

**CURRICULUM SERVICES AGREEMENT
BETWEEN SAVVAS LEARNING COMPANY LLC
AND POUFRE SCHOOL DISTRICT R-1**

This Curriculum Services Agreement (“Agreement”) is entered into this 9th day of April 2024, by and between Poudre School District R-1 (the “District”) and Savvas Learning Company LLC (the “Contractor”). The District and the Contractor are collectively referenced herein as the “parties.” In consideration of the mutual covenants and promises contained in this Agreement, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Term of Agreement.**

1.1. This Agreement shall commence on the date set forth above and continue through and including June 30, 2031, unless earlier terminated as provided herein.

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. **Termination For Cause.** Notwithstanding the provisions of section 1.2 above, if either party is in breach of an obligation or covenant under this Agreement the non-breaching party may give written notice to the breaching party describing the breach and demanding that it be cured. If the breach is not cured within seven (7) days after the breaching party’s receipt of said notice, the non-breaching party may immediately terminate the Agreement and avail itself of any and all remedies available at law or in equity.

1.4. **Termination Without Cause.** Notwithstanding the provisions of sections 1.2 and 1.3 above, the District or the Contractor may terminate this Agreement at any time in its sole discretion for any reason, with or without cause, by giving the other party thirty (30) days’ advance written notice of the termination.

2. **Deliverables and Purchase Price.**

2.1. The Contractor’s responsibility under this Agreement is to provide a comprehensive core curriculum solution for data analyses and probability that aligns with the Colorado Academic Standards (“CAS”) for the District. The parties agree to the following, as specified in:

- 2.1.1. Request for Proposal (“RFP”) #24-630-001, which is part of this agreement and attached hereto as Exhibit A.
- 2.1.2. Contractor’s Response to RFP #24-630-001, which is part of this agreement and attached hereto as Exhibit B.
- 2.1.3. Contractor’s Quote, which is part of this agreement and attached hereto as Exhibit C.

2.2. All documents which are made a part of this Agreement (hereinafter the “Services”) and incorporated herein by reference.

2.3. The initial cost for all Services under this contract as set forth on the attached Exhibit C, shall not exceed Sixty-Three Thousand Four Hundred Sixty-Four and Thirty-One Cents (\$63,464.31), due and payable thirty (30) days from receipt of Contractor’s invoice.

2.4. Access to Services shall be available for a seven (7) year subscription.

2.5. Purchases in years two (2) through seven (7) for any new subscriptions will be at reduced subscription terms and rates, such that all subscriptions expire with the expiration of this Agreement. Any renewal after the initial seven (7) years will require discussion in advance with Savvas and will be based on product availability and then current prices.

2.6. Contractor shall ensure teacher Materials are shipped no later than fifteen (15) days after receipt of a District purchase order.

2.7. Contractor shall ensure grade-level classroom Materials are shipped no later than fifteen (15) days after receipt of a District purchase order.

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

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

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

2.8.3. Services provided by Contractor without conforming to section 2.9 of the Agreement shall be considered unauthorized and payment shall not be issued by the District.

2.8.4. Direct communication with schools or sales must be approved by contact in section 11 of this agreement.

2.9. **Book Quality.**

2.9.1. All books and associated materials shall be new copy.

2.9.2. All books shall be furnished with Contractor bindings, rebound, glued, or sewn paperbacks, where possible.

2.9.3. Contractor shall provide detailed warranty information for each binding type.

- 2.9.4. Print books shall include the hardbound option type. The company will be responsible for rebinds as necessary for the life of the book.
- 2.9.5. Hardbound books are preferred however, paperbacks will be accepted if hardbound books are not available.

2.10. **Shipping.**

- 2.10.1. Delivery of books shall be FOB destination with all transportation and handling charges paid by the awarded Contractor and added to invoice.
- 2.10.2. Contractor shall replace any book that is damaged in shipment or otherwise not in compliance with the order, at no charge to the District.
- 2.10.3. District staff will not be responsible for off-loading trucks, bring Deliveries inside the buildings or assisting in any manner.
- 2.10.4. Each order shall be separated, packaged, or palletized per District location by the Contractor, as to not have any loose items.

2.10.5. Delivery cartons shall be labeled with the following:

- 2.10.5.1. Purchase Order Number,
- 2.10.5.2. District Location,
- 2.10.5.3. District Location Address,
- 2.10.5.4. Contractor Name,
- 2.10.5.5. Statement of Contents, and
- 2.10.5.6. Attn: Poudre School District

2.10.6. All Deliveries must be accompanied by Delivery tickets or packing slips, and shall contain the following information for each item delivered in shelf list order:

- 2.10.6.1. Purchase Order Number,
- 2.10.6.2. Contractor Name,
- 2.10.6.3. Name and description of Delivered Item,
- 2.10.6.4. District Location,
- 2.10.6.5. Item Number,
- 2.10.6.6. Quantity Ordered, and
- 2.10.6.7. Quantity Delivered.

2.11. **Product Delays.** If the Contractor experiences a back order of items from its distributor or manufacturer, the Contractor shall ensure that such back orders are filled within 60 days from delivery date and shall not delay the timeline for completion identified in section 3.5.

- 2.11.1. The Contractor shall not invoice the District for back ordered items until items are delivered and accepted by the Program Manager. The District shall determine what constitutes a reasonable period of time and cancel back orders and seek the items from another Contractor.
- 2.11.2. Contractor must notify the Program Manager in writing for all Products that are discontinued and provide a recommendation in writing for a comparable Product substitute.
 - 2.11.2.1. Program Manager must be notified no less than thirty (30) days from receipt of the District's Product list for all discontinued Products and allowed to review Product substitute for approval or denial of Product substitute.
 - 2.11.2.2. In the event the substitute is denied by the Program Manager, the District retains the right to request alternate Products.
 - 2.11.2.3. Substitutions shall only be permitted if approved in writing by the Program Manager. All products not approved in writing by the Program Manager shall be rejected and payment not due by the District.

2.12. **Inspection.** Payment for Services furnished under the Contract shall not constitute acceptance thereof. The Program Manager shall have the right to inspect Services provided, the product of such Services, and to reject any or all of which are in the District's judgment defective or nonconforming. In addition to the District's other rights, Services rejected, and Services supplied in excess of quantities specified in the Contract may be returned to Contractor at Contractor's expense. In the event the District receives Services where defects or nonconformity is not apparent upon examination, the District may require replacement upon discovery of the defects or nonconformity. Nothing contained herein shall relieve, in any way, Contractor from the obligation of replacing defective products.

- 2.12.1. Delivery will be inspected by the Program Manager within five (5) working days of project completion to confirm award specifications have been met.
- 2.12.2. Defective, damaged, or non-conforming items shall be replaced by the Contractor at no cost to the District within seven (7) days from notice provided by the District.

2.13. **Acceptance of Services.** Services are considered complete, only after the Program Manager has inspected and formally accepted Services in writing. Payments will not be made until Services are formally accepted.

- 2.13.1. The Program Manager reserves the right to cancel Services at any time upon written notice, including Services which may have been requested and have not been completed.

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

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

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

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

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

2.14.5. **Tax Exemption.** The District is a political subdivision of the State of Colorado and considered a governmental entity for tax classification purposes. The District is exempt from city, county, and state sales tax. The District's state tax exempt number is 98-03335 and the District's Federal Tax Identification Number (TIN) is 84-6013733.

2.15. 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 for District business during the term of the Agreement.

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

2.17. 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.

