be taken.

II. Services. ACT will provide the following to Customer by the dates memorialized in the project schedule, if applicable:

1. **Test Administration Dates.** Customer may select from a menu of test administration windows for each contracted school year. The windows will be documented in the project schedule.
2. **Ordering Platform.** ACT will provide access to the online ordering platform for Customer and Designated Personnel through which Assessment ordering, material delivery, and testing can be managed.
3. **Organization File Layout.** ACT will provide Customer with an organization file template and instructions for use.
4. **Materials Access.** ACT will ship materials to Designated Personnel at the shipping address provided by Customer in the online ordering platform. To the extent Customer is administering the Assessment online, ACT will provide Customer with access to the online assessment administration platform and an online testing realm for each Participating Testing Site.
5. **Pre-paid Shipping Labels.** ACT will provide Participating Testing Sites with pre-paid return shipping labels for the return of paper test materials to ACT.
6. **Accommodations.** ACT will provide examinees and English learners with available accessibility supports and accommodations, based on decisions by the local educational authorities. Details on available accessibility supports and accommodations, and ordering details, are provided on ACT’s website.
7. **Training.** ACT will provide standard online training and/or instructional materials to Designated Personnel. Training may include webinars, manuals, user guides, tutorials, and videos.
8. **Communications.** ACT will communicate upcoming activities and deadlines to Customer and Designated Personnel.
9. **Customer Service.** ACT will provide phone numbers and email contact information on the ACT-hosted website for use in preparation and administration of ACT WorkKeys, Monday through Friday, from 7:00 a.m. to 7:00 p.m. CST, excluding ACT holidays.
10. **Report Deliverables.** ACT will furnish the reports listed through the online reporting platform by the dates memorialized in the project schedule. Reports for answer documents that require investigation will be delayed.
11. **The ACT WorkKeys Online Reports Portal.** The ACT WorkKeys Online Reports Portal is where various types of examinee score reports may be generated and exported to be saved and printed. It is accessible only to users with the role of Portal Manager on their online WorkKeys account. Reports are available in the Reports Portal two business days after scoring takes place.

ACT WorkKeys Online Reports Portal		
Report Name	Paper Based Testing	Computer Based Testing
Data Export Report	Yes	Yes
Individual Score Report (by Group)	No	Yes
Individual Score Reports (by Examinee)	Yes	Yes
Individual Summary Score Report	Yes	Yes
Summary Score Report	Yes	Yes
Roster Score Report	Yes	Yes
Individual Score vs. Profile Report	Yes	Yes
Group vs. Profile Report	No	Yes
Registered to Test	No	Yes
Test Usage Report	Yes	Yes
Invoice Report for Paper Based Testing	Yes	No
Certificate Data Report	Yes	Yes
Test Data Export	Yes	Yes
Certificates by Certificate ID	Yes	Yes
Certificates by Testing Location	Yes	Yes
Certificate Count by Testing Location	Yes	Yes
Qualification Letter by Certificate ID	Yes	Yes
Qualification Letter by Testing Location	Yes	Yes

12. National Career Readiness Certificate ("NCRC"). ACT will generate certificates for eligible examinees who qualify for the NCRC. Certificates may be accessed by the Customer and eligible examinees. Customer may print certificates.
13. RegiSTAR. ACT will establish a RegiSTAR account for Customer containing assessment and NCRC information regarding the performance of the eligible examinees on the Qualifying Assessments. ACT requires certain identifying information for eligible examinees to match and be included on all Qualifying Assessment records before those records may form the basis for issuance of an NCRC. The five critical fields are: First Name, Last Name, Month of Birth, Day of Birth, Examinee ID.

RegiSTAR can also be used to generate, download, and print several types of reports and certificates. There are automated, manual, graphical and data reports available. The below table highlights the standard name and generation method of the standard reports.

Report or File Name	Generation Method	
	Automated by Scheduled RegiSTAR Sweep	Manual
Results File	X	
Log File	X	
Summary File	X	
Certificate Data		X
Test Data		X

Certificates by Time		X
Total Certificates by Time		X
Print Certificate PDF's		X

III. Customer Actions and Required Information. ACT's ability to provide the Assessments and Services is dependent upon timely receipt of the Customer Required Information and Customer's performance as to required actions. Customer's failure to meet any due dates or failure to perform the required actions may result in ACT's inability to provide the Assessments and Services. Customer shall provide the following information, data, or deliverables ("Customer Required Information") to ACT by the dates memorialized in the project schedule and shall actively engage in the actions noted below:

1. Primary Point of Contact. Customer must appoint a primary point of contact.
2. Selection of Test Administration Dates. Customer must provide ACT with its selected test administration dates from the list of dates ACT offers.
3. Participating Testing Sites. Customer must provide ACT with the organization file containing the list of authorized Participating Testing Sites in the ACT-designated file format to the ACT-designated contact.
4. System Requirements. For online testing, Customer is responsible for verifying that Participating Testing Sites and examinees access the Assessments through devices that meet the minimum hardware and software requirements published by ACT. Current system requirements are available at the ACT-hosted state testing website, as may be updated from time to time.

IV. Pricing and Invoicing.

1. Assessment Pricing. ACT will charge Customer the applicable Unit Price per examinee as defined in Exhibit A-1 - Fee Schedule. Customer will be charged for the total number of paper answer documents processed or online assessments launched. The Customer will be charged for each assessment if an examinee starts an assessment regardless of whether the assessment is completed in full. The quantity and total cost provided in Exhibit A-1 are estimates, and for planning purposes only.
2. Invoicing. ACT will invoice Customer for the Assessments and Services provided upon the conclusion of testing, or on the invoicing frequency identified in Exhibit A-1 – Invoicing Schedule.

V. Additional Terms and Conditions. The following terms and conditions are applicable to ACT's provision of the Assessments and Services:

1. Ownership of Materials. ACT owns or has license for the Assessments and Services, including but not limited to, the skill definitions on which assessments are based, paper-based or online assessment documents, testing materials, test questions, answer choices, administration and registration materials, publications, data, the score resulting from the assessment, reports, documentation, related materials, and any and all derivatives or modifications thereof (collectively, the "ACT Materials"). ACT owns copyrights in the ACT Materials. The ACT Materials are licensed on a limited, revocable, non-exclusive and non-sublicensable manner, not sold. Except as expressly granted in a Supplemental Terms and Conditions, Customer does not acquire any right, title, or interest in or to the ACT Materials. Customer may not (a) use the ACT Materials for any purpose other than as expressly permitted, (b) assign, license, sell, loan, lease, or otherwise transfer the ACT Materials in whole or in part, (c) authorize or allow a third party to use, sell, loan or lease the Assessments and Services or ACT Materials, (d) copy, reproduce, distribute, email, post, scan, make available, display publicly, transfer, sell, modify, enhance, reverse engineer, decompile, disassemble, make derivative works from, remove information from or make any addition to the ACT Materials, in whole or in part, or allow anyone else to do so, except as permitted in writing by ACT, or (e) modify, reverse engineer, decompile, or disassemble the ACT online system. Customer shall promptly notify ACT, in writing, of any known, threatened, or suspected infringement or unauthorized use of the ACT Materials by any third party. Customer's rights to the ACT Materials expressly terminate upon the termination of this Agreement. Customer may not sell, provide access to, or otherwise distribute the ACT Materials to any other person, provided however that Customer may provide the Assessments and Services to its Designated Personnel, Participating Testing Sites, and examinees solely for testing and interpretation purposes consistent with the terms of this Agreement and any related agreement for the use of the Assessments and Services.
2. Trademarks. ACT owns the trademarks "ACT," "WorkKeys," "NCRC," "National Career Readiness Certificate," and also owns the certification marks, "Platinum," "Gold," "Silver" and "Bronze" (collectively "Trademarks.") Except as specifically granted in this Agreement, Customer does not acquire any right, title, or interest in or to ACT's Trademarks. ACT's Trademarks may not be used without ACT's prior written consent, and any authorized use of ACT trademarks is governed by ACT's Trademark Use Guidelines.
3. Grant and Scope of License. Subject to the terms and conditions of this Agreement, ACT grants to Customer and its Participating Testing Sites a limited, non-exclusive, non-transferable right during the term of the Agreement to (a) access the Assessments and Services solely for testing and interpretation purposes consistent with the terms of this Agreement, (b) administer the Assessments to examinees, (c) resell the Assessments to examinees (as applicable), and (d) use the ACT Materials in connection with the authorized administration of the Assessments. Customer may administer the Assessments at Participating Testing Sites that provide

for a proper assessment environment as set forth in the administration manual, provided that the ACT Materials are stored and secured at the Participating Testing Site when they are not being administered, and provided that the Customer abides by the terms and conditions set forth in this Agreement.

4. **Confidentiality.** Customer agrees that neither it nor its employees shall at any time during or following the term of the Agreement, either directly or indirectly, publish, display or otherwise disclose to any person, organization, or entity in any manner whatsoever any ACT Materials, except as strictly necessary for Customer to use the ACT Materials as part of the services provided hereunder. Customer shall protect the ACT Materials in accordance with ACT's policies and procedures and using a standard of care appropriate for secure test materials, but in no event less than a reasonable standard of care. All ACT Materials are and remain the property of ACT notwithstanding the subsequent termination of this Agreement. Customer shall not store and must return any unused Assessments (and all copies, if any) in accordance with ACT's policies and procedures. In the event Customer receives a Freedom of Information Act, public record, or open record request for any confidential information covered by this Agreement, Customer agrees to immediately notify ACT of such request in writing. Customer shall immediately notify ACT in writing in the event of any unauthorized use or disclosure of the ACT Materials and assist in remedying such unauthorized use or disclosure, as requested by ACT (which shall not limit other remedies of ACT as provided in this Agreement or by applicable law). Customer acknowledges and agrees that damages may not be adequate to compensate for the breach of this section and accordingly, Customer agrees that, in addition to any and all other remedies available, ACT is entitled to obtain relief by way of a temporary or permanent injunction to enforce the obligations described in this section.
5. **Data.** The parties acknowledge and agree that ACT may use and disclose the data collected from the administration of the Assessments, as set forth in ACT's Privacy Policy available at www.act.org/privacy, as amended from time to time. ACT also provides additional optional services for the benefit of the examinee, including a certificate sharing service. An examinee may choose to share their WorkKeys Assessment results or NCRC certificate with third party entities (such as employers or colleges) through an online account maintained by ACT or its service providers. Examinees may activate their online account after completion of the testing process and select their data privacy preferences in such account. ACT will honor the data sharing and privacy requests of such examinee.
6. **U.S. Government Licenses.** The online components of the Assessments and Services are "commercial items," as that term is defined in 48 C.F.R. 2.101 (Oct. 1995), consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212 (Sept. 1995). Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4 (June 1995), all U.S. Government End Users acquire the Assessments and Services with only those rights set forth herein.
7. **Testing Procedures.** Customer agrees to administer the Assessments in accordance with all policies and procedures established by ACT, as may be updated from time to time. Customer agrees to store ACT Materials in secure location(s) as defined and described by ACT. Customer agrees that all used and unused ACT Materials (and copies, if any) will be returned to ACT, in accordance with the policies and procedures established by ACT. In the event of a test security incident or use of the ACT Materials that conflicts with the requirements of this Agreement or ACT policies and procedures, Customer agrees to fully cooperate with ACT, and shall cause those individuals involved in the preparation, administration, or return of the Assessments to fully cooperate with ACT. In the event ACT identifies testing irregularities, which may include but are not limited to the use of a compromised test form, falsification by an examinee of his or her identity, impersonation of another examinee (surrogate testing), unusual similarities in the answers of examinees at the same test center, or other indicators that the test scores may not accurately reflect the examinee's level of educational development, ACT reserves the right, in its sole and absolute discretion, to cancel all related or impacted test scores.
8. **WorkKeys Online Testing Realm.** ACT will establish a testing realm in the testing platform for new Customers and their Participating Testing Sites. Any returning Customer or Participating Testing Site(s) will maintain any previously established testing realm which will be used for online administration of WorkKeys assessments under this Agreement. ACT is unable to move testing data if the incorrect testing realm is chosen.
9. **Username and Passwords.** Access to the Assessments and Services will be provided only to Customer staff, Participating Testing Site staff, and examinees that have been authorized to use the services by Customer. Each authorized staff member and examinee will be required to use a unique username and password to access the online platforms provided as part of the Assessments and Services. Staff and examinees may not share or otherwise divulge their password with any other person. Access to the online platform is personal to the individual authorized staff member or examinee. Customer and Participating Testing Site staff accessing the online platforms may not impersonate any person or entity or falsely state or otherwise misrepresent their identity or affiliation with a person or entity to ACT.
10. **Updates and Modifications.** The Assessments and Services may be modified or updated from time to time at ACT's sole discretion. ACT shall make such modification and updates available to Customer as they are developed. ACT reserves the right to charge a fee for any new functionalities available through the revised Assessments and Services.
11. **Computer Requirements, Compatible Platforms and Hardware, and System Maintenance.** Customer acknowledges and agrees that the computer configuration requirements are required to properly access and use the Assessments and Services and that ACT shall have no liability for matters relating to the failure to comply with these computer requirements. ACT may, in its sole discretion,

revise these configuration requirements from time to time. Customer is responsible for obtaining and maintaining an appropriate operating environment with the necessary hardware, operating system software, network configurations, and other items required to use and access Assessments and Services. ACT is not responsible for any incompatibility between ACT Assessments and Services, and any versions of operating systems, hardware, browsers, inadequate network configurations, or other products not specifically approved by ACT for Customer's use with the ACT Assessments and Services. Assessments and Services are subject to recurring maintenance windows, and occasionally unscheduled maintenance, during which servers may be taken offline. ACT shall not be responsible for any damages or costs incurred by Customer, if any, for such down time.

12. Use of Third Parties. In the event Assessments and Services are administered by a third party on behalf of Customer ("Third Party"), Customer enters into this Agreement on its own behalf and on behalf of the Third Party. Customer represents and warrants that it has the authority to bind the Third Party to this Agreement and that such Third Party is hereby bound by the terms and conditions of this Agreement as if it were Customer. Customer agrees that it shall be jointly and severally liable for all obligations of the Third Party.

By signing below or by the use of electronic signature(s), the parties' authorized representatives hereby indicate their authority to execute, and acceptance of the terms and conditions of this Description of Services, incorporated into the Agreement.

ACT, Inc.

DocuSigned by:


Blake Curwen, Vice President

Date: 7/27/2023

Poudre School District R-1

Name/Title: _____

Date: _____

**ACT® WorkKeys® Curriculum
Poudre School District R-1
Description of Services
2023-2024 School Year**

This Description of Services (“DOS”) is incorporated into the Assessment Services Agreement (“Agreement”) having an Effective Date of, September 8, 2021, by and between **ACT, Inc.** (“ACT”) and **Poudre School District R-1** (“Customer”) and is governed by the terms of the Agreement. The term of this DOS shall be from August 1, 2023, through July 31, 2024.

- I. Overview.** ACT will support Customer in its use of ACT® WorkKeys® Curriculum which is an online tool for the purpose of skill remediation for, and training of, job seekers and employees. This DOS and corresponding pricing and invoicing schedule encompass Customer’s use, administration, and delivery of data and reports (“Products and Services”). For purposes of this DOS, (A) “Authorized Users” are Customer-authorized students, employees, or similar constituents of the Customer who are utilizing ACT WorkKeys Curriculum; (B) “Designated Personnel” are those individuals identified by Customer as points of contact for ACT; and (C) “Participating Locations” are those Customer-designated facilities which Customer authorizes to use the Products and Services for which a site license has been paid to ACT. Each Participating Location will receive a site license to access the Products and Services through the online platform for an unlimited number of Authorized Users.
- II. Services.** ACT will provide the following to Customer:
 1. WorkKeys Curriculum Platform. ACT will provide Customer and Participating Locations access to the online ACT WorkKeys Curriculum platform. Each Participating Location shall administer its use of the Product through the online platform and is responsible for providing access to Authorized Users. ACT will coordinate the issuance of access credentials through Designated Personnel.
 2. Authorized User Support Resources. ACT will provide online accessibility support resources such as highlighting, read aloud, and notes features within the online tool.
 3. Training. ACT will provide standard administration resources and training materials via its website and the online platform.
 4. Communications. ACT will communicate upcoming activities and deadlines to Customer and Designated Personnel.
 5. Customer Service. ACT will provide phone numbers and email contact information on the ACT-hosted website for use in preparation and use of ACT WorkKeys Curriculum, Monday through Friday, from 7:00 a.m. - 7:00 p.m. CST, excluding ACT holidays.
- III. Customer Actions and Required Information.** ACT’s ability to provide the Products and Services is dependent upon timely receipt of the Customer Required Information and Customer’s performance as to required actions. Customer’s failure to meet any due dates or failure to perform the required actions may result in ACT’s inability to provide the Products and Services. Customer shall provide the following information, data, or deliverables (“Customer Required Information”) to ACT by the dates memorialized in the project schedule and actively engage in the actions noted below.
 1. Primary Contact. Customer must appoint a single point of contact.
 2. Participating Locations. Customer must provide an organizational file containing the list of Participating Locations in the ACT-designated file format to the ACT-designated contact.
 3. System Requirements. Customer is responsible for verifying that Participating Locations and Authorized Users access the Products and Services through devices that meet the minimum hardware and software requirements published by ACT. The current system requirements are available at <http://www.act.org/content/act/en/products-and-services/workkeys-for-educators/curriculum.html>, as may be updated from time to time.
 4. Access. Customer must control the use of the Products and Services and ensure that only Authorized Users are provided access. Customer will ensure that Designated Personnel, Participating Locations, and Authorized Users use the Products and Services in conformance with its related manuals published by ACT, as may be updated from time to time. Customer agrees to fully cooperate with ACT in the event of any concern related to an Authorized User’s use of the Products and Services.
- IV. Pricing and Invoicing.** The quantity and total cost provided are estimates, and for planning purposes only.
 1. Product Pricing. ACT will charge Customer the applicable per site license annual fee as indicated in Exhibit A-1 – 2023-2024 Fee Schedule incorporated into the Second Amendment.
 2. Invoicing. Customer will be invoiced in advance for each site license purchased or on the invoicing frequency identified in Exhibit A-1 – 2023-2024 Fee Schedule.