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

3. **Definitions.**

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

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

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

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

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

3.6. As used in this Agreement, “securely destroy” is defined as removing confidential student records and information from the Contractor’s systems, paper files, hard-copy and electronic records, databases and any other media regardless of format, in accordance with the standard detailed in the National Institute of Standards and Technology (“NIST”) SP 800-88 Guidelines for Media Sanitization, so that the confidential student records and information are permanently irretrievable in the Contractor’s normal course of business.

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

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

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

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

The Contractor shall conduct periodic risk assessments and remediate any identified security vulnerabilities in a timely manner. The Contractor shall notify the District as soon as possible 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; (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 (d) at the conclusion of the term of the Agreement the Contractor shall, as directed in writing by the District, either securely destroy all confidential student records and information in its possession, custody or control, or return such confidential student records and information to the District.

6.2. Contractor may to the extent necessary to perform its obligations under the Contract 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.** If Contractor is a “school service contract provider” under the Colorado Student Data Transparency and Security Act (the “Act”), the Contract is amended to add the language in this section 7. Under the Act, a “school service contract provider” is defined as an entity (other than the Colorado Department of Education, a K-12 public education entity or an institution of higher education) that enters into a formal, negotiated contract with the District to provide a “school service.” Under the Act, a “school service” is defined as an Internet website, online service, online application or mobile application that: (a) is designed and marketed primarily for use in a preschool, elementary school or

secondary school; (b) is used at the direction of District teachers or other District employees; and (c) collects, maintains or uses confidential student records and information.

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

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

8. **Accessibility Standards.** The District requires all digital content to meet current state and federal accessibility requirements and, when not in compliance, to communicate their inability to meet those standards through the submission of an annual VPAT. Contractor acknowledges a desire to meet these requirements.

8.1. 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/>.

8.2. If Contractor has provided this information by the time of contract execution, it is contained in Exhibit E, hereby attached and made part of this Agreement.

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

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

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

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

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

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

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

12. **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, or by overnight carrier service 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: Contracts Administrator
2407 LaPorte Avenue
Fort Collins, CO 80521
E-mail: contracts@psdschools.org

Savvas Learning Company, LLC
Attn: Legal Department
15 East Midland Avenue, Suite 502
Paramus, New Jersey 07652
Email: K12Legal@Savvas.com

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

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

Any insurance and/or self-insurance carried by the District is excess of the coverage extended to the District by Vendor. Vendor 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 6.1 shall not reduce the indemnification liability that Vendor has assumed herein.

Commercial General Liability

Minimum Limits

- Each Occurrence Bodily Injury & Property Damage \$2,000,000
- General Aggregate \$3,000,000
- Products/Completed Operations Aggregate \$2,000,000
- Personal/Advertising Injury \$2,000,000
- Product Recall Expense \$500,000
- 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 Vendor even if those limits of liability are in excess of those required by this Agreement.

14. **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.

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

16. **General Provisions.**

16.1. **No Assignment.** The Contractor shall not assign this Agreement or any of its rights, interests or obligations under this Agreement without the prior written consent of the District, which consent may be withheld for any reason or no reason as determined by the District in its sole discretion. The only exception will be any resulting agreement in connection with a merger, acquisition, or sale of all or substantially all of the Contractor's assets. Should such an event occur during the life of any resulting agreement, the Contractor will notify the District as soon as reasonably practicable, and will ensure that the pricing, terms, and conditions of any such agreement will be binding on any successor.

16.2. **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.

16.3. **Press Contacts/News Releases.** The Contractor shall not initiate any press, media, or social media, contact nor respond to press, media or social media requests regarding this Agreement and/or any related matters concerning the District without the prior written approval of the District.

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

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

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

16.7. **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.

16.8. **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.

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

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

16.11. **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.

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

16.13. **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.

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

16.15. **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.

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.

SAVVAS LEARNING COMPANY LLC

POUDRE SCHOOL DISTRICT R-1

By: Matt Stricker
Matt Stricker (Jun 5, 2024 12:17 CDT)

By: R. David Montoya
R. David Montoya (Jun 5, 2024 16:52 MDT)

Name: Matt Stricker
Title: VP Operations

R. David Montoya
Chief Finance Officer

By: Dwayne Schmitz
Dwayne Schmitz (Jun 5, 2024 16:27 MDT)

~~John Passantino~~
~~Director of Curriculum and Instruction~~
Dwayne Schmitz
Chief Institutional Effectiveness Officer

Exhibit A



POUDRE SCHOOL DISTRICT R-1
REQUEST FOR PROPOSALS
DATA ANALYSIS AND PROBABILITY CURRICULUM
RFP #24-630-001

RFP SCHEDULE

RFP Issued	September 12, 2023
Questions Due	September 26, 2023 @ 2:00 PM MT
RFP Due Date (Proposal and Materials Due)	October 11, 2023 @ 2:00 PM MT
Vendor Presentations (if required)	November 2023
Delivery Deadline for Materials Ordered	June 2024

TABLE OF CONTENTS

INTRODUCTION AND PURPOSE

- 1.0 BACKGROUND AND CONTEXT**
- 2.0 OBJECTIVES**
- 3.0 SPECIAL CONDITIONS**
- 4.0 SCOPE OF WORK**
- 5.0 REQUIREMENTS AND RESPONSIBILITIES**
- 6.0 REVIEW AND ASSESSMENT**
- 7.0 GENERAL TERMS AND CONDITIONS**
- 8.0 INSURANCE REQUIREMENTS**
- 9.0 EVALUATIONS AND AWARD OF CONTRACT**
- 10.0 SUBMISSION OF BID**
- 11.0 COOPERATIVE PURCHASING EFFORTS**
- 12.0 REFERENCES**
- 13.0 BID CERTIFICATION FORM**

REQUEST FOR PROPOSALS
Data Analysis and Probability Curriculum

RFP# 24-630-001

Poudre School District R-1 (the “District”) is requesting electronic sealed bids from professional and qualified vendors (“Vendor”) to provide a comprehensive core curriculum solution in high school data analysis and probability that aligns with the Colorado Academic Standards (CAS). These services are to meet the District’s needs as described in this Request for Proposals (“RFP”). All interested vendors are invited to submit a Bid in accordance with the policies, procedures and dates set forth herein.

The District shall provide copies of this RFP to vendors through the electronic solicitation platform www.bidnetdirect.com (“BidNet”) where registered vendors are required to submit their electronic RFP response along with the first and last name, telephone number and e-mail address of the employee within their organization who will be designated as the District’s primary contact with respect to this RFP and the vendor’s response thereto. The District may provide copies of this RFP to other vendors upon request, who are also requested to provide the first and last name, telephone number and e-mail address of the employee within their organization who will be designated as the District’s primary contact with respect to this RFP and their response thereto.

Questions regarding this RFP must be in writing and may only be directed to the District via BidNet any time after the issuance of this RFP through and including **2:00 p.m. MT on September 26, 2023**. Questions received after the date/time and/or not submitted electronically through BidNet may not be addressed.

Each question submitted, as well as the District’s response thereto, shall be provided in a questions and answers document/addendum via BidNet.

Note: Each question must be submitted individually. Multiple questions per entry may not be answered.

The District will only accept and consider electronically submitted Bids from vendors, which must be submitted and received in BidNet on or before **2:00 p.m. MST on October 11, 2023**, at which time the submission portal will close and no further submissions will be allowed or considered. It is the sole responsibility of the service provider to see that the bids are submitted through BidNet by the submission deadline.

At no time during the solicitation process will communication regarding this RFP be permitted with any District employee other than the Procurement Agent named below until an award has been announced. Communication with a District employee other than the Procurement Agent named below may disqualify your Bid from consideration.

Sales Prohibited/Conflict of Interest: No officer, employee, or member of the School Board, shall have a financial interest in the sale to the District of any real or personal property, equipment, material, supplies or services where such officer or employee exercises directly or indirectly any decision-making authority concerning such sale or any supervisory authority over the services to be rendered. This rule also applies to subcontracts with the District.

Soliciting or accepting any gift, gratuity favor, entertainment, kickback, or any items of monetary value from any person who has or is seeking to do business with the District is prohibited.

Collusive or sham proposals: Any proposal deemed to be collusive, or a sham proposal will be rejected and reported to authorities as such. Your authorized signature on this proposal assures that such proposal is genuine and is not a collusive or sham proposal.

The District reserves the right to reject any and all proposals and to waive any irregularities or informalities.

Sincerely,

Kristin Thetford
Sourcing Supervisor
Strategic Sourcing Department
kthetford@psdschools.org

1.0 **BACKGROUND AND CONTEXT**

The District is seeking outside Vendors that will provide a resource to support the intersection of the standards and educational equity and culture, empower educators, and help all students meet the challenges of higher standards. All of which support student success in three District priorities: 1) Increase students' learning rates to support college and career readiness; 2) Prepare students to graduate with options; 3) Promote student connections and well-being.

Two strategies that provide direction for detailed work plans in schools and departments are 1) focus on what matters most – the content, teachers, and students of our instructional core and 2) manage our performance. Proposals must outline how the materials will provide a guaranteed viable curriculum for every student and focus on what matters most to academic achievement, the instructional core: how **students** participate in their own education, the knowledge and skill of the **teacher**, and the level and complexity of the **content** students are asked to learn.

All spending will directly support these goals and strategies including a focus on ensuring equitable access and understanding of a guaranteed viable curriculum and that students are provided with effective core instruction that is standards aligned and rigorous.

Interested Vendors will include online blended, and face-to-face implementation and ongoing job-embedded professional learning for teachers, facilitators/coaches, and administrators as well as district-level personnel.

Poudre School District is a high-performing district, covering more than 1,800 square miles in northern Colorado with diverse school settings. The District's instructional program is centered around District Ends, under the Policy Governance model, developed to support a comprehensive curriculum.

While more than 70% of the District's families choose to send their children to their neighborhood school, the District does support school choice and offers a wide spectrum of educational programs to fit any child's needs. Program options include International Baccalaureate, Core Knowledge, Bilingual/Dual Language Immersion, Hybrid/Online, Expeditionary Learning, Science, Technology, Engineering and Math (STEM) along with extra-curriculars and athletics. The District has two (2) Leadership in Energy and Environmental Design (LEED) certified school buildings and over 30 Energy Star awards and supports operational sustainability in all areas of work.

Our Schools:

- 32 elementary schools
- 10 middle schools
- 4 comprehensive high schools
- 2 combined middle/high schools
- 6 option (100% choice) schools
- 3 alternative high schools
- 5 charter schools
- 1 online school

2.0 **OBJECTIVES**

Our goal in the District is to implement and support a systematic and explicit curriculum that allows for students to experience rigorous standards-aligned instruction. All materials must be culturally relevant, anti-racist, and provide multiple perspectives where students can recognize and draw on their own perspective and culture and come to understand other perspectives and cultures. In addition, teachers must have the necessary professional learning to implement the curriculum and to build their own knowledge and skill set. In order to meet these high expectations, Vendors shall state how their proposal meets or does not meet the specification for each section below and district requirements in technology and professional development. This self-evaluation of your proposal shall be submitted as part of your proposal.

3.0 **SPECIAL CONDITIONS**

- 3.1 The curriculum, instructional materials and services must be aligned to the Colorado Academic Standards.
- 3.2 The curriculum, instructional materials and services must produce evidence of usability and efficacy with a full range of students (i.e., advanced learners, English language learners and students with disabilities).
- 3.3 The curriculum, instructional materials and services must provide all students with rich learning experiences that build critical knowledge and skills fostering readiness for college and career.
- 3.4 The instructional materials and services may include technology and online resources calculated to enhance student learning.
- 3.5 Training and information must be furnished that enable the District to provide job-embedded supports (i.e., observation and feedback, coaching, technical expertise, etc.) to assist its teachers in using the instructional materials and accessing the instructional services in a manner that meets the diverse needs of the students they teach.
- 3.6 Professional learning opportunities and resources must be provided to support teachers at all levels of knowledge and experience in successfully implementing the curriculum and continuously improving their methods to drive student achievement throughout the 7-year period the District plans to use the curriculum, instructional materials and services.
- 3.7 Evaluating teachers may pilot the top scoring programs in their classrooms. The pilot period, if needed, will take place between August 2023 and January 2024. Vendors agree to make available to teachers the grade level appropriate teacher materials and enough student materials (textbooks and digital online access) to successfully complete a pilot. Vendors also agree to provide appropriate training on how to use the materials prior to the pilot period and will work with the District's Information Technology staff to ensure student and teacher access to digital materials.
- 3.8 The Vendor with whom the District contracts must ensure that the instructional materials are delivered to the District on or before June 2024, and that the District is able to acquire additional instructional materials to accommodate increases in student enrollment over the 7-year period it

plans to use the materials. The Vendor with whom the District contracts must also ensure that the instructional services are accessible by the District on or before June 2024 and continuing throughout the 7-year period the District plans to use the services, with allowances for increases in student enrollment.

3.9 If the Vendor selected by the District offers a component which collects, maintains or uses student personally identifiable information, as defined in Colorado State Statute §§22-16-103(13), through the use of an internet website, online service, online application or mobile application, they will be required to sign a District Agreement which includes language to meet compliance with Colorado State Statute §§22-16-101 *et seq.* A sample of the Agreement is attached herein attached as Exhibit A.

3.9.1 If selected, the Vendor will be required to provide at a minimum:

3.9.1.1 All data elements and the purpose for collecting the data which are generated, collected, maintained or inferred, that the Vendor collects regardless of whether it is initially collected or ultimately held individually or in the aggregate, in a format understandable to the layperson.

3.9.1.2 All third-party Vendors and their purpose, to which the Vendor shares student personally identifiable information, including those who receive data in an encrypted format.

3.9.1.3 Agreement to comply with maintaining a comprehensive information security program that is reasonably designed to protect the security, privacy, confidentiality and integrity of student personally identifiable information, that are no less rigorous than those outlined in CIS Top 20 Security Controls, National Institute of Standards and Technology (“NIST”) SP 800-88 Guidelines for Media Sanitization and NIST Special Publication 800-57, as recommended best practices by the U.S. Department of Education.

4.0 **SCOPE OF WORK**

As set forth in more detail below, the District is requesting from each Vendor in response to this RFP: (a) a written proposal for a Data and Probability curriculum with instructional materials and services; (b) written Vendor profile; and (c) sample materials and access to online services associated with Vendor's curriculum, which will be reviewed by District staff during the proposal consideration period.

4.1 Vendor proposals shall provide the following for the curriculum with instructional materials:

4.1.1 A title and description of the instructional materials for use by students and teachers, including student editions and teacher editions.

4.1.2 ISBN numbers (where applicable).

4.1.3 Provide pricing for the District's initial purchase of instructional materials for the number of teachers and students in the table below. The quantities listed are estimates and do not

obligate the District to purchase the quantities listed. The District reserves the right to adjust or reduce the quantities ordered in conjunction with this solicitation.