V. Additional Terms and Conditions. The following terms and conditions are applicable to ACT's provision of the Products and Services:

1. **Ownership of Materials.** ACT owns or has license rights in the Products and Services, including but not limited to any images, photographs, animations, video, audio, music, text, and "applets" incorporated into the Products and Services, the accompanying printed materials, all associated intellectual property rights, including any and all derivatives or modifications created during the term of this Agreement, and any copies of the Products and Services. (collectively "ACT Materials"). All rights not specifically granted under this Agreement are reserved by ACT. ACT owns the trademark "ACT WorkKeys Curriculum". Customer does not acquire any right, title, or interest in or to the ACT Materials, any rights in patents and copyrights applicable thereto, or any right, title or interest in or to the trademark "ACT WorkKeys Curriculum". Customer shall not use the trademark "ACT WorkKeys Curriculum" without the prior written consent of ACT. Customer shall not copy, modify, enhance, reverse engineer, or make any addition to the ACT Materials. Customer acknowledges and agrees that the ACT Materials are not sold to Customer. Customer shall not (and shall not assist or permit any third party to): (i) seek to register or protect, anywhere in the world, the ACT Materials (or seek to register or protect any designation confusingly similar to the ACT Materials; or (ii) challenge ACT's ownership in or the validity of the ACT Materials. Customer shall promptly notify ACT, in writing, of any known, threatened, or suspected infringement or unauthorized use of the ACT Materials by any third party. Customer's rights to the ACT Materials expressly terminate upon the termination of this Agreement. Customer may not sell, provide access to, or otherwise distribute ACT Materials to any other person; provided, however, that Customer may provide the Products and Services to its Designated Personnel, Participating Locations, and Authorized Users solely for testing and interpretation purposes consistent with the terms of this Agreement and any related agreement for the use of the Products and Services.
2. **Grant and Scope of License.** Subject to the terms and conditions of this Agreement, ACT grants to Customer and Participating Locations a non-exclusive, non-transferable right during the term of the Agreement to (a) access the Products and Services solely for personal and non-commercial use, (b) administer the Products to Authorized Users, (c) resell the Products to Authorized Users (as applicable), and (d) use the ACT Materials in connection with the authorized use of the Products. Customer may administer the Products at Participating Locations, provided the Customer abides by the terms and conditions set forth in this Agreement. ACT will support Customer in its use of the Products and Services for the purpose of skill remediation for, and training of, the Authorized Users at the Participating Locations (provided that, Authorized Users also may be allowed online-only access to Licensed Products from locations other than Participating Locations). The Products and Services, including any embedded quizzes, tests and reports are in no way intended as a high-stakes assessment or as a replacement for assessments such as the WorkKeys® assessments, certifications such as the National Career Readiness Certificate ("NCRC"), or Customer's own records used for any remuneration of Authorized Users. Each Product made available under this Agreement is licensed, not sold.
3. **Confidentiality.** Customer agrees that neither it nor its employees shall at any time, either directly or indirectly, publish, display, or otherwise disclose to any person, organization, or entity in any manner whatsoever any ACT Materials, except as strictly necessary for Customer to use the ACT Materials as part of the Products and Services provided hereunder. All ACT Materials are and remain the property of ACT notwithstanding the subsequent termination of this Agreement. Customer shall not store and must return any unused Products (and all copies, if any) in accordance with ACT's policies and procedures. In the event Customer receives a Freedom of Information Act, public record, or open record request for any confidential information covered by this Agreement, Customer agrees to immediately notify ACT of such request in writing. Customer shall immediately notify ACT in writing in the event of any unauthorized use or disclosure of the ACT Materials and assist in remedying such unauthorized use or disclosure, as requested by ACT (which shall not limit other remedies of ACT as provided in this Agreement or by applicable law). Customer acknowledges and agrees that damages may not be adequate to compensate for the breach of this section and accordingly, Customer agrees that, in addition to any and all other remedies available, ACT is entitled to obtain relief by way of a temporary or permanent injunction to enforce the obligations described in this section.
4. **Data.** The parties acknowledge and agree that ACT may use and disclose the data collected from Customer's use of the Products as set forth in ACT's Privacy Policy available at www.act.org/privacy, as amended from time to time.
5. **U.S. Government Licenses.** Products and Services are "commercial items," as that term is defined in 48 C.F.R. 2.101 (Oct. 1995), consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212 (Sept. 1995). Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4 (June 1995), all U.S. Government End Users acquire only those limited rights in and to the Products and Services as are set forth herein.
6. **Updates and Modifications.** Products and Services may be modified or updated from time to time at ACT's sole discretion. ACT shall make such modification and updates available to Customer as they are developed. ACT reserves the right to charge a fee for any new functionalities available through the revised Products and Services. To the extent that modifications or updates require revised computer configuration, Customer shall provide such hardware or software that meets the revised computer configuration requirements for the revised Products and Services within the timeframe set forth in a written (including electronic) notice from ACT detailing the timeframe of such modification or update and the revised computer configuration requirements.

7. Computer Requirements, Compatible Platforms and Hardware, and System Maintenance. Customer acknowledges and agrees that the computer configuration requirements are required to properly access and use the Products and Services and that ACT shall have no liability for matters relating to the failure to comply with these computer requirements. ACT may, in its sole discretion, revise these configuration requirements from time to time. Customer is responsible for obtaining and maintaining an appropriate operating environment with the necessary hardware, operating system software, network configurations, and other items required to use and access Products and Services. ACT is not responsible for any incompatibility between ACT Products and Services, and any versions of operating systems, hardware, browsers, inadequate network configurations, or other products not specifically approved by ACT for use with the ACT Products and Services. Products and Services are subject to recurring maintenance windows, and occasionally unscheduled maintenance, during which servers may be taken offline. ACT is not responsible for any damages or costs incurred by Customer, if any, for such down time.
8. Use of Third Parties. In the event Products and Services are administered by a third party on behalf of Customer ("Third Party"), Customer enters into this Agreement on its own behalf and on behalf of each such Third Party. Customer represents and warrants that it has the authority to bind each such Third Party to this Agreement and that each such Third Party is hereby bound by the terms and conditions of this Agreement as if it were Customer. Customer agrees that it shall be jointly and severally liable for all obligations of each and every Third Party.

By signing below or by the use of electronic signature(s), the parties' authorized representatives hereby indicate their authority to execute, and acceptance of the terms and conditions of this Description of Services, incorporated into the Agreement.

ACT, Inc.

DocuSigned by:



R21CAE5161004F8
Blake Curwen, Vice President

Date: 7/27/2023

Poudre School District R-1

Name/Title: _____

Date: _____

**Exhibit A-1
Fee Schedule
ACT WorkKeys Assessments and ACT WorkKeys Curriculum
Poudre School District R-1
2023-2024 School Year**

ACT will invoice the customer the following fees as they are incurred

ACT WorkKeys Assessments and Services	Unit Rate 9/1/2023 to 8/31/2024	
	Online	Paper
Applied Math*	\$13.00	\$13.50
Graphic Literacy*	\$13.00	\$13.50
Workplace Documents*	\$13.00	\$13.50
Fit (Online Only)	\$13.00	N/A
Talent (Online Only)	\$13.00	N/A
Applied Technology	\$13.00	\$13.50
Business Writing (Online Only)	\$21.00	N/A
Workplace Observation (Online Only)	\$21.00	N/A
Local Scan - Annual License Fee (Payable at the start of the Contract Year)	\$1950.00 per site	
Certificates Printed by ACT (price per certificate)	\$6.50 (effective 9/1/2023 - 8/31/2024)	
Certificate(s) Mailed to Authorized Customer Locations by ACT (Price per Mailing per Authorized Customer Location)	\$18.50 (effective 9/1/2023 - 8/31/2024)	
RegiSTAR Express Data Search	\$130.00 per Search plus \$4.00 per Name included in File	
Customer Requested Database/System Updates (as applicable)	\$100.00 per Hour (To be invoiced at ACT's discretion, with prior Customer notification of the estimated hours required to complete the request)	

* Indicates an assessment required for an examinee to receive an NCRC.

2023-2024 ACT WorkKeys Curriculum Annual License Fees	Price per Site per Year
ACT WorkKeys Curriculum: All WorkKeys aligned courses with Essential Skills Courses	\$2,500.00

POUDRE SCHOOL DISTRICT
2407 LAPORTE AVE
FORT COLLINS, CO 80521

COMPANY ADDRESS: ACT, INC
101 ACT DRIVE
IOWA CITY, IA 52243

START DATE: AUGUST 1, 2023
EXPIRATION DATE: JULY 31, 2024

CONTACT NAME: SUSAN THOMAS
PHONE: 970-490-3124
EMAIL: STHOMAS@PSDSCHOOLS.ORG

PRODUCT	SUBSCRIPTION (August 1, 2023 - July 31, 2024)	QUANTITY	TOTAL PRICE
ACT Workkeys Curriculum: All WorkKeys Aligned Courses with Essential Skills courses	Full annual license \$2500/year per site		
Poudre School District Sites include:			
• Centennial High School (new)	• \$2500.00	1	\$2,500.00
• Fort Collins High School	• \$2500.00	1	\$2,500.00
• Fossil Ridge High School	• \$2500.00	1	\$2,500.00
• Pollaris Expeditionary Learning School	• \$2500.00	1	\$2,500.00
• Poudre Community Academy	• \$2500.00	1	\$2,500.00
• Poudre High School	• \$2500.00	1	\$2,500.00
• Rocky Mountain High School	• \$2500.00	1	\$2,500.00
SubTotal			\$17,500.00
ACT WorkKeys Tests for NCRC:			
Applied Math	• \$13.00 per test	100	\$1,300
Graphic Literacy	• \$13.00 per test	100	\$1,300
Workplace Documents	• \$13.00 per test	100	\$1,300
Poudre School District Site Realms Under District Realm	*Note: Tests taken in August could be billed at \$12.50 per test		
• Centennial High School			
• Fort Collins High School			
• Fossil Ridge High School			
• Pollaris Expeditionary Learning School			
• Poudre Community Academy			
• Poudre High School			
• Rocky Mountain High School			
SubTotal			\$3,900.00
Total			\$21,400.00

Thank you for your interest in our education solutions. If you have any questions, or need additional information, please do not hesitate to contact me at 785-640-2007, or by email at: kim.rasmussen@act.org.

Regards,
Kim

Kim Rasmussen
ACT Account Executive KS, ND, CO

This Quote is not a contract or invoice. It is provided for informational purposes only, does not constitute an offer, expires on the date set forth in the Quote, and may be reinstated after expiration only by written confirmation of ACT. Stenographic and clerical errors are subject to correction. Any order or purchase of the products or services set forth in this Quote shall be subject to execution of a written agreement between ACT and Customer. Any terms proposed by Customer in response to this Quote are rejected unless otherwise set forth in the written agreement between the parties.

**FIRST AMENDMENT TO ASSESSMENT SERVICE AGREEMENT
BETWEEN ACT, INC.
AND POUFRE SCHOOL DISTRICT R-1**

This First Amendment (“Amendment”) dated the 22nd day of April 2022, is attached to and forms part of the Assessment Service Agreement between Poudre School District R-1 (the “District”) and ACT, Inc. (the “Contractor”) executed September 8, 2021 (“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 Contract 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 September 20, 2022, as outlined in section 1.1 of the Agreement, the District and Contractor elect to extend the term of the Agreement beginning on September 21, 2022 through July 31, 2023.
3. **Amended Responsibilities.**
 - 3.1. Amend Exhibit A with the Contractor’s ACT Workkeys Curriculum Courses, ACT Price Quote #0000003223, ACT Price Quote #0000003224 and ACT WorkKeys and WorkKeys Curriculum Pricing, hereby attached and made part of this Agreement.
 - 3.2. Within section 2.2, delete the words which have a strikethrough and add the language which is underlined


~~District schools~~ The District contact in section 9 shall request a quote from Contractor, reflecting the costs set forth in Exhibit A, issuance of a purchase order to Contractor implies acceptance of amount due.
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.

ACT, INC.

POUDRE SCHOOL DISTRICT R-1

By: 
Name: C. Blake Curwen
Title: Vice President
Date: 5/4/2022

By: R. David Montoya
R. David Montoya
Executive Director of Finance
Date:

By: Marlena Gross Taylor
Marlena Gross Taylor (May 6, 2022 07:37 MDT)
Marlena Gross-Taylor
Chief Academic and Equity Officer
Date:

Amended Items for Exhibit A

**ACT® WorkKeys® Curriculum
Poudre School District R-1
Description of Services
2021-2022 School Year &
2022-2023 School Year**

This Description of Services (“DOS”) is incorporated into the Assessment Services Agreement (“Agreement”) having an Effective Date of September 8, 2021, by and between ACT, Inc. (“ACT”) and Poudre School District R-1 (“Customer”) and is governed by the terms of the Agreement.

- I. **Overview.** ACT will support Customer in its use of ACT WorkKeys® Curriculum which is an online tool for the purpose of skill remediation for, and training of, job seekers and employees. This DOS and corresponding pricing and invoicing schedule encompass Customer’s use, administration and delivery of data and reports (“Products and Services”). For purposes of this DOS, (A) “Authorized Users” are Customer-authorized students, employees, or similar constituents of the Customer who are (i) attending, (ii) employed at, or (ii) physically utilizing ACT WorkKeys Curriculum; (B) “Designated Personnel” are those individuals identified by Customer as points of contact for ACT; and (C) “Participating Locations” are those Customer-designated schools, campuses, facilities, or other training or administrative locations which Customer authorizes to use the Products and Services for which a site license has been paid to ACT. Each Participating Location will receive a site license to access the Products and Services through the online platform for an unlimited number of Authorized Users.
- II. **Services.** ACT will provide the following to Customer by the dates memorialized in the project schedule, if applicable:
 1. Program Oversight. ACT will name a designated staff person to serve as the primary operational contact for Customer. ACT’s primary operational contact will coordinate all aspects of program delivery with Customer.
 2. Program Planning Documentation. ACT will provide Customer with a project schedule and other program management documentation, implementation, and timeline details.
 3. WorkKeys Curriculum Platform. ACT will provide access to an online platform Customer and Participating Locations will utilize to access the ACT WorkKeys Curriculum. Each Participating Location shall administer their use of the Product through the online platform and is responsible for providing access to Authorized Users. ACT will coordinate the issuance of access credentials through Designated Personnel.
 4. Authorized User Support Resources. ACT will provide online accessibility support resources such as highlighting, read aloud, and notes features within the online tool.
 5. Training. ACT will provide standard administration resources and training materials via its website and the online platform.
 6. Communications. ACT will communicate upcoming activities and deadlines to Customer and Designated Personnel.
 7. Customer Service. ACT will provide phone numbers and email contact information on the ACT-hosted website for use in preparation and use of ACT WorkKeys Curriculum, Monday through Friday, from 7:00 a.m. - 7:00 p.m. CST, excluding ACT holidays.
- III. **Customer Actions and Required Information.** Customer shall provide the following information, data, or deliverables (“Customer Required Information”) to ACT by the dates memorialized in the project schedule and actively engage in the actions noted below.
 1. Primary Contact. Customer must appoint a single point of contact.
 2. Participating Locations. Customer must provide an organizational file containing the list of Participating Locations in the ACT-designated file format to the ACT-designated contact.
 3. System Requirements. Customer is responsible for verifying that Participating Locations and Authorized Users access the Products and Services through devices that meet the minimum hardware and software requirements published by ACT. The current system requirements are available at <http://www.act.org/content/act/en/products-and-services/workkeys-for-educators/curriculum.html>, as may be updated from time to time.
 4. Access. Customer must control the use of the Products and Services and ensure that only Authorized Users are provided access. Customer will ensure that Designated Personnel, Participating Locations, and Authorized Users use the Products and Services in conformance with its related manuals published by ACT, as may be updated from time to time. Customer agrees to fully cooperate with ACT in the event of any concern related to an Authorized User’s use of the Products and Services.

ACT’s ability to provide the Products and Services is dependent upon timely receipt of the Customer Required Information and Customer’s performance as to required actions. Customer’s failure to meet any due dates or failure to perform the required actions may result in ACT’s inability to provide the Products and Services.
- IV. **Pricing and Invoicing.** The quantity and total cost provided are estimates, and for planning purposes only.
 1. Product Pricing. ACT will charge Customer the applicable per site license fee as indicated in the Exhibit A - Fee Schedule incorporated into the First Amendment.

2. **Invoicing and Payment.** Customer will be invoiced in advance for each site license purchased or on the invoicing frequency identified on Exhibit A—Fee Schedule. Payment is due net thirty (30) calendar days from date of invoice or as may otherwise be set forth in the Agreement.