Number of Teachers	Number of Sections	Number of Students
7	10	150

- 4.1.4 A description of the technology and online resources for use by students and teachers.
- 4.1.5 Provide price for District's initial purchase of technology and online resources for use by students and teachers.
 - 4.1.5.1 Provide pricing structure for subsequent purchases of instructional materials, technology and online resources to accommodate increases in student enrollment during the 7-year period the District plans to use the materials. The District requires access to the materials during the 7-year period.
 - 4.1.5.2 Provide your most competitive shipping quote for the instructional and technology materials. The District reserves the right to utilize a third-party carrier for shipment of awarded and ordered materials.
- 4.1.6 A detailed description of all training, resources and professional learning opportunities available to the District and its teachers to support the curriculum implementation and use of related instructional materials, technology and online resources during the 7-year period the District plans to use them.
- 4.1.7 Provide price for training, resources and professional learning opportunities referenced in section 4.1.6 of this RFP.
- 4.1.8 Statement as to whether Vendor intends to use one (1) or more subcontractors or third parties in connection with its provision of materials and/or services included in its response to this RFP. For each such subcontractor and third party, Vendor shall: (a) provide its name, address, telephone number and e-mail address; and (b) describe the work it will perform.
- 4.2 Vendor proposals shall include the following information:
 - 4.2.1 Full legal name of business as it appears on IRS Form W-9, as well as any other names under which Vendor does business.
 - 4.2.2 A description of Vendor's business and organization, including: (a) products and services offered; (b) address of headquarters and location of branch offices; (c) number of employees; and (d) number of years Vendor has been in business.
 - 4.2.3 Vendor's website address/Internet URL.

4.2.4 First and last name, telephone number and e-mail address of the employee within Vendor's organization designated as the District's primary contact with respect to this RFP and Vendor's response thereto.

4.3 Vendor shall provide the following for review by District staff during the proposal consideration period:

4.3.1 One (1) English language student edition set (per grade level) of instructional materials and one (1) English language teacher edition set of instructional materials

4.3.2 Access to online resources and/or software for use by students and teachers in connection with the instructional materials. Access will be required for ten (10) teacher reviewers and a maximum of fifty (50) student reviewers.

4.3.3 Access to the training, resource and professional learning materials and services that support the curriculum implementation and use of Vendor's related instructional materials, online resources and software.

5.0 **REQUIREMENTS AND RESPONSIBILITIES**

INSTRUCTIONAL MATERIALS

For each indicator, describe to what extent your partnership can provide:

Criteria	Indicators of Superior Quality	Justification/Comments with Example/s
<p>NON-NEGOTIABLE CRITERION Is the key vocabulary adequately identified and addressed?</p>	<p>Required</p> <ul style="list-style-type: none"> The essential vocabulary in the instructional material is clearly aligned with the vocabulary in the standards and framework. Instructional strategies are provided to create opportunities for students to use mathematical vocabulary with a focus on precision. 	<p><For submitters to complete></p>
<p>NON-NEGOTIABLE CRITERION Do the charts, graphs, diagrams, pictures and so forth appropriately and adequately support the teaching of the identified standards?</p>	<p>Required</p> <ul style="list-style-type: none"> The lesson/unit asks students to read, interpret, and create diagrams, charts, and graphs. 	

Criteria	Indicators of Superior Quality	Justification/Comments with Example/s
<p>NON-NEGOTIABLE CRITERION Does the teacher’s edition provide adequate, adult-level background information (concepts and examples) to equip the teacher to teach the standard?</p>	<p>REQUIRED</p> <ul style="list-style-type: none"> • Clear and complete adult-level explanations of the concepts, principles, and theories are provided to refresh or enhance knowledge of the topic. 	
<p>NON-NEGOTIABLE CRITERION Does the material present the content in multiple ways to promote student understanding of the standards?</p>	<p>REQUIRED</p> <ul style="list-style-type: none"> • Instructional material includes opportunities for students to receive direct instruction and guided practice. 	
<p>NON-NEGOTIABLE CRITERION Do the activities and problems promote student understanding of the standards and all their components?</p>	<p>REQUIRED</p> <ul style="list-style-type: none"> • Activities and problems are directly aligned to standards. • Activities and problems build on prior learning. 	
<p>NON-NEGOTIABLE CRITERION The program provides adequate materials, tools, and manipulatives to support the activities and strategies presented.</p>	<p>REQUIRED</p> <ul style="list-style-type: none"> • Materials are easily accessible and support the activities and instructional strategies presented. 	
<p>NON-NEGOTIABLE CRITERION Are there sufficient instructional strategies and resources to meet the identified needs of all students (e.g., diverse learners, struggling students, and advanced learners)?</p>	<p>REQUIRED</p> <ul style="list-style-type: none"> • Instructional strategies and resources address the needs of English Learners. • Instructional strategies and resources provide multiple entry points for students with limited reading or comprehension skills. • Deliver a balanced mathematics program. 	

Criteria	Indicators of Superior Quality	Justification/Comments with Example/s
<p>NON-NEGOTIABLE CRITERION Are there opportunities for students to make connections in the unit of study?</p>	<p>REQUIRED</p> <ul style="list-style-type: none"> • Connections are made to prior learning during instruction, including suggestions for reaching students who are functioning below grade level. 	
<p>NON-NEGOTIABLE CRITERION Is there support to help teachers identify unit design and instructional strategies for content development and student mastery of concepts?</p>	<p>REQUIRED</p> <ul style="list-style-type: none"> • Standards are designated within the instructional lesson/unit. • Specific outcomes and standards-based objectives are stated within the instructional lesson/unit. • Appropriate progress monitoring assessment and summative assessments are included within the instructional lesson/unit. 	
<p>NON-NEGOTIABLE CRITERION Does the material provide time options and pacing guides for instruction with focus on key standards?</p>	<p>REQUIRED</p> <ul style="list-style-type: none"> • Materials included in each instructional lesson/unit contain an appropriate pacing guide that allows for student mastery of the Standards. 	
<p>NON-NEGOTIABLE CRITERION Does the teacher's edition offer sufficient suggestions for presenting the material effectively to all learners?</p>	<p>REQUIRED</p> <ul style="list-style-type: none"> • T.E. and ancillary teaching materials contain numerous research-based instructional strategies to accommodate a diverse student population (for example, English Learners, Advanced Learners/Gifted and Talented Students, Students with Disabilities, and so forth). 	

Assessments

For each indicator, describe to what extent your partnership can provide:

Criteria	Indicators of Superior Quality	Justification/Comments with Example/s
<p>NON-NEGOTIABLE CRITERION Materials regularly and systematically offer assessment opportunities that genuinely measure progress as well as on mastery of grade-level standards. This progress includes gradual release of supporting scaffolds for students to measure their independent abilities.</p>	<p>REQUIRED</p> <ul style="list-style-type: none"> • The assessments provide sufficient information to ascertain student misconceptions. • The assessments provide sufficient information to determine appropriate interventions and/or remediation to meet students' needs. 	<p><For submitters to complete></p>
<p>NON-NEGOTIABLE CRITERION Are there non-traditional assignment/assessment opportunities for students to show mastery of the content?</p>	<p>REQUIRED <ADD CRITERIA INDICATORS HERE></p>	
<p><i>Add as many rows as you need for criteria</i></p>		

MOTIVATION & ENGAGEMENT

Deliberate, research-informed efforts to foster motivation, engagement, and social emotional learning within and across lessons to provide academic and life success such as resiliency, self-management, and responsible decision-making skills. For each criterion, describe to what extent your partnership can provide:

Criteria	Justification/Comments with Example/s
<p>Materials provide daily opportunities for students to make choices in their learning.</p>	<p><For submitters to complete></p>
<p>Materials provide regular opportunities for students to collaborate with peers.</p>	
<p>Materials build positive learning environments that encourage students to be partners in the learning with the teacher to set and achieve goals as well as promote student independence.</p>	
<p>Materials attend to and cultivate student interest and create their awareness of self and others by connecting learning experiences to students' family and community and how they relate to the world.</p>	

Criteria	Justification/Comments with Example/s
Materials provide opportunities for concept-based instruction for gifted and advanced readers.	
Materials provide opportunities for students to evaluate how they contributed to the learning.	