VI. Additional Terms and Conditions. The following terms and conditions are applicable to ACT's provision of the Products and Services:

1. **Ownership of Materials.** ACT owns or has license rights in the Products and Services, including all testing materials, documentation, related materials, and all intellectual property rights therein (collectively, "ACT Materials"). Customer does not acquire any right, title, or interest in or to the ACT Materials. Customer shall not copy, modify, enhance, reverse engineer, or make any addition to the ACT Materials. Customer acknowledges and agrees that the ACT Materials are not sold to Customer. Customer shall not (and shall not assist or permit any third party to): (i) seek to register or protect, anywhere in the world, the ACT Materials (or seek to register or protect any designation confusingly similar to the ACT Materials; or (ii) challenge ACT's ownership in or the validity of the ACT Materials. Customer shall promptly notify ACT, in writing, of any known, threatened, or suspected infringement or unauthorized use of the ACT Materials by any third party. Customer's rights to the ACT Materials expressly terminate upon the termination of this Agreement. Customer may not sell, provide access to, or otherwise transfer ACT Materials to any other person; provided, however, that Customer may provide the Products and Services to its Designated Personnel, Participating Locations, and examinees solely for testing and interpretation purposes consistent with the terms of this Agreement and any related agreement for the use of the Products and Services.
2. **Grant and Scope of License.** Subject to the terms and conditions of this Agreement, ACT grants to Customer and Participating Locations a limited, non-exclusive, non-transferable right during the term of the Agreement to (a) access the Products and Services solely for personal and non-commercial use, (b) administer the Products to Authorized Users, (c) resell the Products to Authorized Users (as applicable), and (d) use the ACT Materials in connection with the authorized use of the Products. Customer may administer the Products at Participating Locations, provided the Customer abides by the terms and conditions set forth in this Agreement.
3. **Confidentiality.** Customer agrees that neither it nor its employees shall at any time, either directly or indirectly, publish, display or otherwise disclose to any person, organization, or entity in any manner whatsoever any ACT Materials, except as strictly necessary for Customer to use the ACT Materials as part of the Products and Services provided hereunder. All ACT Materials are and remain the property of ACT notwithstanding the subsequent termination of this Agreement. Customer shall not store and must return any unused Products (and all copies, if any) in accordance with ACT's policies and procedures. In the event Customer receives a Freedom of Information Act, public record, or open record request for any confidential information covered by this Agreement, Customer agrees to immediately notify ACT of such request in writing. Customer shall immediately notify ACT in writing in the event of any unauthorized use or disclosure of the ACT Materials and assist in remedying such unauthorized use or disclosure, as requested by ACT (which shall not limit other remedies of ACT as provided in this Agreement or by applicable law). Customer acknowledges and agrees that damages may not be adequate to compensate for the breach of this section and accordingly, Customer agrees that, in addition to any and all other remedies available, ACT is entitled to obtain relief by way of a temporary or permanent injunction to enforce the obligations described in this section.
4. **Data.** The parties acknowledge and agree that ACT may use and disclose the data collected from Customer's use of the Products as set forth in ACT's Privacy Policy available at www.act.org/privacy, as amended from time to time.
5. **U.S. Government Licenses.** Products and Services are "commercial items," as that term is defined in 48 C.F.R. 2.101 (Oct. 1995), consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212 (Sept. 1995). Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4 (June 1995), all U.S. Government End Users acquire only those limited rights in and to the Products and Services as are set forth herein.
6. **Updates and Modifications.** Products and Services may be modified or updated from time to time at ACT's sole discretion. ACT shall make such modification and updates available to Customer as they are developed. ACT reserves the right to charge a fee for any new functionalities available through the revised Products and Services.
7. **Computer Requirements, Compatible Platforms and Hardware, and System Maintenance.** Customer acknowledges and agrees that the computer configuration requirements are required to properly access and use the Products and Services and that ACT shall have no liability for matters relating to the failure to comply with these computer requirements. ACT may, in its sole discretion, revise these configuration requirements from time to time. Customer is responsible for obtaining and maintaining an appropriate operating environment with the necessary hardware, operating system software, network configurations, and other items required to use and access Products and Services. ACT is not responsible for any incompatibility between ACT Products and Services, and any versions of operating systems, hardware, browsers, inadequate network configurations, or other products not specifically approved by ACT for use with the ACT Products and Services. Products and Services are subject to recurring maintenance windows, and occasionally unscheduled maintenance, during which servers may be taken offline. ACT is not responsible for any damages or costs incurred by Customer, if any, for such down time.

8. Use of Third Parties. In the event a third party is listed among the Participating Testing Sites ("Third Party"), Customer enters into this Agreement on its own behalf and on behalf of the Third Party. Customer represents and warrants that it has the authority to bind the Third Party to this Agreement and that such Third Party is hereby bound by the terms and conditions of this Agreement as if it were Customer. Customer agrees that it shall be jointly and severally liable for all obligations of the Third Party.

The parties' hereby accept the terms and conditions of this Description of Services, incorporated into the Agreement.

**Exhibit A
Fee Schedule
ACT WorkKeys Assessments and ACT WorkKeys Curriculum
Poudre School District R-1
2021-2023 School Years**

ACT will invoice the customer the following fees as they are incurred.

ACT WorkKeys Assessments and Services Options	Educational or Government Entity Unit Rate		
	9/1/2021 to 8/31/2022 Online and Paper	9/1/2022 to 8/31/2023 Online	9/1/2022 to 8/31/2023 Paper
Applied Math*	\$12.00	\$12.50	\$13.00
Graphic Literacy*	\$12.00	\$12.50	\$13.00
Workplace Documents*	\$12.00	\$12.50	\$13.00
Fit	\$12.00	\$12.50	\$13.00
Talent	\$12.00	\$12.50	\$13.00
Applied Technology	\$12.00	\$12.50	\$13.00
Business Writing (Online Only)	\$20.00	\$20.50	\$21.00
Workplace Observation (Online Only)	\$20.00	\$20.50	\$21.00
Local Scan – Annual License Fee (Payable at the start of the Contract Year)	\$1,950.00 per site		
Certificates Printed by ACT (price per certificate)	\$4.50 (effective 9/1/2021 – 8/31/2022) \$10.00 (effective 9/1/2022 – 8/31/2023)		
Certificate(s) Mailed to Authorized Customer Locations by ACT (Price per Mailing per Authorized Customer Location)	\$16.50 (effective 9/1/2021 – 8/31/2022) \$20.00 (effective 9/1/2022 – 8/31/2023)		
RegiSTAR Express Data Search	\$130.00 per Search plus \$4.00 per Name included in File		
Customer Requested Database/System Updates (as applicable)	\$100.00 per Hour (To be invoiced at ACT's discretion, with prior Customer notification of the estimated hours required to complete the request)		

* Indicates an assessment required for an examinee to receive a NCRC.

2021-2022 ACT WorkKeys Curriculum Annual License Fees	Price per Site*
ACT® WorkKeys® Curriculum: All WorkKeys aligned courses with Essential Skills courses site license	See attached Price Quotes dated April 15, 2022 and April 18, 2022

*With this license you can order the ACT WorkKeys Curriculum paper workbooks for the WorkKeys NCRC aligned courses. Separate fees apply. See the ACT WorkKeys Curriculum Knowledge Hub for the WorkKeys Curriculum Paper Ordering video and the Create a CCRIS ACT Account article: <https://success.act.org/s/topic/0TO1B000000BjQWAW/act-workkeys-curriculum>

CONTACT NAME: ROBERT BEAUCHAMP
PHONE: 970-682-5825
EMAIL: RBEAUCHA@PSDSCHOOLS.ORG

500 ACT Drive | PO Box 168 | Iowa City, IA 52243-0168 | 319.337.1000 | www.act.org



April 18, 2022

POUDRE SCHOOL DISTRICT
2407 LAPORTE AVE
FORT COLLINS, CO 80521

RE: PRICE QUOTE

COMPANY ADDRESS: ACT, INC
101 ACT DRIVE
IOWA CITY, IA 52243

START DATE: APRIL 14, 2022
EXPIRATION DATE: SEPTEMBER 20, 2022
QUOTE NUMBER: 0000003223

PREPARED BY: KIM RASMUSSEN
PHONE: 785-640-2007
EMAIL: KIM.RASMUSSEN@ACT.ORG

CONTACT NAME: TRACY STIBITZ
PHONE: 970-490-3564
EMAIL: TSTIBITZ@PSDSCHOOLS.ORG

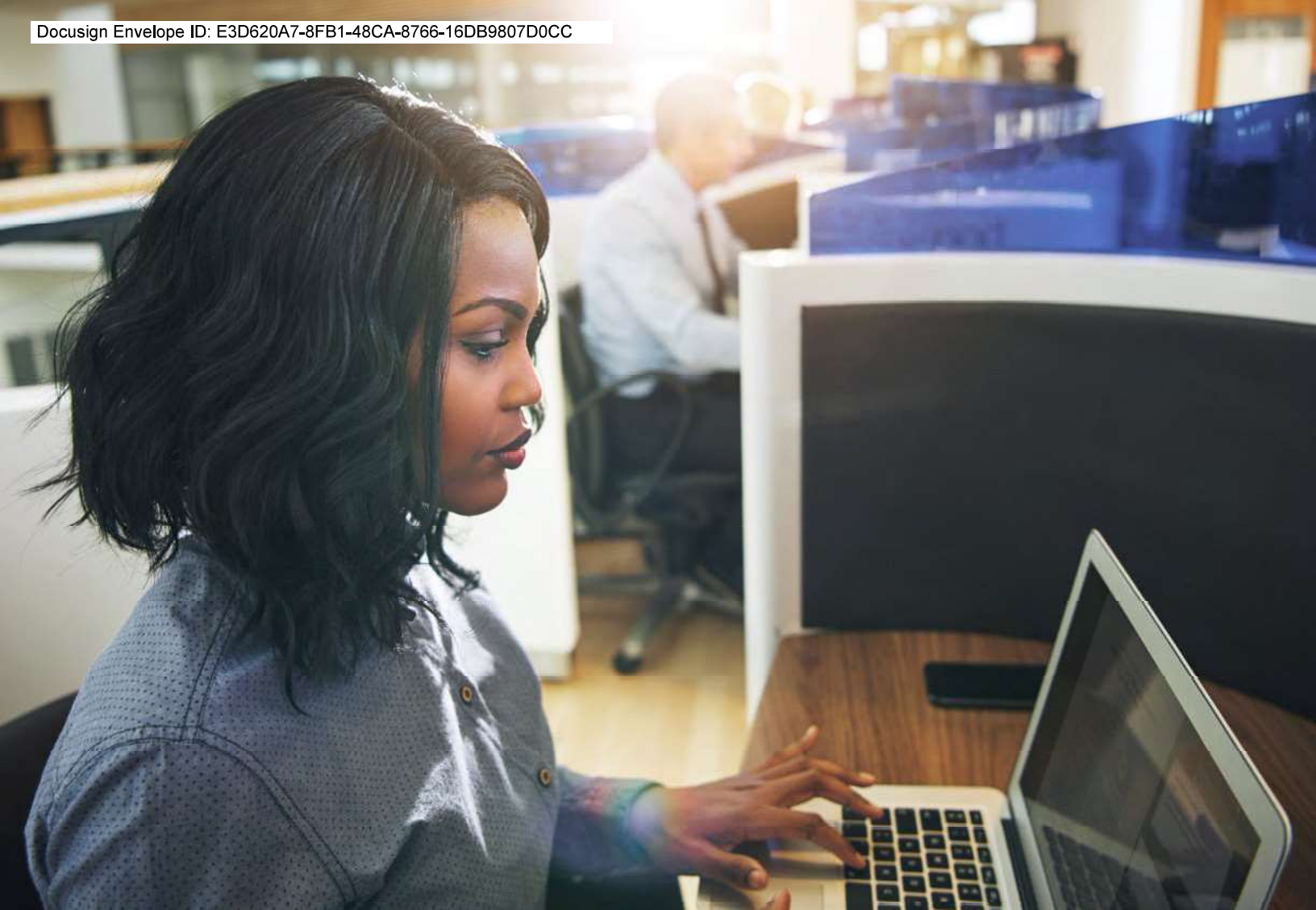
PRODUCT	PRO-RATED SUBSCRIPTION (April 14 – Sept 20)	QUANTITY	TOTAL PRICE
ACT Workkeys Curriculum: All WorkKeys Aligned Courses with Essential Skills courses Sites include: <ul style="list-style-type: none"> Poudre Global Academy Poudre Community Academy Fort Collins H.S Poudre H.S Fossil Ridge H.S 	Full annual license \$2500/year per site <ul style="list-style-type: none"> \$417.00 \$417.00 \$417.00 \$417.00 \$417.00 	1 1 1 1 1	\$417.00 \$417.00 \$417.00 \$417.00 \$417.00
SubTotal			\$2,085.00
Total			\$2,085.00

Thank you for your interest in our education solutions. If you have any questions, or need additional information, please do not hesitate to contact me at 785-640-2007, or by email at: kim.rasmussen@act.org.

Regards,
Kim

Kim Rasmussen
ACT Account Executive KS, ND, CO
500 ACT Dr. | Iowa City, Iowa 52243-0168
mobile 785.640.2007
kim.rasmussen@act.org | www.ACT.org

This Quote is not a contract or invoice. It is provided for informational purposes only, does not constitute an offer, expires on the date set forth in the Quote, and may be reinstated after expiration only by written confirmation of ACT. Stenographic and clerical errors are subject to correction. Any order or purchase of the products or services set forth in this Quote shall be subject to execution of a written agreement between ACT and Customer. Any terms proposed by Customer in response to this Quote are rejected unless otherwise set forth in the written agreement between the parties.



ACT[®] WorkKeys[®]
Curriculum

COURSES



PROBLEM:

Individuals are entering the workforce without the skills employers need.



SOLUTION:

ACT® WorkKeys® Curriculum, a solid first step toward closing skills gaps and improving workforce quality.

The ACT® WorkKeys® Curriculum is a proven tool for helping individuals acquire skills critical to workplace success—and represents the more than 25 years of hard work we’ve put into understanding and improving career readiness.

Benefits for All

The curriculum is easy to implement and can be accessed from any computer, tablet, or mobile device with a browser that supports HTML5. No apps to install. No plugins necessary. It’s that simple.

Also, an ACT WorkKeys Curriculum site license for your institution provides you with unlimited access to the curriculum. That means that as you serve more learners, your per person cost actually decreases.

Gain the ACT WorkKeys Curriculum Advantage

Boost job skills, enable greater individual success, and deliver a highly productive workforce with ACT career curriculum options. **Learn more at act.org/workkeys-curriculum.**

WorkKeys NCRC Aligned Courses

The **ACT WorkKeys Curriculum** is the only curriculum built from the ground up to align with the ACT® WorkKeys® National Career Readiness Certificate® (NCRC®) Assessments. These courses are convenient, personalized, and help build career-relevant skills. To earn the NCRC, candidates must successfully complete WorkKeys assessments in Applied Math, Graphic Literacy, and Workplace Documents.



APPLIED MATH

LEVEL 1

- Introduction
- Counting
- Numbers & Sequences
- Addition
- Subtraction
- Multiplication
- Division

LEVEL 2

- Introduction
- Word Problems
- Money
- Time
- Measurement
- Fractions, Percentages, & Decimals
- Level 1 & 2 Quiz

LEVEL 3

- Introduction
- Using Addition in the Workplace
- Using Subtraction in the Workplace
- Adding & Subtracting Negative Numbers in the Workplace
- Multiplying in the Workplace
- Dividing in the Workplace
- Using Fractions in the Workplace
- Converting Units in the Workplace
- Quiz

LEVEL 4

- Introduction
- Using Fractions & Decimals
- Multiplying Mixed & Whole Numbers
- Using Rates, Ratios, & Proportions
- Calculating Averages in the Workplace
- Quiz

LEVEL 5

- Introduction
- Fractions with Unlike Denominators
- Calculating Percentages
- Converting Units
- Finding Geometric Measurements
- Quiz

LEVEL 6

- Introduction
- Calculating Rates
- Calculating Percentage Change
- Converting Units
- Geometric Calculations
- Finding Mistakes & Deals
- Quiz

LEVEL 7

- Introduction
- Advanced Ratios, Rates, & Proportions
- Complex Geometric Measurements
- Converting Units of Measurement
- Applied Mathematical Reasoning
- Basic Statistical Concepts
- Quiz

WorkKeys NCRC Aligned Courses (Cont.)



GRAPHIC LITERACY

LEVEL 1

- Introduction
- Graph Words
- Graph Symbols
- Putting Things in Order
- Basic Graphs
- Following Directions
- Reading Graphs

LEVEL 2

- Introduction
- Order of Graphs
- Types of Graphs
- Tools Used in Graphs
- Creating Graphs
- Using Different Graphs
- Purpose of Graphs
- Level 1 & 2 Quiz

LEVEL 3

- Introduction
- Finding Information in Tables
- Reading Simple Charts & Graphs
- Reading & Using Forms
- Reading Simple Gauges
- Simple Diagrams
- Reading Simple Flowcharts
- Quiz

LEVEL 4

- Introduction
- Understanding Tables
- Interpreting Charts & Graphs
- Understanding Dashboards
- Identifying Trends
- Quiz

LEVEL 5

- Introduction
- Scatter Plots
- Combination Charts & Graphs with Secondary Y-Axis
- Complex Diagrams
- Choosing Effective & Accurate Graphics
- Real-World Decisions with Graphics
- Quiz

LEVEL 6

- Introduction
- Interpreting Graphs with a Secondary Y-Axis
- Uncommon Charts & Graphs
- Real-World Decisions with Graphics
- Interpreting & Comparing Trends
- Quiz

LEVEL 7

- Introduction
- Making Decisions with Complex Maps & Diagrams
- Analyzing Financial Data in Graphs
- Interpreting Trends & Making Predictions
- Quiz



WORKPLACE DOCUMENTS

LEVEL 1

- Introduction
- Visual Comprehension
- Sequencing Skills
- Alphabetical Ordering
- Spelling
- Building Vocabulary

LEVEL 2

- Introduction
- Identifying Sentence Parts-Nouns
- Identifying Sentence Parts-Verbs
- Word Forms
- Following Directions & Instructions
- Common Abbreviations
- Personal Information
- Text Comprehension
- Level 1 & 2 Quiz

LEVEL 3

- Introduction
- Reading Emails, Memos, & Policies
- Finding the Main Idea in a Text
- Identifying Key Details
- Following Instructions
- Quiz

LEVEL 4

- Introduction
- Identifying the Main Idea & Key Details
- Following Instructions
- Learning New Vocabulary from Context
- Quiz

LEVEL 5

- Introduction
- Using Documents to Make Decisions
- Acronyms, Jargon, & Technical Terms
- Reading Contracts & Legal Documents
- Quiz

LEVEL 6

- Introduction
- Understanding the Reasoning & Principles Behind a Text
- Inferring Details & Reading Between the Lines
- Unfamiliar Jargon & Technical Terms
- Quiz

LEVEL 7

- Introduction
- Defining Jargon & Other Difficult Words
- Inferring the Principles Behind a Policy or Regulation
- Drawing Conclusions & Making Decisions from Incomplete Information
- Quiz

WorkKeys Aligned Courses

Beyond courses that align with the WorkKeys NCRC Assessments, WorkKeys-Aligned Courses prepare individuals to take the other WorkKeys assessments—Applied Technology, Business Writing, and Workplace Observation—and take their professional development even further.



APPLIED TECHNOLOGY

- What Is Problem Solving?
- Problem-Solving Methods
- Compartmentalizing
- Common Concepts
- Other Problem-Solving Models



APPLIED TECHNOLOGY ELECTRICITY

UP TO LEVEL 3

- Introduction
- Voltage & Current
- Resistors
- Circuits & Switches
- Capacitors
- Inductors
- Series & Parallel Circuits
- Circuit Breakers
- Multimeters
- Troubleshooting Exercises
- Quiz

LEVEL 4

- Introduction
- Magnets & Electricity
- Alternating & Three-Phase Current
- Transformers
- Motors & Generators
- Ohm's Law
- Grounding & GFCIs
- Lighting Types
- Relays & Solenoids
- Troubleshooting Exercises
- Quiz

LEVEL 5

- Introduction
- Digital Circuits
- Printers
- Photocopying
- Computers
- Information Storage Devices
- Troubleshooting Exercises
- Quiz

LEVEL 6

- Introduction
- Thermocouples & Thermostats
- Analog/Digital Converters
- Electronic Scales
- Light Sensors & Emitters
- Solar Cells
- Troubleshooting Exercises
- Quiz



APPLIED TECHNOLOGY FLUID DYNAMICS

UP TO LEVEL 3

- Introduction
- Pressure & Flow
- Flotation
- Pipes & Valves
- Pumps
- Troubleshooting Exercises
- Quiz

LEVEL 4

- Introduction
- Gases & Pressure
- Vacuum
- Compression Heating
- Troubleshooting Exercises
- Quiz

LEVEL 5

- Introduction
- Piping Problems
- Flow Measurement Devices
- Mixing & Turbulence
- Troubleshooting Exercises
- Quiz

LEVEL 6

- Introduction
- Hydraulic Cylinders
- Piping Systems
- Troubleshooting Exercises
- Quiz



APPLIED TECHNOLOGY MECHANICS

UP TO LEVEL 3

- Introduction
- Force & Pressure
- Friction & Inertia
- Planes & Levers
- Torque & Gears
- Wheels & Pulleys
- Springs & Stored Energy
- Troubleshooting Exercises
- Quiz

LEVEL 4

- Introduction
- Screws
- Acceleration
- Rotation
- Center of Gravity
- Troubleshooting Exercises
- Quiz

LEVEL 5

- Introduction
- Bearings
- Lubrication
- Conveyors
- Sound & Vibration
- Troubleshooting Exercises
- Quiz

LEVEL 6

- Introduction
- Gas Engines
- Alternative Power
- Hybrid Engines
- Troubleshooting Exercises
- Quiz

WorkKeys Aligned Courses (Cont.)



APPLIED TECHNOLOGY THERMODYNAMICS

UP TO LEVEL 3

- Introduction
- Temperature & Heat
- Conduction
- Thermal Expansion
- Convection
- Radiation
- Troubleshooting Exercises
- Quiz

LEVEL 4

- Introduction
- Melting & Freezing
- Evaporation & Condensation
- Boiling
- Refrigeration
- Troubleshooting Exercises
- Quiz

LEVEL 5

- Introduction
- Heat Exchangers
- Ovens & Furnaces
- Boilers
- Troubleshooting Exercises
- Quiz

LEVEL 6

- Introduction
- Cooling Towers
- Solar Heating Systems
- Troubleshooting Exercises
- Quiz



BUSINESS WRITING

LEVEL 1

- Introduction
- Sentence Structure
- Nouns
- Verbs
- Punctuation
- Spelling
- Developing Ideas
- Organizing Ideas
- Writing Exercises
- Practice Problems
- Quiz

LEVEL 2

- Introduction
- Sentence Structure
- Describing Words
- Punctuation & Spelling
- Organization
- Proofreading
- Writing Practice
- Developing Ideas
- Writing Strategy & Outlining
- Writing Exercises
- Practice Problems
- Quiz

LEVEL 3

- Introduction
- Sentence Structure
- Nouns & Verbs
- Punctuation
- Organization
- Developing Ideas
- Organizing Ideas
- Writing Exercises
- Practice Problems
- Quiz

LEVEL 4

- Introduction
- Grammar & Punctuation
- Vocabulary
- Organization
- Developing Ideas
- Organizing Ideas
- Writing Style
- Writing Exercises
- Practice Problems
- Quiz

LEVEL 5

- Introduction
- Sentence Structure
- Parts of Speech: Building Blocks
- Parts of Speech: Describing Words
- Punctuation & Capitalization
- Organization
- Proofreading
- Persuasive Writing I
- Persuasive Writing II
- Writing Exercises
- Practice Problems
- Quiz



WORKPLACE OBSERVATION

LEVEL 1

- Introduction
- Preparing to Observe
- Recognizing Main Ideas
- Memory & Visualization
- Procedure Steps
- Quiz

LEVEL 2

- Introduction
- Paying Attention to Details
- Memory Skills
- Sequencing Skills
- Conditions in Procedures
- Workplace Observation Exercises
- Quiz

LEVEL 3

- Introduction
- Interpreting What You Observe
- Details & Differences
- Multiple Conditions
- Memory Skills
- Workplace Observation Exercises
- Quiz

LEVEL 4

- Introduction
- Underlying Principles
- Cause-Effect Relationships
- Complex Procedures
- Drawing Conclusions
- Workplace Observation Exercises
- Quiz

WorkKeys Aligned Courses (Cont.)

LEVEL 5

- Introduction
- Details, Differences, & Distractions
- Evaluating Processes
- Predicting Outcomes
- Workplace Observation Exercises
- Quiz

Essential Skills Courses

Developing technical skills is crucial for on-the-job success, but the ACT curriculum goes further by addressing life and employability skills and tools. It's all part of our dedication to help develop a person holistically, not just technically.



WORKING in TEAMS

TEAMWORK—Part 1

- Introduction to Teamwork 1
- Team Membership
- Team Mission & Goals
- Building Team Relationships
- Participating in Team Meetings
- Effective Communication 1
- Teamwork Exercises
- Quiz

TEAMWORK—Part 2

- Introduction to Teamwork 2
- Effective Communication 2
- Team Types
- Problem Solving/Decision Making
- Managing Team Conflict
- Teamwork Exercises
- Quiz



INTERPERSONAL & BUSINESS COMMUNICATION

BUSINESS

- Effective Business Communications
- Email & Phone Communications
- Participating in Meetings
- Internet & Social Media
- Problem Solving & Negotiation
- Making Effective Presentations
- Communicating Across Cultures
- Quiz

INTERPERSONAL

- The Communication Process
- Presenting Yourself to Others
- Active Listening
- Nonverbal Communication
- Communication Barriers
- Handling Conflict
- Quiz



WORK DISCIPLINE

TIME MANAGEMENT

- Introduction to Time Management
- Organizing & Planning
- Setting & Managing Priorities
- Overcoming Procrastination
- Managing Tasks & Projects
- Quiz

SELF-MANAGEMENT

- Introduction to Self-Management
- Setting & Achieving Goals
- Balancing Work & Personal Responsibilities
- Managing Emotions & Behavior
- Coping with Stress & Change
- Quiz

Essential Skills Courses (Cont.)

EMPLOYER EXPECTATIONS

- Behavioral Expectations
- Personal Presentation
- Following Rules & Procedures
- Fitting in at Work
- Behaving Ethically
- Counterproductive Work Behaviors
- Quiz

JOB PERFORMANCE FACTORS

- Introduction
- Attitude & Job Performance
- Being Responsible & Dependable
- Initiative & Perseverance
- Flexibility & Adaptability
- Learning & Skill Development
- Quiz



CUSTOMER SERVICE

- Customer Service Basics
- Serving Customers in Person
- Serving Customers by Phone
- Serving Customers Online
- Handling & Resolving Complaints
- Dealing with Difficult Customers
- Service Excellence
- Quiz



PROBLEM SOLVING & CRITICAL THINKING

- What Is Problem Solving?
- Thinking Critically
- Problem-Solving Strategies
- The Problem-Solving Process
- Negotiating to Solve Problems
- Quiz



FINANCIAL AWARENESS

CHECKING & SAVINGS ACCOUNTS

- Introduction to Checking & Savings Accounts
- Checking Account Basics
- Managing a Checking Account
- Managing a Savings Account
- Online Banking
- Quiz

BUDGETING

- Introduction to Budgeting
- Calculating Household Income
- Creating a Budget
- Managing Your Budget
- Spending & Saving
- Quiz

CREDIT CARDS & LOANS

- Introduction to Credit Cards & Loans
- Credit Basics
- Understanding Credit Cards
- Understanding Loans
- Managing Your Credit
- Repairing Your Credit
- Quiz

INSURANCE

- Introduction to Insurance
- Automobile Insurance
- Homeowner's & Renter's Insurance
- Health Insurance
- Life Insurance
- Quiz

FINANCIAL PLANNING & INVESTING

- Introduction to Financial Planning
- Creating a Financial Plan
- Understanding Savings Accounts
- Investing Basics
- Understanding Investments
- Saving & Investing for Retirement
- Quiz

ACT WorkKeys Curriculum

HOLISTIC DEVELOPMENT FOR WHERE THE WORLD IS GOING



ACT WorkKeys Curriculum is anchored by research on foundational skills that impact job performance across the United States. Together, the NCRC Aligned Courses, WorkKeys Aligned Courses, and Essential Skills Courses help individuals achieve foundational career readiness, as well as the confidence needed to succeed in today's workforce.

As workplace demands evolve and employees work harder to separate themselves from the crowd, it's vital for individuals to have holistic training that focuses on development from all angles—not just some. ACT WorkKeys Curriculum is the only product that does just that.

“Students have responded very positively to the look of the new ACT WorkKeys Curriculum and its graphics, and our instructors are appreciative of the relationship we have with ACT and their willingness to listen, improve, and ensure supportive classroom implementation of the curriculum.”

— **Evelyn Sisco**, The Orchard Foundation, Alexandria, LA



act.org/workforce

**ASSESSMENT SERVICES AGREEMENT
BETWEEN ACT, INC.
AND POUDRE SCHOOL DISTRICT R-1**

This Assessment Services Agreement (“Agreement”) is effective as of the 8th day of September 2021, by and between Poudre School District R-1 (“District”) and ACT, Inc. (“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 the date first set above and continue through, and including September 20, 2022, unless earlier terminated as provided herein. The Agreement, at the option of the District, may be extended for up to four (4) additional one-year term upon a separate written Agreement.

1.2. Notwithstanding any other term or provision of this Agreement, the District’s obligations hereunder are expressly subject to its budgeting and appropriation of sufficient funds for each fiscal year (July 1 - June 30) an Agreement is in effect. In no event, shall the District’s obligations in an Agreement constitute a multiple-fiscal year direct or indirect debt or other financial obligation under Article X, Section 20(4)(b) of the Colorado Constitution.

1.3. Notwithstanding the planned term of an Agreement and/or any extensions thereof as provided in section 1.1 and 1.2 above, the District may terminate an Agreement at any time in its sole discretion for any reason, with or without cause, upon written notice served on the Contractor no less than thirty (30) days prior to the date of termination. In the event of such early termination by the District, the Contractor shall be paid up to the date of termination for services performed under and in accordance with this Agreement.

2. Deliverables and Purchase Price.

2.1. The Contractor shall make its individual assessments and credentials for measures of cognitive foundational workplace skills for use in the District’s Schools, in accordance with the scope of work set forth in the attached Exhibit A (hereinafter the “Services”).

2.2. District schools shall request a quote from Contractor, reflecting the costs set forth in Exhibit A, issuance of a purchase order to Contractor implies acceptance of amount due.

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

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

2.4. Additional District schools may utilize this Agreement under all terms and conditions specified and upon execution of Contractor's quote through the submission of a District purchase order for fees.

2.5. 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.

2.6. 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 2.7 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 Contractor's web-based system under this Agreement requires 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 and 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 as outlined in Contractor's ACT Informational Security Program Framework, attached as Exhibit B 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 *et seq.* 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 Agreement, Contractor may access, view, collect, generate and/or use confidential student records and information only under the following terms and conditions: (a) except as provided in section 6.2 below, 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; however should a student choose to activate a MyWorkKeys account, the student may receive communications regarding other ACT products and services, and the District shall be responsible for obtaining parent/guardian consent for student use MyWorkKeys accounts for all students that use the Services; (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 Agreement and pursuant to the ACT Privacy Policy, attached and incorporated herein as Exhibit C; and (d) except as provided in section 6.6.1 below, at the conclusion of the term of the Agreement the Contractor shall initiate the process to 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, as prescribed.

6.1.1. The District shall obtain permission for all students that use of Services for the retention of student data to ACT's Privacy Policy for a period of eighty (80) years, from parents/guardians or students of legal age. from parents/guardians or students of legal age. Students of legal age may request the deletion of data prior to the expiration of the ACT retention period by submitting a request directly to the Contractor.

6.2. Contractor may to the extent necessary to perform its obligations under the Agreement disclose confidential student records and information to subcontractors as identified

in Exhibit D (“Subcontractors”) pursuant to written subcontracts specifying the purpose of the disclosure and providing that: (a) Subcontractors shall not disclose confidential student records and information, in whole or in part, to any other party; (b) Subcontractors shall not use any confidential student records or information to advertise or market to students or their parents/guardians; (c) Subcontractors shall access, view, collect, generate and use confidential student records and information only to the extent necessary to assist Contractor in performing its obligations under the Agreement; and (d) at the conclusion of their work under their subcontracts Subcontractors shall, as directed by the District through the Contractor, either securely destroy all confidential student records and information in their possession, custody or control, or return such confidential student records and information to the District.

6.3. Contractor and Subcontractors 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 the Contractor or Subcontractors re-identify or attempt to re-identify any de-identified confidential student records and information.

6.4. Contractor and Subcontractors shall promptly furnish to the District upon request all confidential student records and information they have collected and/or generated 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 *et seq.* (“CORA”). The District, not the Contractor or Subcontractors, shall respond to all parent/guardian and eligible student requests to inspect and review records, data and other information.

7. **School Service Contract Provider.** To the extent applicable, Contractor may be defined as a “school service contract provider” under the Colorado Student Data Transparency and Security Act (the “Act”). 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. To the extent Contractor is a school service contract provider under the Act, the Contractor has provided the following information attached Exhibit D: (a) the data elements of confidential student records and information that Contractor collects under the Agreement, 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 or Subcontractors fail 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 and any one or more of Subcontractors from future contracts and subcontracts with the District. Excluding any data breach, the District may allow an opportunity to cure a breach within thirty (30) days of written notice.

9. **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

ACT, Inc.
Attn: General Counsel
PO Box 168
Iowa City, IA 52243
Email: contract.services@act.org

10. **General Provisions.**

10.1. **No Assignment.** Except with respect to its affiliates or a successor entity that may result from corporate merger, 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.

10.2. **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.

10.3. **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 in the same manner and with the same formality as was done for this Agreement.

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

10.5. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado.

10.6. **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. Specified coverage and amounts may

be provided by a combination of a primary policy plus an umbrella or following form excess policy. If not otherwise required by law, lower amounts may be acceptable upon review and written approval by the District's Director of Records and Risk Management. 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 as soon as reasonably practical following the expiration of any required insurance that expires during the term of this Agreement. All communication regarding insurance and certificates of insurance shall be sent to:

Poudre School District
Attn: Risk Manager
2407 LaPorte Avenue
Fort Collins, CO 80521
Email: risk@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 or change of coverage. The insurance requirements specified in this section 10.6, shall not reduce the indemnification liability that Contractor has assumed in section 10.7 below.

Commercial General Liability

- a. Each Occurrence Bodily Injury & Property Damage \$2,000,000
- b. Personal/Advertising Injury \$2,000,000
- c. Products/Completed Operations Aggregate \$2,000,000
- d. General Aggregate \$3,000,000
- 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.

Technology Errors & Omissions Liability including Network Security and Privacy Liability

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

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 Provider'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.

10.7. **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. Nothing in this section 10.7 or otherwise in this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions, of the Colorado Constitution or the Colorado Governmental Immunity Act, CRS §24-10-101 et seq., as amended.

10.8. **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 Governmental Immunity Act, C.R.S. §§ 24-10-101 *et seq.*, as now or hereafter amended.

10.9. **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.

10.10. **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.

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

10.12. **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.

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

10.14. **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.

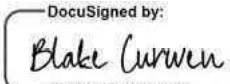
10.15. **Signatures.** This Agreement may be executed and delivered via portable document format (pdf), and the pdf signature of any party shall be considered valid, binding, effective and an original for all purposes.

10.16. **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.

ACT, INC.

POUDRE SCHOOL DISTRICT R-1

By:  B21CAE5161004E6

Name: Blake Curwen
Title: Vice President, Client Relations
9/6/2021

By: 

R. David Montoya
Executive Director of Finance

By: 

Robert Beauchamp
Director of Curriculum, Instruction and
Assessment

By: 

Sarah Belleau
Director of Integrated Services

Exhibit A

**ACT® WorkKeys® Curriculum
Poudre School District
Description of Services
2021-2022 School Year**

This Description of Services is incorporated into the **Assessment Service Agreement** ("Agreement") having an Effective Date of _____, **2021**, by and between ACT, Inc. ("ACT") and **Poudre School District R-1** ("Customer"). This Description of Services shall be incorporated into and governed by the terms of the Agreement.