PROFESSIONAL LEARNING AND SUPPORT

As well as a viable curriculum consisting of high-quality instructional materials, the District is specifically looking for a partnership that ensures implementation with integrity through extensive professional learning experiences and support. Use [Learning Forward’s Standards for Professional Learning](#) as a springboard. For each criterion, describe to what extent your partnership can provide:

Criteria	Justification/Comments with Example/s
Vendor has the organizational structure, processes, and support capacity to provide engaging and interactive professional learning that considers the complexities of a large district to ensure adult capacity and student outcomes (i.e., moving beyond “train the trainer” models). Current research indicates at least 50+ hours of professional learning).	<For submitters to complete>
Provide a district support implementation plan and processes that includes program activation, implementation, and support, both short term (existing personnel) and long term (onboarding new personnel).	
Provide differentiated tracks of professional learning for multiple adult audiences including district leadership, specialists and coaches, school leadership, content teachers, English Language teachers, Exceptional Children teachers, gifted teachers, etc.	
Professional learning that appeals to a wide variety of adult learning styles including, but not limited to, face-to-face, synchronous, and asynchronous digital learning, micro-credentialing courses, job-embedded learning, etc.	
Supporting professional materials should include videos, articles, research, teacher, and student exemplars of work, modeled lessons that are based in real-world application and move beyond theory.	
Vendor focuses on increasing leader and educator effectiveness and improving the use of technology and data analytics.	

Criteria	Justification/Comments with Example/s
Digital materials that are seamlessly compatible with the district's current technology platforms while simultaneously able to adapt to upcoming advances, such as providing, modifying, and creating customized resources to align to the needs to the district.	
Professional learning is grounded in the standards to move all participants to greater pedagogical understanding, knowledge, and skills.	

ASSURANCE OF ACCESSIBILITY STANDARDS

Assure materials are accessible to all students, including students identified as blind, visually impaired or print disabled. Assurance that materials are compliant with the standards, recommendations, and guidelines specified assists educators in the selection and use of accessible versions of materials that can be used with all students, including those with different kinds of challenges and assistive devices. For each criterion, describe to what extent (yes, no) your partnership can provide:

Criteria	Notes/Comments
Materials are available in PDF Format	Yes No
Materials in ePUB Format	Yes No
Materials are available in an accessible media format and includes alternate text or subtitles	Yes No
Materials includes alternate text (image)	Yes No
Materials includes captions and subtitles (video)	Yes No
Materials include functionality that provide accessibility	Yes No
Materials comply with W3C recommendations for web pages	Yes No
Is a 508 compliant website	Yes No
Available in the National Accessible Instructional Materials Standard Format - Accessible XML	Yes No
Complies with National Instructional materials Accessibility Standard (NIMAS) Guidelines for Movies, Web, and Multimedia	Yes No

TECHNOLOGY PLATFORM AND HIGH-LEVEL ARCHITECTURAL DESIGN

Vendor shall provide a detailed response to what extent they can support the specifications requested. Any additional information provided should clearly state the referenced technical specification in an organized and easily read format. For each criterion, describe, to what extent (low, medium, high), your partnership can provide:

Criteria	Response/Comments with Example/s
Vendor shall describe how their product handles authentication including single sign (SSO) on capabilities. A description of all supported SSO capabilities offered should be included in the response.	
Vendor shall describe how the product handles authorization. This should include a description of the authorization/security model as well as how role/group/scope changes can be automated.	
Vendor shall describe the capabilities of the application/service to automate rostering of students/teachers/staff. This description should include data formats and file transmission options.	
Vendor shall describe how their product handles account creation, additions and deletions for both student and staff users.	
Vendor shall describe how administrative functions are separated into different roles such as district, school, teacher, etc.	
Vendor shall describe how the methods and means by which the security of District data is ensured. Describe the methods and practices in place to protect against unauthorized access, destruction, use, modification, and disclosure of District data.	
Vendor shall describe all personally identifiable information that is collected through use of the application, site or service and describe the method(s) by which that data is secured.	
Vendor shall describe the method by which a parent may exercise the right to inspect and amend a student’s educational records stored in the application, site, or service.	
Vendor shall fully describe technical requirements if application, site, or service is hosted on-premises. Vendor shall describe cloud-hosted delivery options for application, site, or service.	
Vendor shall describe in detail all system and network requirements. This description shall include internet browser compatibility, third-party browser plug-in requirements, and end-user workstation minimum specifications.	

Vendor shall describe the capabilities of the application/service to be used on mobile tablet and smartphone devices, whether native or hybrid apps are available and for which mobile operating systems and versions.	
Vendor shall describe the product(s) support model for both technical and functional district support needs. Include expected time to respond to support requests for technical or service-related issues and/or any SLAs you offer via your products and services.	
Vendor shall describe their approach to converting and migrating data into and out of their solution.	
Vendor shall describe the reporting features for district and school-based administrators, teachers, and students. (Attach sample reports.)	
Vendor shall describe the reporting feature on an individual student level including how the student is compared to like peers. (Attach sample reports.)	
Vendor shall describe compliance with website accessibility requirements.	
Vendor shall describe how it complies with IMS Global (now 1EdTech) standards for content including Common cartridge, QUI, and any unique integration solutions for learning management systems.	
Vendor shall describe the methods or plans for data deletion upon termination of the agreement.	

TECHNICAL REQUIREMENTS

Vendor shall provide a detailed response to what extent they meet the requirements listed. Any additional information provided should clearly state the referenced technical requirement in an organized and easily read format.

Criteria	Response/Comments with Example/s
1) Database Access a) Are your system's databases accessible to our District's IT team to access? If so, how? b) Indicate, and explain, if there are specific tables that would not be accessible by our District's IT team. List technical documentation available specific to database structure of your system.	
2) API Access a) Does your application have an API accessible to our District's IT team?	

<p>b) Indicate, and explain, if there are specific data elements not available through the API. List the technical documentation available specific to your system's API.</p>	
<p>3) System Requirements a) Explain your compatibility, functionality, and system requirements for Chromebook, Chrome OS, iOS, and Windows 10+ Acknowledge your systems use HTML5 and not flash.</p>	
<p>Explain hosting options available for your system. Where will any student data created or stored by your system be stored?</p>	
<p>List the reports, including data elements, exportable from the front-end of your application.</p>	
<p>Describe your system's RBAC (Role-Based Access Control), including if administrative credentials are available to our District's IT Team.</p>	
<p>4) Explain what data elements your application ingests via integrations? List the technical documentation available specific to integration specifications.</p>	
<p>Explain your system's data integration processes including data integration schedule options.</p>	

OTHER VENDOR RESPONSIBILITIES

For each criterion, describe, to what extent (yes, no), your partnership can provide:

Criteria	Notes/Comments
Vendor shall understand how teachers are provided guidance on the why and how of the instructional practices aligned to the standards within the resource and certify that their proposal is compatible and compliant.	Yes No
Vendor shall provide product development plans, technical architecture, and implementation approaches that can support a district of this size, to better predict implementation and professional development support.	Yes No
Vendor shall provide fidelity checks (e.g., walk-through, observation tools) that include metrics as part of the implementation plan.	Yes No
Vendor shall provide materials that are easy to use and well organized for students and teachers. Teacher editions are concise and easy to manage with clear connections between teacher resources.	Yes No