- I. Background.** ACT will support Customer in its use of ACT WorkKeys Curriculum ("Products and Services"). ACT WorkKeys Curriculum is an online tool for the purpose of skill remediation for, and training of job seekers and employees including courses such as "Applied Math," "Graphic Literacy" and "Workplace Documents." ACT WorkKeys Curriculum is not intended as a high-stakes assessment or as a replacement for the WorkKeys National Career Readiness Certificate assessments. This Description of Services encompasses a Customer-sponsored delivery of ACT WorkKeys Curriculum to Customer's Authorized Users at Customer's Participating Locations. "Participating Locations" means the designated school, campus, Customer facilities or other identified training or administrative locations which Customer authorizes to use the Products and Services, and for which a license fee has been paid to ACT.
- L. Term:** The term of this Description of Services shall be from **7/1/2021** to **9/20/2022**.
- L. Services.** The following Products and Services will be provided by ACT to Customer:
1. **WorkKeys Curriculum Platform.** ACT will provide an online platform which Customer may utilize to access the ACT WorkKeys Curriculum. Each Participating Location designated by Customer will receive a license to access the Products and Services through the Platform, for an unlimited number of Authorized Users. Each Participating Location can administer their use of the Product through the Platform. Each Participating Location will be responsible for providing Platform access to its Authorized Users. ACT will coordinate the issuance of access credentials through a Customer point of contact ("Customer designated personnel").
 2. **Accommodations.** ACT will provide available accommodations to Authorized Users with disabilities and English learners (EL).
 3. **Training.** ACT will provide standard Administration Resources and training materials via a website and the Platform.
 4. **Communications.** ACT will communicate upcoming activities and applicable deadlines directly to Customer's designated personnel via a website and routine email reminders.
 5. **Customer Service.** ACT will provide toll-free numbers and email contact information for Customers to use to contact ACT for support with ACT WorkKeys Curriculum, Monday through Friday, from 7:00 a.m. to 7:00 p.m. CST (except ACT designated holidays).
- IV. Customer Actions and Required Information.** Customer shall provide the information, data or deliverables ("Customer Required Information") listed in the paragraphs below to ACT. ACT's ability to provide the Products and Services is dependent upon timely receipt of the Customer Required Information.
1. **Participating Locations.** Customer's designated personnel must provide ACT with the file containing eligible Participating Locations in the ACT-designated file format, by the date agreed upon with ACT.
 2. **Administrator.** Customer's designated personnel must appoint, or assume the role of, a primary administrator who shall have the sole authority to set up additional accounts and distribute passwords to Authorized Users at Participating Locations.
 3. **System Requirements.** Customer's designated personnel is responsible for verifying that Customer's Participating Locations and Authorized Users access the Products and Services using browsers that meet the minimum system requirements published by ACT. The current system requirements are available at <http://www.act.org/content/act/en/products-and-services/workkeys-for-educators/curriculum.html> (and may be updated from time to time).
 4. **Administration.** Customer's designated personnel and Authorized Users must use the Products and Services in conformance with its related manuals as published and updated from time to time.
 5. **Access.** Customer's designated personnel must control the use of the Products and Services and ensure that only Authorized Users are provided access. Authorized Users are Customer-authorized students, employees, or similar constituents of the Customer who are (a) attending, (b) employed at, or (c) physically utilizing ACT WorkKeys Curriculum with the Participating Location.
 6. **Compliance.** Customer's designated personnel must comply with all other terms and conditions of the Agreement.

7. **Selection.** Customer's designated personnel are responsibility for the selection and use of the Products and Services to achieve Customer's intended purpose.

- V. **Fees and Invoicing.** Customer shall pay ACT, when due, all fees owed ACT for the Products and Services provided pursuant to this Description of Services according to the table below, for the Products and Services provided to Customer.

Product	Unit Price - per site per year
ACT Workkeys Curriculum: WorkKeys NCRC Aligned Courses Only — all courses aligned with the ACT Workkeys National Career Readiness Certificate: Quick Guide and Levels 1 – 7 of Applied Mathematics, Graphic Literacy, and Workplace Documents	\$1,500

VI. **ACT WorkKeys Curriculum Additional Terms and Conditions.**

1. **Restrictions.** Except as expressly permitted herein, Customer may not (a) use the Products and Services for any other purpose, (b) assign, license, sell, resell, distribute, loan, lease, or otherwise transfer any Products and Services or any related materials in whole or in part, (c) authorize or allow a third party to use any Products and Services, (d) copy, or allow anyone else to copy, in whole or in part, any Products and Services, (e) modify, reverse engineer, decompile, or disassemble any Products and Services, or (f) store any Products and Services at any location other than the Authorized Location(s).
2. **Maintenance.** The Products and Services are subject to recurring maintenance windows, and occasionally unscheduled maintenance, during which servers may be taken offline. ACT shall not be responsible for any damages or costs incurred by Customer, if any, for such downtime.
3. **Updates and Modifications.** The Products and Services may be modified or updated from time to time at ACT's sole discretion. ACT shall make such modification and updates available to Customer as they are developed; provided however, that ACT reserves the right to the extent that such modifications or updates require revised computer configuration, Customer shall provide such hardware or software that meets the revised computer configuration requirements for the updated Products and Services within the time frame set forth in a written (or electronic) notice from ACT detailing the time frame of such modification or update and the revised computer configuration requirements. ACT reserves the right to charge a fee for any new functionalities available through the revised Products and Services.
4. **U.S. Government Licenses.** Products and Services are "commercial items," as that term is defined in 48 C.F.R. 2.101 (Oct. 1995), consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212 (Sept. 1995). Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4 (June 1995), all U.S. Government End Users acquire only those limited rights in and to the Products and Services as are set forth herein.
5. **Computer Requirements.** Customer acknowledges and agrees that the computer configuration requirements are required to properly access and use the Products and Services and that ACT shall have no liability for matters relating to the failure to comply with these computer requirements. ACT may revise these configuration requirements from time to time in its sole discretion.
6. **Use of Third Parties.** In the event that a third party is listed among the Participating Location(s) ("Third Party"), the Customer enters into this Agreement on its own behalf and on behalf of the Third Party. The Customer represents and warrants that it has the authority to bind the Third Party to this Agreement and that such Third Party is hereby bound by the terms and conditions of this Agreement as if it were the Customer. The Customer agrees that it shall be jointly and severally liable for all obligations of the Third Party.

By signing below or by the use of electronic signature(s), the parties' authorized representatives hereby indicate their authority to execute, and acceptance of the terms and conditions of this Description of Services, incorporated into the Agreement.

ACT, Inc.

DocuSigned by:

 Name: Blake Curwen
 Title: Vice President, Client Relations
 Date: 9/6/2021

Poudre School District

Name: _____
 Title: _____
 Date: _____

**ACT WorkKeys®
Paper and Online
Poudre School District
Description of Services
2021-2022 School Year**

This Description of Services is incorporated into the **Assessment Services Agreement** ("Agreement") having an Effective Date of _____, **2021**, by and between ACT, Inc. ("ACT") and **Poudre School District R-1** ("Customer"). This Description of Services shall be incorporated into and governed by the terms of the Agreement.

- I. Background.** ACT, Inc. will support the Customer in administering ACT WorkKeys assessments to its Eligible Examinees. Under this Agreement, "ACT WorkKeys" is used to refer to online and paper-based assessments that include Graphic Literacy, Applied Math, and Workplace Documents ("Qualifying Assessments") available in English and Spanish, for which an Eligible Examinee may earn a national Career Readiness Certificate ("NCRC") credential upon successfully meeting the NCRC requirements determined by ACT. ACT also provides access to additional assessments including Applied Technology, Business Writing, Workplace Observation, Fit, and Talent. . This Description of Services governs the Customer-sponsored ACT WorkKeys assessment administration and delivery of all ACT WorkKeys data and reports (the "Program"). After earning the ACT NCRC, examinees may set up an online account at myworkkeys.com that enables employers to verify the examinee credentials. The WorkKeys Testing Program and all assessments and services are further detailed on the following Website: <https://www.act.org/content/act/en/products-and-services/workkeys-for-educators/assessments.html>.
- II. Term:** The term of this Description of Services shall be from **7/1/2021** to **9/20/2022**.
- III. Services. The following Assessments and Services will be provided by ACT to Customer:**
 1. **Ordering Platform.** ACT will provide an online ordering platform which Customer may use to order ACT WorkKeys Test Materials.
 2. **Test Administration Available Dates.** Customer may administer the ACT WorkKeys assessments which are generally available twenty-four hours a day, seven days a week except for maintenance windows or unexpected down-times.
 3. **Test Materials.** ACT will ship ACT WorkKeys test materials for paper testing to the contact and shipping address provided by the Customer in the online ordering platform. For online testing, as applicable, ACT will provide access to an online testing platform, and a test realm for each Designated Test Site.
 4. **Pre-paid Shipping Labels.** ACT will provide each Designated Test Site with pre-paid return shipping labels for the return of test materials.
 5. **Accommodations.** ACT will provide Eligible Examinees and English learners (EL) with available accessibility supports and accommodations, based on decisions by the local educational authorities. Designated personnel may order accommodated materials through the online ordering platform. The available accessibility supports, and accommodations are available on ACT's website, or upon request to the ACT operational contact.
 6. **Training.** ACT will provide standard online training and/or instructional materials to Customer's designated personnel.
 7. **Communications.** ACT will communicate upcoming activities and deadlines related to the assessments directly to Customer's designated personnel.
 8. **Customer Service.** ACT will provide toll-free numbers and email contact information for use in preparation and administration of ACT WorkKeys, Monday through Friday, from 7:00 a.m. to 7:00 p.m. CST (except ACT holidays).
 9. **Paper Testing Score Reports.** ACT will make the following reports available for Customers in the online reports portal for paper testing, and shall be available approximately ten business days after receipt of answer documents from Customer:
 - ☐ Individual Summary Score Report (to be provided to the examinee)
 - ☐ Summary Score Report
 - ☐ Roster Score Report
 - ☐ Additional reports available in the online reports portal
 10. **Online Testing Score Reports.** ACT will make the following reports available for Customers in the online reports portal for online testing, and shall be available approximately two business days after completion of each online assessment:
 - ☐ Instant Score Report
 - ☐ Individual Summary Score Report
 - ☐ Summary Score Report
 - ☐ Export Examinees Report
 - ☐ Data Export Report
 - ☐ Individual Score Reports (by Group)
 - ☐ Individual Score Reports (by Examinee)

- ☐ Roster Score Report
- ☐ Individual Score vs. Profile Report
- ☐ Group vs. Profile Report
- ☐ Registered to Test Report
- ☐ Test Usage Report
- ☐ Invoice Report Paper Based Testing
- ☐ Certificate Data Export
- ☐ Test Data Export
- ☐ Certificates by Certificate ID
- ☐ Certificates by Testing Location

11. RegiSTAR. ACT will provide Customer access to the RegiSTAR system to view examinee assessment scores and certificates and generate reports based on the data. The date by which the data will be available will be two business days for online assessments or ten business days for paper assessments.
12. National Career Readiness Certificates (NCRC). ACT will provide certificates to those Eligible Examinees who qualify for the National Career Readiness Certificate. The Certificates may be accessed by the Customer and Eligible Examinees by the following methods:
 - ☐ Eligible Examinees may print their own certificates at no cost through the online portal
 - ☐ The Customer can print the certificates at no cost through the online portal
 - ☐ The Customer may request ACT to print and ship the certificates at the cost memorialized in the Fee Schedule

IV. Customer Actions and Required Information. Customer shall provide the following information, data or deliverables ("Customer Required Information") to ACT. ACT's ability to provide the Assessments and Services is dependent upon timely receipt of the Customer Required Information. Customer's failure to provide the required information may result in ACT's inability to provide the Assessments and Services.

1. Authorized Customer Locations. The Customer must provide ACT with the file containing Customer's authorized participating locations in the ACT-designated file format. ACT will complete set up of the Customer's authorized participating locations within twenty (20) business days of receipt of Customer's Required Information.

V. Fees and Invoicing.

- a. Fee Calculation. ACT will invoice Customer the Unit Price for the Assessments and Services provided per examinee indicated on the table below for the total number of answer documents processed or online assessments launched by the Customer's examinees during the prior month. Any additional or optional services requested by Customer will be invoiced by ACT at the rates set forth in the table below, for the applicable Assessment Option at the applicable Price. The table includes ACT's unit rates and fees applicable through August 31, 2022. After August 31, 2022, ACT will charge Customer for Assessments and Services provided according to ACT's standard unit rates in effect as of the date the fee is incurred. ACT may revise its fee schedule annually after the below unit rates expire.

ACT WorkKeys Assessments and Services	Educational or Government Entity Unit Rate
Applied Math*	\$12.00
Graphic Literacy*	\$12.00
Workplace Documents*	\$12.00

- b. Invoicing and Payment. ACT will submit an invoice to Customer monthly for all tests administered during the prior month. Invoicing is determined by the number of answer documents processed or online assessments launched for the WorkKeys assessments. If an examinee starts any one of the tests, the fee for the assessment shall be charged to Customer.

VI. ACT WorkKeys Additional Terms and Conditions.

- a. Grant and Scope of License. Subject to the terms and conditions of this Agreement, ACT hereby grants to the Customer a revocable, non-exclusive, and non-transferable license during the Term of this Agreement to (a) access the Assessments and Services for the purpose of assessing the Eligible Examinees, (b) administer the Assessments to the Eligible Examinees, (c) resell the Assessments to Eligible Examinees (as applicable), and (d) use the ACT Materials in connection with the authorized administration of the Assessments. Customer may administer the Assessments at Authorized Customer Locations or sites of its own choosing that provide for a proper assessment environment (as set forth in the Administration Manuals), provided that the System Materials are stored and secured at the Authorized Customer Location(s) when they are not being administered, and provided that the Customer abides by the terms and conditions set forth in this Agreement. ACT must receive any applicable site participation list (listing Authorized Customer Locations) before testing can occur at Customer's Authorized Customer Locations.
- b. Ownership of Materials. ACT owns or has license rights in the Assessments and Services, including all testing materials, documentation, related materials, and all intellectual property rights therein (collectively, the "ACT Materials"), and the trademarks "ACT," "ACT WorkKeys Curriculum," "NCRC," "National Career Readiness Certificate," and "WorkKeys". Except as specifically granted in this Agreement, Customer does not acquire any right, title, or interest in or to the ACT Materials or ACT owned trademarks. Customer shall not copy, modify, enhance, reverse engineer, or make any addition to the ACT Materials. The ACT Materials are licensed, not sold. Customer may not sell or otherwise transfer the ACT Materials to any other person, provided however that Customer may provide the Assessments and Services to Eligible Examinees and its personnel solely for testing and interpretation purposes. ACT trademarks may not be used without written consent, and any authorized Use of ACT trademarks is governed by ACT's Trademark Use Guidelines.
- c. Testing Procedures. Customer shall fully cooperate and shall cause those individuals involved in the administration of or preparation for the Assessments ("Administration Staff"), to fully cooperate with ACT in the event of a test security incident. Customer acknowledges that its failure to maintain the confidentiality of the ACT Materials will result in damages to act and may require ACT to develop a replacement form. ACT may, in its sole and absolute discretion, cancel scores in cases of testing irregularities, which may include without limitation, use of a compromised test form, falsification by an examinee of his/her identity, impersonation of another examinee (surrogate testing), unusual similarities in the answers of examinees at the same test center, or other indicators that the test scores may not accurately reflect the examinee's level of educational development.
- d. Maintenance. ACT has established recurring maintenance windows during which ACT may take down servers and conduct routine maintenance checks. ACT publishes the times of the maintenance windows periodically. ACT also reserves the right to provide unscheduled maintenance periodically. ACT shall not be responsible for any damages or costs incurred by Customer, if any, for such down time.
- e. Updates and Modifications. The Assessments and Services may be modified or updated from time to time at ACT's sole discretion. ACT shall make such modification and updates available to Customer as they are developed; provided however, that (1) ACT reserves the right to charge a fee for the new functionalities available through the Assessments and Services; and (2) to the extent that such modifications or updates require revised computer configuration, Customer shall provide such hardware or software that meets the revised computer configuration requirements for the updated Assessments within the time frame set forth in a written (or electronic) notice from ACT detailing the time frame of such modification or update and the revised computer configuration requirements. Customer's use of outdated versions of ACT WorkKeys shall be deemed a default of this Agreement.
- f. U.S. Government End Users. The online components of the Assessments and Services are "commercial items," as that term is defined in 48 C.F.R. 2.101 (Oct. 1995), consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212 (Sept. 1995). Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4 (June 1995), all U.S. Government End Users acquire the Assessments and Services with only those rights set forth herein.
- g. Computer Requirements. Customer acknowledges and agrees that the computer configuration requirements located at <http://www.act.org/content/act/en/products-and-services/workkeys-for-educators/assessments/administration/technical.html> are required to properly access some components of the Assessments and that ACT shall have no liability for matters relating to the

failure to comply with these computer requirements. ACT may revise these configuration requirements from time to time in its sole discretion.