Criteria	Notes/Comments
Research conducted by objective third party is included that demonstrates the effectiveness of the curriculum.	Yes No

PARTNERSHIP REQUIREMENTS

The following requirements shall be provided by vendor in an organized, easily identifiable manner that allows for quick reference. For each criterion, describe, to what extent, your partnership can provide:

Criteria	Comments/Links to Examples
<p>Vendor Plan for Implementation Describe your implementation methodology and approach to resources including options to train district implementation staff to the end user including any learning videos, handouts, and other implementation resources that may be made available online. Include a plan for teacher development of your defined resources that meets the diverse strengths and needs of our teachers.</p>	
<p>Vendor Profile Vendor shall provide company profile information (company background, number of employees, type of company, financial information, capacity for handling services, location of company)</p>	
<p>Vendor Experience Vendor shall demonstrate experience with public sector clients with similar or greater size and complexity to the Poudre School District. Vendor shall provide information as to the qualifications and experience of all executive, managerial, legal, and professional personnel to be assigned to this project, including resumes citing experience with similar projects and the responsibilities to be assigned to each person.</p>	
<p>Technical Approach Vendor’s proposal shall include, in narrative, outline and/or graph form the Vendor’s approach to accomplishing the tasks outlined in the Scope of Work section of this</p>	

document. A description of each task and deliverable and the schedule for accomplishing each shall be included.	
<p>Materials to Sample</p> <p>Publishers are required to send materials which include special instructions, written correlations, publisher’s presentation, and samples of the major tool (student edition and teacher edition) in an electronic or digital format. These samples must be in final form (i.e., must be the product that will be available to the district).</p>	

6.0 REVIEW AND ASSESSMENT

- 6.1 Instructional Materials will be evaluated on the criteria under Requirements and Responsibilities (5.0). Separate criteria may be the basis for review of the written proposals and interview session.
 - 6.1.1 The rating scale shall be from 0 to 2, with 0 – Not Evident, 1 – Partially Evident, 2 – Evident and Well Supported. Proposal will be evaluated on the body of evaluation evidence that includes, but is not limited to, the cumulative point system referenced here.
- 6.2 District staff shall review the written Vendor proposals, profiles, sample instructional materials, online resources, software, training, and professional learning materials and services submitted in response to this RFP during the proposal consideration period.
- 6.3 Vendors are requested through this RFP to provide information regarding Discrete Mathematics solution as listed under the “Objectives” section above. Certain vendors will be requested as a result of this RFP to engage in deep discussion, demonstration, and field testing of their proposed solution. The discussions will be scheduled during the Fall of 2023. This RFP does not obligate the District to any purchase or to any action as a result of the information received. If selected for the demonstration (vendor review) process, selected companies will receive additional follow-up questions and information to be addressed at the demonstration.
- 6.4 Sample materials will be returned to Vendor after the conclusion of the proposal consideration period, at Vendor's request, upon Vendor's arrangements acceptable to the District for payment of shipping and all other return fees and costs, with no expense to the District. Include a comprehensive list of all the materials submitted for evaluation in your proposal. An electronic copy or hard copy of the sample materials must be furnished to the District for our permanent records at no expense. Requests must be made in writing to: Kristin Thetford, kthetford@psdschools.org and copy Dave Lawrence dlawrence@psdschools.org
- 6.5 After January 2024, the District may select one (1) or more Vendors with which it wishes to contract for the curriculum with instructional materials and services. The selected Vendor's provision of such curriculum, instructional materials and services is subject to and conditioned on: (a) Agreement by the District and Vendor regarding the terms of a written Agreement between the parties, including but not limited to the terms specified in Exhibit A of this RFP; (b)

negotiation of Agreement; and (c) execution of the written Agreement by authorized representatives of the District and Vendor.

- 6.6 This RFP does not commit the District to select or contract with any Vendor that provides a response, or to pay any costs incurred by Vendors in responding to the RFP or negotiating an Agreement. The District reserves the right to reject any and all responses to this RFP at any point in the process, to waive any irregularities and/or informalities with respect to the RFP procedures and deadlines, and to select the Vendor whose response it deems in its sole discretion to be in the best interest of the District.
- 6.7 The District may at its discretion, elect to interview one (1) or more Vendors that submit a proposal, but is not required to do so.
- 6.8 The determination of whether to conduct interviews with the finalists shall be made by the District based solely on its determination of whether interviews would be helpful in evaluating the proposals.
- 6.9 Any Vendor selected for an interview will be expected to make an introductory presentation followed by a question and answer period at a Poudre School District location in Fort Collins, CO 80521. The exact location will be determined and announced to selected Vendor(s). The District will not reimburse any travel related or other expenses related to an interview.
- 6.10 All Vendors must fill out and submit the included Reference form in Section 10.0.
- 6.11 All Vendors must sign and submit the Bid Certification Form in Section 11.0

7.0 **GENERAL TERMS AND CONDITIONS**

- 7.1 Information and materials submitted in response to this solicitation may be considered public records subject to disclosure under the Colorado Open Records Act ("CORA"), C.R.S. §§ 24-72-200.1 to -205.5. Information and materials that the vendor believes are confidential and not subject to disclosure under CORA must be submitted separately with a citation to the section of CORA and any other relevant law under which the vendor believes they are confidential. The District, not vendor, shall determine whether information and materials so identified will be withheld as confidential, but will inform the vendor in advance of disclosure to give it an opportunity to take legal action to protect its interests vis-à-vis the party making the CORA request.
- 7.2 The District is a public-school district exempt from the payment of sales and use taxes under Colorado Tax Exempt No. 98-03335. A copy of the District's Certificate of Exemption issued by the Colorado Department of Revenue is available upon request. The District is exempt from city, county, and state sales and use tax and federal excise taxes or federal transportation taxes.
- 7.3 Each Vendor, its employees, representatives and subcontractors agrees to abide by all applicable Federal, State and Local codes, laws, rules and regulations.
- 7.4 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.

- 7.5 The District shall issue a written addendum if substantial changes, which impact the technical submission of Bids, are required. A copy of such addenda will be distributed via BidNet. In the event of conflict with the original contract documents, addenda shall govern all other contract documents to the extent specified. Subsequent addenda shall govern over prior addenda only to the extent specified.
 - 7.5.1 The Vendor shall be solely responsible for confirming receipt of all addenda prior to Bid submittal.
 - 7.5.2 Amendments or clarifications to the submitted bids not requested by the District evaluation committee will not be accepted, nor considered in awarding of the contract.
- 7.6 The District confirms and the Vendor agrees that there is no expressed or implied obligation for the District to reimburse Vendors for any expenses incurred in preparing the Vendor's response to this RFP.
- 7.7 This solicitation does not commit the District to select or contract with any bidder that provides a response, or to pay any costs incurred by bidders in responding to the solicitation or negotiating a contract.
- 7.8 The District reserves the right to reject any and all responses to this solicitation at any point in the process, to waive any irregularities and/or informalities with respect to the solicitation procedures and deadlines, and to select the bidder whose response it deems in its sole discretion to be in the best interest of the District.
- 7.9 Vendor must provide all requested information. Failure to do so may result in rejection of the response at the option of the District.
- 7.10 Bid responses must meet or exceed specifications contained in the solicitation document.
- 7.11 Vendor agrees to furnish the products or services covered as a result of this solicitation in strict accordance with the District's specifications.
- 7.12 All information and supplemental documentation required in conjunction with this solicitation shall be furnished by the Vendor with their bid responses. If the Vendor fails to supply any required information or documents, their bid response may be considered non-responsive and ineligible for award.
- 7.13 The accuracy of the bid responses is the sole responsibility of the Vendor. No changes in the bid response shall be allowed after the submission deadline, except when the Vendor can show clear and convincing evidence that an unintentional factual mistake was made, including the nature of the mistake and the price actually intended.
- 7.14 The apparent silence or omissions within this solicitation regarding a detailed description of the materials and services to be provided shall be interpreted to mean that only the best commercial practices are to prevail and that only materials and workmanship of first quality are to be used.

- 7.15 The award of this solicitation to a selected bidder is contingent upon the execution of a mutually acceptable agreement. If a mutually acceptable agreement is not executed, the District reserves the right, at its sole discretion, to negotiate with a subsequent bidder(s) who submitted a responsive and responsible response to this solicitation per the specified terms herein.
- 7.16 The District may, at its sole and absolute discretion:
- 7.16.1 Reject any and all or parts of any or all bid responses submitted by prospective Vendors;
 - 7.16.2 Re-advertise this solicitation;
 - 7.16.3 Postpone or cancel the solicitation process for this solicitation;
 - 7.16.4 Waive any irregularities or technicalities that are not qualified as a requirement for responsiveness in this solicitation or in bid responses received in conjunction with this solicitation; and/or
 - 7.16.5 Determine the criteria and process whereby bid responses are evaluated and awarded.
- 7.17 The District shall be the sole judge in determining equals in regard to quality, price and performance.
- 7.18 Vendor shall provide the services under this RFP as an independent contractor of the District. As such, Vendor shall have the right to determine how and by whom the Services will be provided and the right to provide the Services free from the direction and control of the District, subject to and consistent with the terms and conditions of a District issued purchase order or agreement.
- 7.18.1 Vendor shall be exclusively responsible for: (a) all compensation, employment tax withholdings and payments, and all fringe benefits for its employees (if any) in full compliance with all applicable federal, state and local laws; (b) all insurance coverages and benefits for its employees (if any) in full compliance with all applicable federal, state and local laws, including but not limited to pension or retirement benefits, workers' compensation, unemployment compensation, and Social Security benefits; and (c) all payments to its contractors and subcontractors for goods and/or services directly or indirectly related to this RFP.
 - 7.18.2 Nothing in this Solicitation shall be construed as creating a single enterprise, partnership, joint venture or employer-employee relationship between Vendor and the District. Vendor is not a partner, agent or representative of the District and shall not represent itself to be a partner, agent or representative of the District. The District is not a partner, agent or representative of Vendor and shall not represent itself to be a partner, agent or representative of Vendor.
 - 7.18.3 Vendor shall not attempt or purport to extend the faith and credit of the District to any third party, person or entity. Vendor acknowledges and agrees that it has no authority to enter into any contract with a third party that would bind or in any way obligate the District. The District shall not attempt or purport to extend the faith and credit of Vendor to any third party, person or entity. The District acknowledges and agrees that it has no

authority to enter into any contract with a third party that would bind or in any way obligate Vendor.

- 7.19 The Vendor shall not assign an agreement, as a result of this solicitation, or any of its rights, interests or obligations without the prior written consent of the District. The consent may be withheld for any reason or no reason as determined by the District in its sole discretion.
- 7.20 It is agreed that no otherwise qualified vendor shall be excluded from participating in, be denied the benefits of, or be subject to discrimination, including harassment, under any provision of this RFP on the basis of race; creed; color; national origin; age; sex; pregnancy; physical recovery from childbirth or a related condition; sexual orientation; marital status; veteran status; religion; genetic information; gender expression; gender identity; ancestry; or disability.
- 7.21 Vendors may offer a cash discount for prompt payment; however, such discounts shall not be considered in determining the lowest net cost for the Bid evaluation purposes.
- 7.22 **Invoicing.** The District utilizes an online vendor portal to collect, validate, and manage vendor information, including but not limited to tax identification verification, sanction monitoring, receipt of W9 and other required forms. Prior to the issuance of a purchase order or payment, the Contractor will be required to complete the online registration process through the online vendor portal, which shall include the Contractor providing all required documentation, and receiving approval of the submission of all documentation, including but not limited to, taxpayer identification number and bank account verification.
- 7.22.1 Invoices for Services provided shall be submitted directly to the District's accounts payable department within thirty (30) days of completion of Services. Invoices for such Services shall include (a) date on which Services were provided, (b) the District Location for which the Service were provided, (c) details of Products delivered, (d) and purchase order number. All invoices must be submitted within 30 days of fiscal year end June 30 and may not include items received by the District outside of the fiscal year July 1 – June 30.
- 7.22.2 Invoices received from the Contractor pursuant to this Agreement will be reviewed and approved by the District's representative, indicating that services have been rendered in conformity with the Agreement and then will be sent to the Finance Department for payment. Payment for Services not approved by the District in writing, shall not be considered valid and the District will not be responsible for covering associated costs. Invoices will generally be paid within thirty (30) days following the District representative's approval.
- 7.22.3 Invoices which do not conform with the agreement will be paid thirty (30) days from receipt of a revised and corrected invoice.
- 7.22.4 Invoices shall be sent to ap@psdschools.org.
- 7.22.5 The District is exempt from federal and state taxes under Colorado Tax Exempt Number 98-03335.

7.22.6 If the contract results in the right to use an asset, the Contractor shall provide the District, if requested, documentation necessary to facilitate the District’s compliance with the Governmental Accounting Standards Board (“GASB”) issued GASB Statement No. 87, Leases.

8.0 **INSURANCE REQUIREMENTS**

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

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

Any insurance and/or self-insurance carried by the District is excess of the coverage extended to the District by Vendor. Vendor 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 6.1 shall not reduce the indemnification liability that Vendor has assumed herein.

Commercial General Liability

Minimum Limits

- Each Occurrence Bodily Injury & Property Damage \$2,000,000
- General Aggregate \$3,000,000
- Products/Completed Operations Aggregate \$2,000,000
- Personal/Advertising Injury \$2,000,000
- Product Recall Expense \$500,000
- 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 Vendor even if those limits of liability are in excess of those required by this Agreement.

The Vendor 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 Vendor, or its employees, agents, Subcontractors, or assignees related to the terms of this Agreement and any Services provided under this Agreement.

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

9.0 **EVALUATIONS AND AWARD OF CONTRACT**

9.1 Vendor responses to this RFP shall be evaluated on ability to meet all requirements as set forth in this RFP.

9.2 During the evaluation process, the District reserves the right, where it may serve the District's best interest, to request additional information, or clarifications from bidders, or to allow corrections of errors or omissions. Amendments or clarifications to submitted response not requested by the District will not be accepted, nor considered following the opening of the response.

9.3 Responses to this solicitation will be independently evaluated by an evaluation committee to be established for such purpose.

9.4 Responses submitted will be evaluated using pre-determined rating criteria. Those responses that are clearly non-responsive to the stated requirements may be eliminated prior to the evaluation. Prior to response submission, bidders are encouraged to review the requirements stated in this solicitation document and BidNet for any related addenda to ensure requirements are incorporated in their responses.

9.5 The District reserves the right to request additional information, negotiate, award, or negotiate an agreement further with one or more Vendor.

9.6 Should the District determine in its sole discretion that only one Vendor is fully qualified or that one Vendor is clearly more highly qualified than the others under consideration, an agreement may be negotiated and awarded to that Vendor.

9.7 For the purposes of solicitation evaluation, bidders must indicate any variances to the specifications and terms and conditions, no matter how slight. If variations are not stated in the bidder's response, it shall be construed that the proposal fully complies with the specifications and terms and conditions. Notwithstanding the above, it is hereby agreed and understood that the District reserves the right to reject these variations if they individually or, as a whole, do not meet the standards established in the specifications.