- h. Use of Third Parties. In the event that a third party is listed among the Authorized Customer Location(s) ("Third Party"), the Customer enters into this Agreement on its own behalf and on behalf of the Third Party. The Customer represents and warrants that it has the authority to bind the Third Party to this Agreement and that such Third Party is hereby bound by the terms and conditions of this Agreement as if it were the Customer. The Customer agrees that it shall be jointly and severally liable for all obligations of the Third Party.
- i. WorkKeys Online. ACT establishes a Testing Realm in the testing platform for new customers. Any returning Customer will maintain any previously established testing realm which will be used for WorkKeys assessments within of this Agreement. ACT is unable to move testing data if the incorrect testing realm is chosen.
- j. Privacy. The Customer may have access to the assessment and certificate information related to the assessments administered at the Authorized Customer Locations, and Authorized Customer Locations may have access to assessment and certificate information related to the assessments delivered at their sites. However, ACT reserves the right to withhold personally identifiable information and institutionally identifiable information in accordance with ACT's Privacy Policy (available at www.act.org/privacy) as it may be amended from time to time, and other legal and contractual requirements. ACT's current Privacy Policy permits the sharing of personally identifiable information of a participant of ACT's assessments, programs or services to (1) the individual that is the subject of such information, and others that the individual chooses or authorizes ACT to provide the personally identifiable information, (2) others that pay for such individual to take the Assessment or receive a certificate, and (3) others who provide services to ACT or as necessary to deliver ACT's assessments, programs and services to such individual. If Customer is not among the persons permitted to receive personally or institutionally identifiable information under ACT's Privacy Policy or other legal or contractual requirements, Customer may not be able to view personally or institutionally identifiable information.
- k. National Career Readiness Certificates. The following terms apply in the event ACT provides NCRC services:
 - a. Establishing the ACT RegiSTAR Access. If applicable, an ACT RegiSTAR account containing assessment and certificate information regarding the performance of the Eligible Examinees on the Qualifying Assessments will be provided to the Customer. Subject to any applicable privacy restrictions, Customer will also be able to retrieve an electronic file containing the login names of the Eligible Examinees and their related passwords which will allow such examinees to release their certificate information electronically.
 - b. Match Criteria. ACT requires that certain identification information match and be included on all qualifying test records before those records form the basis for a credential. This process is important to ensure that qualifying scores are attributed to the correct examinee. If multiple test administrations are considered, the information must be identical on all records in the identification match fields. The five critical fields are: First Name; Last Name; Month of Birth; Day of Birth; Examinee ID.
 - c. Dissemination of Username and Passwords. Each Eligible Examinee that has provided ACT a valid email address in accordance with ACT's instructions will receive an email from ACT providing them with their individual username and password. Subject to the privacy restrictions set forth in the Agreement, Customer may also access an electronic file containing such information from the ACT RegiSTAR account.
 - d. Certificate Details. Standard Certificates (English or Spanish). The ACT WorkKeys National Career Readiness Certificate shall appear identical to the sample provided at <http://www.act.org/certificate/guidelines.html>. ACT reserves the sole right to change the ACT WorkKeys National Career Readiness Certificate requirements, content, data elements, and/or the "look and feel" of the certificate in its sole discretion, at any time.
 - e. Co-Branded ACT WorkKeys National Career Readiness Certificate. If applicable, ACT will create Co-Branded Certificates for customers using a pre-defined template that can incorporate specific image and text additions that the Customer can provide to ACT. ACT will provide a proof of the Co-Branded Certificate to the Customer for approval. After Customer approval, ACT will load this template to the RegiSTAR system and it will become the default template used to either generate PDF's through the RegiSTAR system reports, or for printed certificate orders from ACT. The Co-Branded Certificate template, ACT NCRC Guidelines, requirements, content, data elements, and/or the "look and feel" of the certificate (the "Co-Branding Requirements") may be modified by ACT, at any time in its sole discretion. The parties will work together on the Co-Branded Certificate, but the ultimate design will be determined by ACT in its sole discretion. Any violation of this section by Customer may result in immediate termination and/or any other remedies available under law.
 - f. Certificate Sweep and Printing. Any sweep, or data sweep, is the process wherein test score data is collected. In RegiSTAR, sweeps are scheduled and occur automatically. Data collected during sweeps is stored in the RegiSTAR system and is used in the creation of NCRCs. Any sweep for certificates pursuant to this Agreement will include information for all Eligible Examinees who tested at the Authorized Customer Locations that are part of the account created for the Customer, during the term of the Agreement. Customer may print certificates. If Customer requests ACT to print certificates for additional fees, ACT will print and ship the certificates to the address(es) provided by the Customer.
 - g. Secure Assessment Environment. Certificates will only be issued if the Qualifying Assessments used by an Eligible Examinee to achieve a Credential Level were administered to that individual under a proctored, secure environment.

- h. Certificate Contents. The Credential Level (Platinum, Gold, Silver, or Bronze) will be displayed on the certificate. The certificate will contain the ACT WorkKeys National Career Readiness Certificate registration number and issue date on the face of the certificate

By signing below or by the use of electronic signature(s), the parties' authorized representatives hereby indicate their authority to execute, and acceptance of the terms and conditions of this Description of Services, incorporated into the Agreement.

ACT, Inc.

Account Name

DocuSigned by:

B21CAE5161004F6...

Name: Blake Curwen

Title: Vice President, Client Relations

Date: 9/6/2021

Poudre School District

Name:

Title:

Date: _____

Exhibit B

ACT Information Security Framework

ACT's Information Security program framework is based on the widely recognized ISO/IEC 27000 standard. This framework, and the underlying controls, was selected because it covers a range of information security categories that comprehensively matches the broad perspective that ACT takes in safeguarding information assets. As such, ACT maintains sensitive data in a manner that safeguards all confidential data.

The categories covered by the ISO/IEC 27000 framework and brief statements of their importance to ACT are:

Information Security Program Management: This is overseen by the Information Security Officer at ACT. The Information Security Officer has responsibility for providing guidance and direction to the organization to ensure compliance with all relevant security-related regulations and requirements. The program itself is designed to cover all security domains identified in the ISO 27001 standards and provides comprehensive oversight for Information Security at ACT.

Information Security Risk Management: ACT uses the CIS Risk Assessment Methodology (CIS RAM) for identification, management, and mitigation of information security risks. ACT periodically performs a NIST 800-37 Risk Assessment which complies with FISMA security requirements for risk management.

Information Security Policies and Standards: ACT established an Information Security policy to set direction and emphasize the importance of safeguarding information and data assets. Additional supporting policies, standards and procedures have been developed to communicate requirements.

Information and Technology Compliance: The systems that store, maintain and process information are designed to protect data security through all lifecycle stages. The security considerations surrounding ACT's systems include measures such as encryption, system security requirements, and logging and monitoring to verify systems are operating within expected parameters.

Business Continuity and Disaster Recovery: ACT maintains a Business Continuity program designed to provide assurance that critical business operations will be maintained in the event of a disruption. An essential part of the program includes a cycle of planning, testing and updating. Disaster Recovery activities are informed by the criticality of systems and recovery times established by the business owners.

Security Training and Awareness: At ACT, Information Security is everyone's responsibility. All employees take part in annual Information Security awareness training on topics covered in the Information Security policy. Additionally, ACT has individuals within the organization who are responsible for the management, coordination and implementation of specific Information Security objectives and who receive additional Information Security Training.

Identity and Access Management: ACT addresses data integrity and confidentiality through policies and procedures that limit access to individuals who have a business need to know the information and that verify the individual's identity. Access to ACT systems and data require authorization from the appropriate system owner. Active Directory, file permissions and VPN (Virtual Private Network) remote access is administered by an Identity and Access management team who are part of the Information Security organization. Multi-Factor Authentication (MFA) is required for access to critical systems.

Security Incident Response: Planning for how to handle information security incidents is a critical component of ACT's Information Security program. Formal policy guidance outlines response procedures, notification protocols, and escalation procedures. Forensics are performed at the direction of the Information Security Officer. ACT will follow the incident response notification process as identified in the contract.

Information Security Monitoring: ACT's Security Event Logging and Monitoring standard provides the governing principles that ensure information security events are logged and appropriate action is

taken to investigate any suspicious activity. Additionally, ACT works with independent third-parties to provide assessment feedback.

Vulnerability and Threat Management: ACT has several mechanisms in place to identify vulnerabilities on networks, servers, and desktops. Monthly vulnerability scanning is performed by a qualified ASV (Approved Scanning Vendor). ACT has always maintained a "compliant" status in accordance with PCI-DSS (Data Security Standards) requirements. In addition to the scans performed for PCI compliance, ACT has a suite of vulnerability scanning tools which are coordinated with a log management and event monitoring tool to provide reporting and alerting.

Boundary Defense: ACT utilizes multiple intrusion protection and intrusion detection strategies, tools, processes and devices to look for unusual attack mechanisms and detect compromise of these systems. Network-based IDS sensors are deployed on Internet and extranet DMZ systems and networks which provide alerting and procedures for review and response. Procedures include security review and approval of changes to configurations and semi-annual firewall rule review and restrictions to deny communications with or limit data flow to known malicious IP addresses.

Endpoint Defenses: A variety of tools are utilized to ensure that a secure environment is maintained at the end-user device level. This includes segmentation within the ACT network, anti-virus programs and data-loss prevention programs. VPN is required for all remote access to the ACT network. Wireless access on the ACT campus requires authentication credentials and continuous scanning for rogue access points is performed.

Physical Security: Maintaining security on the premises where information assets reside is often considered the first line of defense in Information Security. ACT has implemented several security measures to ensure physical locations and equipment used to house data are protected, including card-key access to all facilities and camera monitoring at all entry points.

Exhibit C

ACT Privacy Policy

Main Notice

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Scope of this Notice

At ACT, Inc. ("ACT," "we," "us") we recognize the importance of protecting the privacy of your personally identifying information.

This Notice explains how ACT collects, uses, maintains, and shares your information when you:

- Visit ACT **websites** that reference or link to this Privacy Notice (collectively, the "Site");
- Provide your personally identifying information to us through use of the Site; and
- Register for and participate in ACT's assessments, programs, and services (collectively, "Products" or "ACT Products"). Some Products have privacy practices that differ from the Main Notice. Please carefully review the Products Addendum (/content/act/en/privacy-policy.html#products) to understand those Product-specific practices.

Please note that when your information is shared with others as described in this notice, it may be subject to the additional privacy terms of those third-parties with whom the information is shared.

Main Notice

Information ACT Collects

Personally identifying information is information that can identify you, or that could be used in combination with other available data to identify you, such as your name, address, and date of birth. Personally identifying information does not include anonymized, aggregate, or statistical information. In connection with registration for or use of ACT's Products, and based on your relationship with us, you may be asked to provide, or ACT may receive from others, certain personally identifying information as described below. In connection with collecting this information, ACT will indicate which information is mandatory and which information is optional. If you do not provide mandatory personally identifying information, such as name, address and date of birth, you may not be able to use, access or benefit from ACT's Products.

Personally Identifying Information Provided by You

- **Use of ACT Products.** When you register for or use an ACT Product, we ask you to provide certain personally identifying information, including your name, home address, email address, telephone number, date of birth, gender, race, ethnicity, citizenship status, year of high school graduation or equivalent, religious affiliation, whether you are right- or left-handed, grade in school, high school academic information, intended college major and occupational choice, college plans, extracurricular plans, and your background, credit card information, photograph, disability, and biometric data. (Please refer to the Products Addendum for additional information about collection of your personally identifying information for certain products).
 - **International:** If you are taking an assessment outside the United States, some of the information ACT requests could be classified in your home country as sensitive or special personally identifying information or sensitive information according to your country's data protection laws. This may include your age, gender, biometric data, race, ethnicity, health data such as a physical or learning disability, credit card information, and/or information related to your background, including political and religious organizations.
- **Site visitors.** When you visit the Site, ACT may collect and store your internet protocol address. Additionally, if you request materials or information from ACT, we may ask you to provide a variety of personally identifying information, including your name, job title, address, email address, and birth date, as well as an explanation of your need for the requested materials or information. If you are purchasing a Product, ACT may ask for your credit card information.
- **Test Security.** During administration of a secure ACT assessment, you may be asked to provide a variety of personally identifying information, including your name and photo identification, and your test session may be captured by video and/or audio to ensure test security.

- **Suppliers of services and goods to ACT.** If you are a supplier of services or goods to ACT, such as a test proctor, ACT may request a variety of personally identifying information, including your name, address, email address, telephone number, tax identification number, date of birth, and bank account information.
- **Job applicants.** If you are applying for employment with ACT, we will request a variety of personally identifying information, including your name, address, email address, work and education history, and other information necessary to evaluate your application.

Personally Identifying Information Provided by Other Sources

- **Schools, school districts, and educational institutions.** When you use an ACT Product through your school or educational institution, ACT may receive personally identifying information from that school or educational institution, including your name, home address, email address, telephone number, date of birth, gender, race, ethnicity, citizenship status, year of high school graduation or equivalent, religious affiliation, whether you are right- or left-handed, grade in school, high school academic information, disability, and biometric data. (Please refer to the Products Addendum for additional information about collection of your personally identifying information for certain products).
- **Automated means.** ACT uses the following automated means to collect personally identifying information about you:
 - **Cookies.** Cookies are small text files that a website can send to a user's browser and store on the user's hard drive. Cookies can make your use of the Site easier by saving user information such as status and preferences. You may refuse to accept browser cookies by activating the appropriate setting on your browser. However, if you select this setting you may be unable to access certain parts of the Site. Unless you have adjusted your browser setting so that it will refuse cookies, ACT will issue cookies when you use your browser to visit the Site.
 - **Web Beacons.** The Site also uses Web beacons, which are small strings of code that deliver a graphic image on a Web page or in an email message for the purpose of transferring data. ACT may use Web beacons to count users who have visited a page or opened an email, or for other similar website statistics (for example, recording the popularity of certain website content and verifying system and server integrity). You can disable Web beacons from capturing information by blocking cookies.
 - **Third-party Analytics Services.** The Site uses third-party service providers for analytics purposes. These providers collect information about you and report website trends that may be linked to you. These providers use their own cookies to track site visitor interactions. ACT does not control the cookies used by these third-party service providers and their use may be governed by the service providers' own privacy policies. These service providers create reports for ACT that contain aggregate information about visitor interactions with ACT's website, in order to help ACT improve the website. To learn more about your choices regarding online tracking, please visit these sites: <http://www.aboutads.info/choices/> (<http://www.aboutads.info/choices/>); <https://www.usa.gov/optout-instructions> (<https://www.usa.gov/optout-instructions>).
 - **Tracking Technologies.** ACT.org and MyACT.org conduct conversion tracking with other websites, such as Twitter and Facebook, to track your interaction with ACT advertisements on those websites. We also target ACT's advertisements on social media websites. This means that after visiting ACT.org and MyACT.org, if you later log into, for example, Facebook or Twitter, an ACT advertisement may appear. To learn more about your choices regarding online tracking, please visit these sites: <http://www.aboutads.info/choices/> (<http://www.aboutads.info/choices/>); <https://www.usa.gov/optout-instructions> (<https://www.usa.gov/optout-instructions>).
 - The Site does not respond to Do Not Track signals.

Non-personally Identifying Information Collected by ACT

- **Non-personally Identifying Information** is information that does not identify you. In addition to collecting personally identifying information by Automated Means (explained above), ACT may also use automated means to collect anonymized technical and internet data, such as your browser type, the date and time you access the Site, which web pages on the Site you visited, your referring website Uniform Resource Locator (URL), how long you spent on each page of the Site, your operating system, and your screen settings. This information can be used by ACT to administer and improve the Site, enhance security, and inform statistical analyses.

How ACT Uses Personally Identifying Information

Personally identifying information collected by ACT may be used to:

- Administer, review, or improve ACT's Products and communicate with you about the same;
- Process a request for an ACT Product and communicate with you about the same;
- Maintain your account, verify your identity, process payments, and collect debts you owe us;
- Administer, review or improve the Site;
- Invite you to participate in surveys consistent with ACT's mission, including surveys about ACT Products;
- Provide you with marketing information about ACT Products or special offers from ACT;
- Comply with and enforce applicable legal requirements;
- Investigate, prevent, act on, or respond to suspected or actual test security or score validity concerns;
- Conduct internal research and analysis, including to inform public policy and advocacy; provided that if such research is published or reported, for example to educational institutions, state agencies, or businesses, this use only includes personally identifying information that ACT maintains in an aggregate or de-identified form, such that it constitutes non-personally identifying information.

Please refer to the [Products Addendum \(/content/act/en/privacy-policy.html#products\)](/content/act/en/privacy-policy.html#products) to understand how ACT uses personally identifying information in a manner that differs from the above for certain Products.

Marketing

ACT uses your personally identifying information to contact you regarding ACT Products. If you receive a marketing email from ACT, you will be provided instructions on how to opt out of receiving further marketing communications by email. If you opt-out of receiving marketing communications, you will still receive transactional communications by email about your use of ACT Products, for example, confirmation of your registration and receipt of your scores.

Information Sharing and Disclosure

It is important and consistent with ACT's mission to share information with those who can provide educational or career opportunities to you or who have another legitimate purpose to use your information. ACT will not sell your personally identifying information without your express consent, and will only disclose personally identifying information as set forth below and as described in the [Product Addendum \(/content/act/en/privacy-policy.html#products\)](/content/act/en/privacy-policy.html#products) for certain Products.

ACT may disclose personally identifying information as follows:

- **EOS.** ACT's Educational Opportunity Service ("EOS") is an optional program that provides you with information from colleges, universities, financial aid and scholarship agencies, government agencies, and organizations that offer educational, community involvement, extracurricular, and career opportunities, products and services (Participating Organizations). When you opt-in to EOS, ACT may share your personally identifying information with The National Research Center for College & University Admissions

("NRCCUA"), who may provide that information to Participating Organizations who may then pay for the information and contact you about opportunities. The information shared includes your name, home address, email address, date of birth, gender, race, ethnicity, year of high school graduation or equivalent, religious affiliation, grade in school, high school academic information, intended college major and occupational choice. In addition, any information you choose to provide in the Student Profile Section, which contains questions that can be reviewed at [www.myactprofile.com \(/content/act/en/myact-profile.html\)](http://www.myactprofile.com (/content/act/en/myact-profile.html)), as well as your ACT test score range (not your specific scores but a range they fall within) may be disclosed to Participating Organizations and used to identify candidates for opportunities. Personally identifiable information shared through the EOS program is also subject to NRCCUA's privacy policy, which may be reviewed here: <https://myoptions.org/privacy-policy/> (<https://myoptions.org/privacy-policy/>). All EOS Participating Organizations have agreed to use your information only for the purpose of sharing information about their programs. If you previously opted-in to the EOS program but now wish to opt-out, you may do so by visiting: [https://www.act.org/content/act/en/products-and-services/the-act/opting-out-of-eos.html \(/content/act/en/products-and-services/the-act/opting-out-of-eos.html\)](https://www.act.org/content/act/en/products-and-services/the-act/opting-out-of-eos.html (/content/act/en/products-and-services/the-act/opting-out-of-eos.html)) (California law (Civil Code Section § 1798.83) permits residents of California that use the Site to opt-out of sharing the of their information with other organizations for those organizations' marketing purposes, which can be done using this link.)

- **Test Security.** As necessary to investigate, prevent, act on, or respond to suspected or actual test security or score validity concerns.
- **Educational Institutions.** To schools, school districts, state entities and/or their agents or representatives for educational, research, and reporting purposes.
- **Others.** To others who pay for you to use ACT Products or who receive certificates of achievement or credentials you may have earned by using ACT Products.
- **Parents.** To parents or legal guardians of minors under the age of 18.
- **Government Agencies.** To certain state and federal scholarship and recognition programs and agencies, as further described in the Terms and Conditions you agree to in connection with using ACT Products.
- **Third Party Researchers.** To certain third-party researchers conducting research consistent with ACT's mission. Researchers who receive any personally identifying information are required to protect the confidentiality and security of the information.
- **Subsidiaries and Affiliates.** To our subsidiaries and affiliates.
- **An Acquirer.** To another company that acquires ACT or its assets, at which point that company will have responsibility for your personally identifying information, as described in this Privacy Notice.
- **Third Party Service Providers.** To third parties providing services to ACT or as necessary to deliver ACT Products. This includes information needed to verify an individual's identity or for security purposes.
- **Legal Compliance.** As required by law, for subpoena or other legal processes, and as necessary to investigate, act on, or prevent suspected or actual illegal activities, fraud, or potential threats to personal safety.

International – Onward Transfer of Personally Identifying Information

If you use ACT Products or request information about ACT Products outside of the United States, your personally identifying information may be transferred outside of your home country to the United States, either to ACT or a third-party service provider, and will be subject to use and disclosure under the laws of the United States. It may also be accessible to law enforcement and national security authorities in the United States.

Links and Websites

The Site may contain links to websites that are not affiliated with ACT. ACT does not control the privacy policies or practices of those websites and you should review the privacy policy of any such website before providing any information through that website. ACT is not responsible for the content or practices of any websites that are not affiliated with ACT and provides links on the Site solely for the convenience and information of Site visitors.

Choice

ACT strives to give you choices about our use of your personally identifying information. As a user of the Site and of ACT Products, you decide whether to provide your personally identifying information to us. However, if you do not provide certain required information, you may not be able to complete online transactions or access and use certain ACT Products. ACT will indicate which information is mandatory and which information is optional.

Access, Correction, and Deletion of Personally Identifying Information

You can review and change your personal information by visiting your account profile page. Additionally, you can update your contact information (address, email address and/or telephone number), by contacting ACT Customer Service at [1-800-498-6065](tel:1-800-498-6065) (tel:1-800-498-6065) or customerservices@act.org (mailto:customerservices@act.org).

Depending on your country, state, or locality of residence you may have additional rights regarding your personally identifying information. These rights may include the right to request deletion of some or all of your personally identifying information, the right to request access to or correct your personally identifying information, the right to withdraw your consent to our use of your personally identifying information, the right to request restrictions on how we use or share your personally identifying information, or the right to lodge a complaint with your local supervisory authority. For requests of this type, please contact ACT's Chief Data Privacy Officer listed below.

ACT will seek to meet requests to delete personally identifying information unless it is required to be retained for example for contractual or other legal reasons as described in this Privacy Notice. Please be aware that all assessment scores are maintained by ACT indefinitely and closing your account does not delete your assessment scores.

ACT, Inc.
Attn: Chief Data Privacy Officer
500 ACT Drive
P.O. Box 168
Iowa City, IA 52243-0168
DPO@act.org (mailto:DPO@act.org).

Retention of Information

ACT will retain your information for as long as is necessary to fulfill any of the uses identified in this Privacy Notice or to comply with applicable legal obligations.

Security and Confidentiality

Protecting personally identifying information by using reasonable administrative, physical and technical safeguards is important to ACT. For example, we use secure sockets layer (SSL) transmission, which is a protocol for establishing a secure connection for transmitting your personally identifying information. ACT also

has other security protocols and measures in place to protect your personally identifying information from unauthorized access, alteration, and unlawful disclosure. When ACT disposes of personally identifying information, we take reasonable measures to protect against unauthorized access to the information.

The safety and security of your personally identifying information also depends on you. Where we have given you (or where you have chosen) a password to access certain parts of the Site, you are responsible for keeping this password confidential. We ask you not to share your password with anyone and urge you to be careful about giving out information in public areas of the Site like message boards. The information you share in public areas may be viewed by any user of the Site.

Unfortunately, the transmission of information via the internet is not completely secure. Although we do our best to protect your personal information, we cannot guarantee the security of your personal information transmitted to our Website. Any transmission of personal information is at your own risk. ACT is not responsible for circumvention of any privacy settings or security measures contained on the Site.

Digital Millennium Copyright Act (DMCA)

ACT respects the rights of copyright holders and complies with the Digital Millennium Copyright Act (DMCA) and other applicable copyright laws. We also expect users to respect the rights of copyright holders when using ACT Products and the Site. Uses that infringe the intellectual property rights of others violate ACT's terms of use.

Making or distributing unauthorized copies of a copyrighted work may infringe on the copyright holder's rights. If a copyright holder notifies us about unauthorized reproduction and/or distribution of copyrighted works, we reserve the right to disable access to the identified works promptly. We also reserve the right to disable the accounts of repeat infringers in appropriate circumstances. For more information please visit the [ACT DMCA Page](#).

Changes to this Notice

ACT reserves the right to modify this Privacy Notice at any time. If ACT makes material changes to this Privacy Notice, the changes will be posted on this Site to alert you.

Products Addendum

This Products Addendum supplements the Main Notice and sets forth terms that add to or differ from the Main Notice for certain ACT Products. In the event of any inconsistency between this Products Addendum and the Main Notice, this Products Addendum will control with respect to the subject matter discussed in it.

Talent Search: ACT and PreACT Assessments

ACT offers the ACT test and PreACT to individuals, including children under 13, through talent search organizations. If you take the ACT test or PreACT in connection with a talent search organization's services, the information you provide is subject to the terms of the Main Notice, including the sections "[Information ACT Collects](#)," "[How ACT Uses Personally Identifying Information](#)," and "[Information Sharing and Disclosure](#)." ACT does not sell personally identifying information in connection with the ACT test or PreACT offered through a talent search organization. The personally identifiable information you provide to the talent search organization is also subject to the talent search organization's privacy policy.

PreACT 8/9

ACT offers the PreACT® 8/9 to individuals, including children under 13, through schools or education institutions. The information provided in connection with taking the PreACT 8/9 assessment is subject to the terms of the Main Notice, including the sections [“Information ACT Collects,”](#) [“How ACT Uses Personally Identifying Information,”](#) and [“Information Sharing and Disclosure.”](#) For students under 13, ACT does not sell personally identifying information collected in connection with the PreACT 8/9. For students 13 and older, ACT will not sell personally identifying information collected in connection with PreACT 8/9 without your explicit consent.

ACT Aspire

Information Collected by ACT

ACT offers the ACT Aspire® program to schools, school districts, and educational institutions. These schools, school districts, and educational institutions register their students to take ACT Aspire assessments. In connection with this registration, ACT may receive personally identifying information of participating students, including children under 13. This personally identifying information includes name, date of birth, gender, race, ethnicity, and grade in school. In addition, students who take ACT Aspire assessments may be asked about their background, including family income and background, English language proficiency, living situation, and educational services received from their school.

How ACT Uses Personally Identifying Information

Personally identifying information collected as part of the ACT Aspire program may be used to:

- Administer, review or improve the ACT Aspire program;
- Administer, review, or improve the Site;
- Conduct internal research and analysis, including to inform public policy and advocacy; provided that if such research is published or reported, for example to educational institutions, state agencies or businesses, this use only includes personally identifying information that ACT maintains in an aggregate or de-identified form, such that it constitutes non-personally identifying information.
- Comply with and enforce applicable legal requirements.

Information Sharing

The personally identifying information collected as part of the ACT Aspire program generally will not be provided to a third party without the consent of the individual (or, in the case of an individual under age 18, the consent of a parent or legal guardian). However, ACT may share personally identifying information as follows, and as allowed by applicable laws:

- ACT may provide personally identifying information to a state agency, school district, or school, where that party has paid the fee for the individual to take the ACT Aspire assessment, including linking ACT Aspire information with information relating to other ACT programs such as the ACT assessment.
- If the individual is under 18 years of age, ACT may provide personally identifying information to the individual's parent or guardian, who may direct us to release the information to third parties. If the individual is 18 years of age or older, ACT may provide personally identifying information to the individual, who may direct us to release the information to third parties.
- At the request of a school or other organization qualified to receive data as described above, and in the discretion of ACT and its subsidiaries and affiliates, ACT may choose to release data, including personally identifying information, to third parties providing data analysis, research, or administrative or educational support services to such school or organization. In these cases, the service provider must provide a written description of the services it provides to the school or organization and sign a confidentiality agreement.

- ACT may contract with third parties to perform services on its behalf, which may include processing personally identifying information. These third parties are contractually required to maintain the confidentiality of the personally identifying information and are restricted from using it for any purposes other than performance of the contracted services.
- ACT may provide personally identifying information as required or allowed by operation of law, or to protect the health and safety of its customers or others.
- ACT may authorize vendors or subcontractors to use de-identified and aggregate data for other purposes, such as research. Personally identifying information will not be included in any de-identified or aggregate data sets.

ACT Learning Products

ACT provides the following Learning products through schools, districts, and educational institutions:

- **Mosaic™ by ACT®: Comprehensive Learning Solution**
 - Adaptive Academic Learning
 - ScootPad™ Powered by ACT®
 - Social and Emotional Learning
 - ACT® Mawi™ Learning
 - ACT® Tessera
 - Digital Learning Library
 - Knovation Learning content collection
 - ACT Learning Object Repository (LOR)
 - icurio powered by ACT®
 - netTrekker® powered by ACT®
- **ACT SkillSuite™ (SkillAuthor, SkillMapper)**
- **SimplyAdaptive powered by ACT®**

Information Collected by ACT for Learning Products provided through schools, districts, and educational institutions

ACT offers the above products to schools, school districts, and educational institutions, who register their students to use these product(s). In connection with this registration ACT may receive personally identifying information, including from children under 13. This personally identifying information includes name, age, class, and school attended. Once participating students are registered, ACT maintains personally identifying information such as lessons, projects, and score reports, in connection with a student's registered account.

How ACT Uses Personally Identifying Information for Learning Products provided through schools, districts, and educational institutions

ACT uses personally identifying information received and collected in connection with the above ACT products solely to provide, evaluate or improve the products and services to the school, school district, or educational institution. ACT may also use this information in accordance with the written agreement between ACT and the school, school district, or educational institution.

Information Sharing for Learning Products provided through schools, districts, and educational institutions

The personally identifying information collected as part of the above ACT products generally will not be provided to a third party without the consent of the individual (or, in the case of an individual under age 18, the consent of a parent or legal guardian).

However, ACT may share personally identifying information as follows, and as allowed by applicable laws:

- ACT may provide personally identifying information to a state agency, school district, or school, where that party has contracted with ACT to provide the above ACT Products.
- If the individual is under 18 years of age, ACT may provide personally identifying information to the individual's parent or guardian, who may direct us to release the information to third parties. If the individual is 18 years of age or older, ACT may provide personally identifying information to the individual, who may direct us to release the information to third parties.
- At the request of a school or other organization qualified to receive data as described above, and in the discretion of ACT and its subsidiaries and affiliates, ACT may choose to release data, including personally identifying information, to third parties providing data analysis, research, or administrative or educational support services to such school or organization. In these cases, the service provider must provide a written description of the services it provides to the school or organization and sign a confidentiality agreement.
- ACT may contract with third parties to perform services on its behalf, which may include processing personally identifying information. These third parties are contractually required to maintain the confidentiality of the personally identifying information and are restricted from using it for any purpose other than performance of the contracted services.
- ACT may provide personally identifying information as required or allowed by operation of law, or to protect the health and safety of its customers or others.
- ACT may authorize vendors or subcontractors to use de-identified and aggregate data for other purposes, such as research. Personally identifying information will not be included in any de-identified or aggregate data sets.

ACT provides the following Learning products directly to customers:

- **Mosaic by ACT: Comprehensive Learning Solution**
 - Digital Learning Library
 - iCurio powered by ACT®
 - netTrekker® powered by ACT®
- **SimplyAdaptive**

Information Collected by ACT for Learning Products provided directly to customers

ACT offers the above products directly to customers and may receive personally identifying information, including from children under 13, in connection with registration for and/or use of these products. This personally identifying information includes, in the case of SimplyAdaptive, the name and email address of the parent or guardian registering for the account, and in the case of iCurio and NetTracker powered by ACT, a username and password. Once registered, ACT maintains information such as lessons, projects, and score reports, in connection with a registered account.

How ACT Uses Personally Identifying Information for Learning Products provided directly to customers

ACT uses personally identifying information received and collected in connection with the above ACT products solely to provide, evaluate or improve the products.

Information Sharing for Learning Products provided directly to customers

The personally identifying information collected as part of the above ACT products generally will not be provided to a third party without the consent of the individual (or, in the case of an individual under age 13, the consent of a parent or legal guardian).

However, ACT may share personally identifying information as follows, and as allowed by applicable laws:

- If the individual is under 13 years of age, ACT may provide personally identifying information to the individual's parent or guardian, who may direct us to release the information to third parties. If the individual is 13 years of age or older, ACT may provide personally identifying information to the individual, who may direct us to release the information to third parties.
- ACT may contract with third parties to perform services on its behalf, which may include processing personally identifying information. These third parties are contractually required to maintain the confidentiality of the personally identifying information and are restricted from using it for any purpose other than performance of the contracted services.
- ACT may provide personally identifying information as required or allowed by operation of law, or to protect the health and safety of its customers or others.
- ACT may authorize vendors or subcontractors to use de-identified and aggregate data for other purposes, such as research. Personally identifying information will not be included in any de-identified or aggregate data sets.

WorkKeys

Information Collected by ACT

ACT offers WorkKeys® to individuals through their school or education institution and through workforce organizations and businesses.

Personally Identifying Information provided by you: When you take WorkKeys assessments we ask you to provide certain personally identifying information, including your name, home address, telephone number, date of birth, gender, race, ethnicity, current or highest level of education, grade in school, high school academic information, educational status and programs or training you are attending, intended occupational choice, whether English is the language in which you communicate best, and your background, photograph, and biometric data.

Personally Identifying Information provided by others: When you take WorkKeys assessments through a school, district, educational organization, workforce organization or business, ACT may receive your personally identifying information from that entity, including your name, home address, telephone number, date of birth, gender, race, ethnicity, current or highest level of education, grade in school, high school academic information, educational status and programs or training you are attending, intended occupational choice, whether English is the language in which you communicate best, and your background, photograph, and biometric data.

How ACT Uses Personally Identifying Information

ACT uses personally identifying information collected as part of the WorkKeys program as described in the "[How ACT Uses Personally Identifying Information](#)" section of the Main Notice.

Information Sharing

ACT shares personally identifying information collected as part of the WorkKeys program as described in the "[Information Sharing and Disclosure](#)" section of the Main Notice.

WorkKeys Curriculum

Information Collected by ACT

ACT offers WorkKeys® Curriculum to individuals through their school or education institution and through workforce organizations and businesses.

Personally Identifying Information provided by you: When you use WorkKeys Curriculum we ask you to provide certain personally identifying information, including your name and email address.

Personally Identifying Information provided by others: When you use WorkKeys Curriculum through a school, district, educational organization, workforce organization or business, ACT may receive your personally identifying information from that entity, including your name and email address. For the WorkKeys Curriculum product, you can elect to provide a generic or anonymized name and username and choose not to provide any personally identifying information.

How ACT Uses Personally Identifying Information

ACT uses personally identifying information collected as part of the WorkKeys Curriculum program as described in the [“How ACT Uses Personally Identifying Information”](#) section of the Main Notice.

Information Sharing

ACT shares personally identifying information collected as part of the WorkKeys Curriculum program as described in the [“Information Sharing and Disclosure”](#) section of the Main Notice. However, ACT does not share such information with parents or legal guardians of minors under the age of 18, with state and federal scholarship programs and agencies, or with Third Party Researchers.

GDPR Notice

This GDPR Notice supplements the Main Notice and applies to residents of the European Economic Area (“EEA”) that are covered by the General Data Protection Regulation (“GDPR”). This GDPR Notice, along with the provisions of the ACT Main Notice, explains how ACT uses the personally identifying information of EEA residents. In the event of any inconsistencies between this GDPR Notice and the Main Notice, this GDPR Notice will control with respect to the subject matter discussed in it.

This GDPR Notice will address the following topics:

- What data do we collect?
- How do we collect your data?
- How will we use your data?
- How do we store your data?
- Recipients of your personally identifying information
- Marketing
- Transfers
- Automated Decision Making
- What are your data protection rights?
- How to contact us
- How to contact the appropriate authorities (https://ec.europa.eu/justice/article-29/structure/data-protection-authorities/index_en.htm)

What data do we collect?

ACT collects information from you in connection with use of ACT Products. The personally identifying information collected from you includes the following:

- Personal identification information (name, home address, email address, telephone number, date of birth, gender, citizenship status, year of high school graduation or equivalent grade in school, high school academic information, intended college major and occupational choice, college plans, extracurricular

plans, and your background, credit card information, photograph, and whether you are right- or left-handed)

- Special categories of personally identifying information (race, ethnicity, religious affiliation, disability, and biometric data)
- Technical and tracking information through automated means as described in the Personally Identifying Information Provided by Other Sources – Automated Means (/content/act/en/privacy-policy.html#personal-other-automated) section of the Main Notice.

How do we collect your data?

You directly provide ACT with most of the data we collect. We collect and process data when you:

- Register online or place an order for any ACT Products.
- Use or view the Site Use as described in the Automated Means section of the Main Notice

Collection of personally identifying information is necessary for ACT to provide its Products to you. If you fail to provide required personally identifying information, you will not be able to use ACT's Products.

ACT may also receive your data indirectly from the following sources:

- Schools or other educational institutions may provide your personally identifying information to us for purposes of registering for or using ACT's Products.

How will we use your data?

ACT collects your personally identifying information so that we can use the information as described in the How ACT Uses Personally Identifying Information (/content/act/en/privacy-policy.html#act-uses) section of the Main Notice. ACT's uses your personally identifying information according to the lawful bases of:

- **Contract Fulfillment.** When you register to use an ACT Product, we collect and use your personally identifying information to provide that Product to you.
- **Consent.** When you consent to a specific use of your personally identifying information, ACT will collect and use your personally identifying information in accordance with your consent.
- **Legal Obligations.** ACT is subject to a variety of legal and regulatory obligations and will collect and use your personally identifying information to comply with its legal obligations.
- **ACT's Legitimate Interests.** ACT will collect and process your personally identifying information to carry out its legitimate interests to conduct the following, except where your fundamental rights and freedoms override such interests:
 - Protecting ACT or you from data security threats;
 - Managing test security;
 - Improving ACT Products; and
 - Conducting corporate transactions, such as a merger or acquisition.

How do we store your data?

ACT securely stores your personally identifying information as described in the Security and Confidentiality (/content/act/en/privacy-policy.html#security) section of the Main Notice. ACT will retain your personally identifying information for as long as is necessary to fulfill any of the uses identified in this GDPR Notice in accordance with a lawful basis for such retention, and/or to comply with applicable legal obligations.

Recipients of your personally identifying information

In accordance with a lawful basis for sharing such information, ACT shares your personally identifying information as described in the [Information Sharing and Disclosure](#) section of the Main Notice.

Marketing

ACT may use your personally identifying information for marketing as described in the [Marketing](#) section of the Main Notice.

Transfers

When you register for, use, or request information about ACT Products, your personally identifying information is transferred outside of the EEA to the United States to ACT or a third-party service provider. It may also be accessible to law enforcement and national security authorities in the United States. If you do not consent to this transfer to the United States, do not participate in or request information about ACT Products.

Automated Decision Making

ACT may use automated means to make decisions about you, including scoring assessments, assigning you a testing location, and carrying out test security. ACT will only use such automated means as (1) necessary for the performance of its contract with you to provide the ACT Products, or (2) as explicitly consented to by you.

What are your data protection rights?

ACT wants to make sure you are fully aware of your data protection rights. Every user is entitled to the following:

- The right to access - You have the right to request copies of your personally identifying information from ACT. We may charge you a small fee for this service.
- The right to rectification - You have the right to request correction of any information you believe is inaccurate. You also have the right to request that ACT complete information you believe is incomplete.
- The right to erasure - You have the right to request that ACT erase your personally identifying information, under certain conditions.
- The right to restrict processing - You have the right to request that ACT restrict the processing of your personally identifying information, under certain conditions.
- The right to object to processing - You have the right to object to ACT's processing of your personally identifying information, under certain conditions.
- The right to data portability - You have the right to request that ACT transfer the data that we have collected to another organization, or directly to you, under certain conditions.

How to Contact Us

If you make a request, we have one month to respond to you. For requests of this type, please contact ACT's Data Protection Official listed below.

ACT, Inc.

Attn: Chief Data Privacy Officer

500 ACT Drive

P.O. Box 168

Iowa City, IA 52243-0168

DPO@act.org (<mailto:DPO@act.org>).

How to contact the appropriate authorities

Should you wish to report a complaint or if you feel that ACT has not addressed your concern in a satisfactory manner, you may contact the appropriate Supervisory Authority. The EU Commission has a list of Supervisory Authorities here: https://ec.europa.eu/justice/article-29/structure/data-protection-authorities/index_en.htm (https://ec.europa.eu/justice/article-29/structure/data-protection-authorities/index_en.htm).

Last Updated: June 28, 2021

Exhibit D

ACT provided the District with the following information, in response to questions regarding ACT's Data Privacy and Data Use practices.

2019 WorkKeys Assessments & Curriculum Attributes

ACT WorkKeys Assessments and the ACT NCRC are measures of cognitive foundational workplace skills. The individual assessments and associated credential are used for a variety of purposes, some of which involve high-stakes decisions like graduation requirements, pre-employment requirements, essential employee development, etc. ACT is committed to ensuring its assessment claims are supported by evidence. Appropriate WorkKeys Assessment data is needed to support studies and conduct new evaluations of effectiveness.

ACT Confidentiality and Data Security

Personal Identifying Information (PII) will be used strictly for matching to ACT data sources in order to ensure the criteria for each examinee for the National Career Readiness Certificate are accurate and complete.

ACT uses student data specifically for research services and conducts studies to develop or validate predictive tests consistent with the Family Education Rights Privacy Act (FERPA) requirements. For research purposes, data will be pooled and reported in aggregate across states and institutions. In publications of research, states and institutions will not be identified without prior consent.

Statement of Good Faith & Disclaimer

Any and all ACT WorkKeys Assessments and ACT WorkKeys Curriculum Attributes provided in this document are shared with ACT customers or potential customers in good faith. Recipients of this information will ensure this information is to be used honestly and without a deliberate intention to defraud any other party. All Product, Product Specifications, and Data are subject to change without notice to improve reliability, function, and/or design.

ACT WorkKeys Assessments

See ATTACHMENT A for ACT WorkKeys Assessment Attributes

ACT WorkKeys Curriculum

See ATTACHMENT B for ACT WorkKeys Curriculum Attributes

ATTACHMENT A-ACT WORKKEYS ASSESSMENT ATTRIBUTES

Organization & Administration Data

Attribute	Description/Purpose	Values
Parent Realm ID	ACT Generated - Used for internal Purpose only	Generated Value
Parent Realm Name	ACT Generated - Used for internal Purpose only	Generated Value
Realm ID	ACT Generated - Used for internal Purpose only	Generated Value
Realm Name	ACT Generated - Used for internal Purpose only	Generated Value
Site Code	ACT School/ District Code	Generated Value
Site Name	ACT School Name	Generated Value
Local Site Code	Customer Provided Site/LEA value	Generated Value
WorkKeys Source	CBT or PBT Administration	Generated Value
ACT Contract Number	ACT Generated - Used for internal Purpose only	Generated Value

Building ID	Site/School Provided	Pass Thru Data
Building Name	Site/School Provided	Pass Thru Data
Leader/Teacher Name	Site/School Provided	Pass Thru Data

Examinee Demographic & Non-Test Data

Legend:
R- Required field
M-Mandatory fields note these can be changed by site but as our standard we require these fields be completed.
A-Available field
Note for Paper and Pencil in order for scoring to occur the required fields and 3 other available fields must be completed . (note: it does not matter which of the 3 additional fields ore.)

Attribute	Description/Purpose	CBT	GB/T Import	PBT Natl	PBT State	PBT Import
Registration ID	Internal Purposes only	Generated Value				
Process Number	Processing Identifier - Internal Purposes only	Generated Value				
First Name	First Name - Used for matching purposes	R	R	R	R	R
Last Name	Last Name - Used for matching purposes	R	R	R	R	R
Middle Name	Middle Name or Initial	M	A	A	A	R
Employee ID	Examinee ID - Used for matching purposes	R	R	A	A	R
Birth Date	Birth Date - Used for matching purposes	M	A	A	A	R
Gender	Pass Thru Data, Reporting, & Research	M	A	A	A	A
Hispanic Indicator	Pass Thru Data, Reporting, & Research	M	A	A	A	A
Ethnicity	Pass Thru Data, Reporting, & Research	M	A	A	A	A
English Speaking	Pass Thru Data, Reporting, & Research	M	A	A	A	
Email	Email	M	A			

Attribute	Description/ Purpose	CBT	CBT Import	PBT Natl	PBT State	PBT Import
Address 1	Address 1	M	A	A	A	A
Address 2	Address 2	A	A			
City	City	M	A	A	A	A
State	State (abbreviated)	M	A	A	A	A
Zip Code	Zip Code	M	A	A	A	A
Country	Country	M	A	A		
FIPS State County	FIPS State County	M	A	A		
Current Status	Response to 'Describe your current status.' (e.g. employment status, high school student, college, military, etc.) - Reporting & Research	M	A	A		
Highest Degree	Response to 'What is the highest diploma/ degree you have earned?' - Reporting & Research	M	A	A		
Education Level	Response to 'If you do not have a degree or are working on a degree, what is the highest grade or level of education you have completed?' - Reporting & Research	M	A	A	A	A
Program of Study	Response to 'How would you describe your program of study during high school?' - Reporting & Research			A		
Hours Worked	Response to 'Currently how many hours each week do you work for pay?' - Reporting & Research			A		
Years Worked	Response to 'How many years have you worked at least half time for pay?' - Reporting & Research			A		
Full-time Employment	Response to 'Do you plan to look for a full-time job in the next year?' - Reporting & Research			A		
Part-time Employment	Response to 'Do you plan to look for a part-time job in the next year?' - Reporting & Research			A		
Willing to Move	Response to 'Would you be willing to move to accept a new job?' - Reporting & Research			A		
Employer	Response to 'For which employer are you taking this assessment, please respond with NA if not for an employer.' - Reporting & Research	M	A			
Employment Status	Response to 'What is your current employment status?' - Reporting & Research	M	A			
School Currently	Response to 'Are you currently in school?' - Reporting & Research	M	A	A	A	
Why School	Response to 'If you are in school, why are you attending school?' - Reporting & Research	M	A	A		
Reason For Taking	Response to 'What is your primary reason for taking this WorkKeys assessment?' - Reporting & Research	M	A	A	A	

Examinee Test & Certificate Data

Examinee Test Data	Description	Values
Manifest Abbreviation	Abbreviation of the Assessment taken - Reporting & Research	Generated Value
Manifest Name	Assessment Name - Reporting & Research	Generated Value
Test Date	Date and Time of the Assessment taken - Reporting & Research	Generated Value
Testing Format/Mode	Format of the Assessment taken - Reporting & Research	Generated Value
Level Score	Score of the Assessment taken - Reporting & Research	Generated Value
Level Score Range	Range of the Assessment taken - Reporting & Research	Generated Value
Scale Score	Scale Score of the Assessment taken - Reporting & Research	Generated Value
Scale Score Range	Range of the Assessment taken - Reporting & Research	Generated Value
Accommodations	Accommodations of the Assessment taken (if applicable) - Reporting & Research	Generated Value
Session Data	Launch date, Status, Reaction time, Session indicators, etc. - Research	Generated Value
Administration Data	Identification, Registration, Affiliation, etc. - Research	Generated Value
Local Items	Responses to Site/School Questions	Pass Thru Data
Examinee Test & Certificate Data	Description	Values
Certificate Registration	Unique Certificate Identifier - Reporting	Generated Value
Certificate Issue Date	Date of Issue - Reporting	Generated Value
MyWorkKeys User Name	Recipient User Name - Reporting	Generated Value
MyWorkKeys Password	Unique Password for initial login - Reporting	Generated Value
Certificate Type	Reporting & Research	Generated Value
Certificate Level	Reporting & Research	Generated Value

Third-Party Vendors & Partners

Vendor	URL	Description
Amazon AWS	aws.amazon.com	TAO Cloud -Web hosting
Open Assessment Technologies Corp. (OAT)	taotest.in.com	Administration, Proctoring, & Assessment Delivery
Pearson	www.pearson.com	Material Ordering & Processing

ATTACHMENT B – ACT WORKKEYS CURRICULUM ATTRIBUTES

Organization & Administration Data

Attribute	DESCRIPTION/PURPOSE	VALUES
ACT Contract Number	System generated	Generated Value
Organization ID	System generated	Generated Value
Organization Name	Site provided	Pass Thru Data
Organization Supervisor Name	Site provided for account access	Pass Thru Data
Organization Supervisor Email	Site provided for account access	Pass Thru Data
Organization Supervisor Password	System generated for account access	Pass Thru Data
District ID	System generated	Generated Value
District Name	Site provided	Pass Thru Data
District Admin/Supervisor Name	Site provided for account access	Pass Thru Data
District Admin/Supervisor Email	Site provided for account access	Pass Thru Data
District Admin/Supervisor Password	System generated for account access	Pass Thru Data
Institution ID	System generated	Generated Value
Institution Name	Site provided	Pass Thru Data
Institution Admin/Supervisor Name	Site provided for account access	Pass Thru Data
Institution Admin/Supervisor Email	Site provided for account access	Pass Thru Data
Institution Admin/Supervisor Password	Site provided or system generated for account access	Pass Thru Data
Instructor ID	System generated	Generated Value
Instructor Name	Site provided for account access	Pass Thru Data
Instructor Email	Site provided for account access	Pass Thru Data
Instructor Password	Site provided or system generated for account access	Pass Thru Data

Student Demographic Data

Student Account	DESCRIPTION/PURPOSE	VALUES
Student Name	Site/School provided for account access; option to use system generated generic names	Pass Thru Data (Generated Value)
Username (in format of email address)	Site/School provided for account access; option to use system generated usernames	Pass Thru Data (Generated Value)
Password	Site/School provided, or system generated for account access	Pass Thru Data
Date Added	Date student account created	Generated Value
First Login Date	Date student first logged in	Generated Value
Expiration Date	Date student access ends	Generated Value
Student ID	System generated	Generated Value

Student Course, Lesson, and Quiz Data

Analytics Student Reports Learner Test Data	Description	Values
Name	Student name	Pass Thru Data
Student ID	System generated	Generated Value
Last Active	Date selected student last active in selected course	Generated Value
Placement Quiz	Includes percentage correct and predicted level on most recent attempt	Generated Value
Level / Final Quiz	Percentage questions correctly answered and pass/fail on most recent attempt	Generated Value
Institution	Name of institution	Pass Thru Data
Groups	That the student is a member – site/school assigned	Pass Thru Data
Courses	That the student has access – site/school assigned	Pass Thru Data
Course Progress & Performance	Overall student progress thru assigned course	Generated Value
Strengths & Weaknesses	Indicates student proficiency	Generated Value
Lessons Completion Data	Number of lessons completed out of total	Generated Value

Lesson Confident Data	Student reported confidence in understanding lesson content	Pass Thru Data
Practice Category Completion Data	Number of practice questions answered out of total	Generated Value
Practice Percentile Data	Percentage of questions correctly answered	Generated Value
Practice Questions Attempted	Total questions attempted	Generated Value
Practice Average Time Spent	Average time spent answering a question	Generated Value
Practice Average Time Spent - Correct	Average time spent correctly answering a question	Generated Value
Practice Average Time Spent - Incorrect	Average time spent incorrectly answering a question	Generated Value
Practice Average Session Duration	Average time spent on practice questions	Generated Value
Quizzes Taken	Number of quizzes taken out of total number available	Generated Value
Quiz Average Time Spent	Average time spent answering a question	Generated Value
Quiz Average Time Spent - Correct	Average time spent correctly answering a question	Generated Value
Quiz Average Time Spent - Incorrect	Average time spent incorrectly answering a question	Generated Value
Real-Time Reports Practice Questions		
Question Category ID	System generated	Pass Thru Data
Course ID	System generated	Pass Thru Data
Category Name	Name of practice question category	Pass Thru Data
Total Time Taken	Total time spent answering practice questions in selected course by selected student	Generated Value
Total Answer Count	Number of practice questions completed in selected course by selected student	Generated Value
Correct Answer Count	Number of practice questions correctly answered in selected course by selected student	Generated Value
Percentage Correct	Percentage of correctly answered practice questions in selected course by selected student	Generated Value
Real-Time Reports Quizzes		
Name	Name of student	Pass Thru Data
Username (Email)	Student username in the format of an email address	Pass Thru Data
Course Name	Name of course	Pass Thru Data
Quiz Name	Name of quiz	Pass Thru Data
Date	Date quiz was taken	Generated Value
Quiz Length	Number of questions in quiz	Pass Thru Data
Percent Correct	Percentage of correctly answer questions in quiz in selected course by selected student	Generated Value
Correct Answer Count	Number of questions correctly answered in selected course by selected student	Generated Value
Attempt	Attempt number on quiz if taken multiple times	Generated Value
Score	Predicated level for placement quiz, pass/fail for level or final quiz	Generated Value
Exam State	Status (complete / incomplete)	Generated Value
Institution Name	Name of school/institution	Pass Thru Data
Real-Time Reports Individual Sessions		
Session ID	System generated	Generated Value
User ID	System generated	Generated Value
Name	Name of student	Pass Thru Data
Institution Name	Name of school/institution	Pass Thru Data
Group Names	Names of groups in which the student is a member	Pass Thru Data
Course Name	Names of courses to which the student has access	Pass Thru Data
Session Start	Session start date and time	Generated Value
Start End	Session end date and time	Generated Value
Duration	Session duration	Generated Value
Quizzes	Time spent in quizzes	Generated Value

Inbox	Time spent in inbox	Generated Value
Home	Time spent on home	Generated Value
Practice	Time spent in practice questions	Generated Value
Lessons	Time spent in lessons	Generated Value
Reset Reports	Time spent on reset quiz screen	Generated Value
Learning Plan	Time spent on learning plan	Generated Value
Search	Time spent using search	Generated Value
Idle Time	Time spent idle	Generated Value
Browser	Browser used	Generated Value

Third-Party Vendors & Partners

Vendor	URL	Description
BenchPrep	benchprep.com	WorkKeys Curriculum Partner and Delivery Platform
Amazon AWS	aws.amazon.com	BenchPrep web hosting
Texthelp	Texthelp.com/en-us/products/speechstream	Cloud-based, language, and literacy support toolbar for platform providers

**FOURTH AMENDMENT TO ASSESSMENT AGREEMENT
BETWEEN ACT, INC.
AND POUDRE SCHOOL DISTRICT R-1**

This Fourth Amendment (“Amendment”) effective as of August 1, 2024 (“Effective Date”), is attached to and forms part of the Assessment Service Agreement between Poudre School District R-1 (the “District”) and ACT, INC. (the “Contractor”), executed September 8, 2021, the First Amendment to the Agreement executed April 22, 2022, the Second Amendment to the Agreement executed July 26, 2023, and the Third Amendment to the Agreement executed November 1, 2023, each of which are 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, the First Amendment, the Second Amendment or the Third 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 Fourth 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. **Change of Contractor Name.**
 - 2.1. On May 1, 2024, ACT, Inc. finalized a new partnership with Nexus Capital LP, whereby ACT’s products, services, staff and leadership transitioned from ACT, Inc. to ACT Education Corp., a Delaware corporation and wholly owned subsidiary of Gateway Impact Corp., a Delaware Public Benefit Corporation. The parties to this Agreement are now Poudre School District R-1 and ACT Education Corp. (“ACT”) as identified in the attached Exhibit E, a copy of which is attached and hereby made part of this Agreement.
3. **Term of Agreement.** At the conclusion of the term dated July 31, 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 1, 2024, through July 31, 2025.
4. **Amended Responsibilities.**
 - 4.1. Amend Exhibit A with Contractor's Quote May 28, 2024, hereby attached as Exhibit A-1 to this Fourth Amendment and made part of this Agreement.
 - 4.2. Within section 9, delete the language which has a strikethrough and replace with the following language which is underlined:

Poudre School District R-1
Attn: ~~Traey 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

5. **Special Provisions.**

- 5.1. **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.

6. **General Provisions.**

- 6.1. **Entire Agreement.** The Agreement and this Fourth 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.
- 6.2. **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 Fourth Amendment as of the Effective Date.

ACT EDUCATION CORP.

POUDRE SCHOOL DISTRICT R-1

By:_____

C. Blake Curwen
Vice President, Client Relations

By:_____

R. David Montoya
Chief Finance Officer

By:_____

Susan Thomas
Assessment School Support Coordinator