9.8 Modification to this document, exhibits or addenda will be considered invalid will not accepted in any format by the District, and may be cause for disqualification. Proposed modifications may be submitted through BidNet with the submission of a Bid response. Proposed modifications are

not considered as accepted unless formally accepted in writing by the procurement agent prior to the intent to award. Submission of a modification, and an intent to award from a solicitation shall not be considered in any way, an acceptance of any proposed modifications by the Vendor.

- 9.9 Award of contract shall be made to the responsive and responsible Vendor meeting the specifications and as deemed to be in the best interests of the District. Interviews may be requested with one or more respondents. Final evaluation may be based on, but not limited to, any or all of the following: price, adherence to specifications, performance, previous experience with similar projects, references, product availability and delivery time. Those Bids that are clearly non-responsive to the stated requirements may be eliminated prior to this evaluation.
- 9.10 This solicitation, or submitted agreement from the Vendor, does not commit the District to award a contract or to pay any costs incurred in the preparation of a proposal or to procure a contract for the services. The District reserves the right to accept or reject any or all proposals received as a result of this request or to cancel in part or in its entirety this solicitation if it is deemed to be in the best interest of the District. The District reserves the right to accept any portion of the proposal or the entire proposal as deemed in the best interest of the District.

10.0 **SUBMISSION OF BID**

- 10.1 By signature of the Bid Certification Form, contained within this RFP, and accepted submission through BidNet to this solicitation, the Vendor certifies that submission of this RFP is made without any previous understanding, agreement, or connection either with any persons, firms or corporations offering a RFP for the same items or with the District.
- 10.2 Bid responses shall contain a signature of an authorized representative in the space provided on the Bid Certification Form.
- 10.3 The Vendor through submission of the Bid Certification Form certifies that this solicitation is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.
- 10.4 Submission of a bid response is deemed as acceptance of all terms, conditions and specifications contained in the solicitation package initially provided to the Vendor.
- 10.5 It shall be the sole responsibility of the Vendor to ensure their Bid is submitted through BidNet by the submission deadline. Late responses will not be accepted.

11.0 **COOPERATIVE PURCHASING EFFORTS**

The District is a member of, or affiliated with, several regional professional procurement organizations within Colorado and Wyoming. These organizations are comprised of governmental purchasing agents, or agency representatives responsible for the purchasing function. These organizations include:

- 11.1.1 Colorado Educational Purchasing Council (CEPC) - A cooperative purchasing organization comprised of purchasing agents/buyers representing all Colorado public school districts.

- 11.1.2 Multiple Assembly of Procurement Officials (MAPO) - A cooperative purchasing organization comprised of procurement representatives from state, county, municipal, governments, special districts, or school districts along the front range of the Rocky Mountains in Colorado.
- 11.1.3 Rocky Mountain Governmental Purchasing Association (RMGPA) - A chapter member of the National Institute of Governmental Purchasing (NIGP), consisting of public procurement professionals and their representative agencies which include approximately 100 state, county, and municipal governments; school districts and higher education; and other special districts.
- 11.1.4 Members of these organizations, at their discretion, may request use of the contracts or awards that result from this solicitation. Each governmental entity which uses a contract resulting from this solicitation would establish its own contract, issue its own orders, schedule deliveries, be invoiced individually, make its own payments, and issue its own exemption certificates as required by the Vendor. It is understood and agreed that the Poudre School District R-1 is not a legally binding party to any contractual agreement made between another governmental entity and the Vendor as a result of this solicitation. The District shall not be liable for any costs or damages incurred by any other entity. Usage by any other entity shall not have a negative impact on the District in the current term or in any future terms.

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12.0 **REFERENCES**

References – List three (3) references for which your company has completed similar services for projects of similar scope.

10.1 Company Name _____
Address _____
Contact Person _____
Telephone _____
Email _____
Describe type of work/service performed or items supplied _____

10.2 Company Name _____
Address _____
Contact Person _____
Telephone _____
Email _____
Describe type of work/service performed or items supplied _____

10.3 Company Name _____
Address _____
Contact Person _____
Telephone _____
Email _____
Describe type of work/service performed or items supplied _____

13.0 PROPOSAL CERTIFICATION FORM

Data and Probability Curriculum

RFP# 24-630-001

The District will only accept and consider electronically submitted proposals from Vendors, which must be submitted and received in the www.bidnetdirect.com electronic solicitation portal on or before Wednesday, October 11, 2023 2:00 p.m. MT.

The sample instructional materials and access to online resources, software, training and professional learning materials and services, all as requested in Section 3.0 of this RFP must be physically received on or before **2:00 p.m. MT on Wednesday, October 11, 2023** and shall be in a sealed packaged and marked **RFP# 24-630-001 Data Analysis and Probability Curriculum with Instructional Materials and Services** and mailed or delivered to:

**Poudre School District R-1
Curriculum, Instruction and Assessment
Attn: David Lawrence – RFP# 24-630-001 – Data Analysis and Probability Curriculum
1502 South Timberline Road
Fort Collins, CO 80524**

The undersigned hereby affirms that:

- Agent is a duly authorized agent of the company issuing this proposal and that all information provided in the proposal is true and accurate.
- Vendor has read the conditions and technical specifications, which were made available to the company in conjunction with this RFP, and fully understands and accepts these terms unless specific variations have been expressly listed in the proposal.
- Vendor will adhere to all terms and conditions and provide, at a minimum, all services as expressed in the RFP and/or the company's proposal responding to the RFP.
- Vendor meets or exceeds all the required criteria as specified by this RFP, or if not, has submitted a Justification for Consideration addressing any failure to meet the criteria.
- Vendor's proposal is being offered independently of any other Vendor and in full compliance with the terms specified in the RFP.
- Vendor will accept any awards made to it, contingent on Agreement negotiation, as a result of this RFP for a minimum of ninety (90) calendar days following the date and time of the RFP opening.

Vendor Name: _____

Signature of Authorized Agent: _____

Printed Name: _____

Title: _____

PROPOSAL CERTIFICATION FORM (continued) RFP# 24-630-001

E-mail address: _____

Phone Number: _____

Contact Person: _____

Phone Number: _____

Contact Email:

(If different from Agent)

NOTE: Proposals submitted without the signature of an authorized agent of the Vendor may be considered non-responsive.

**SOFTWARE SERVICES AGREEMENT
BETWEEN {---COMPANY LEGAL NAME---}
AND POUFRE SCHOOL DISTRICT R-1**

This Software Services Agreement (“Agreement”) is entered into this {---Date Number---} day of {---Month and Year---}, by and between Poudre School District R-1 (the “District”) and {---Company Legal Name---} (the “Contractor”). The District and the Contractor are collectively referenced herein as the “parties.” In consideration of the mutual covenants and promises contained in this Agreement, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Term of Agreement.

1.1. This Agreement shall commence on {---Start Date---} and continue through and including {---End Date---}.

2. Deliverables and Purchase Price.

The Contractor shall make its {PRODUCT DESCRIPTION} for use in the District, in accordance with the scope of work set forth in the attached Exhibit {EXHIBIT FOR SCOPE OF WORK} (hereinafter the “Services”).

2.1. The total cost for all Services under this contract as set forth on the attached Exhibit {EXHIBIT FOR PRICING}, shall not exceed {---Written Out Total Price---} (\$ {---Contract Amount---}), due and payable thirty (30) days from receipt of Contractor’s invoice.

2.1.1. Additional Services purchases shall not exceed the pricing outlined in Exhibit {EXHIBIT FOR PRICING}.

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

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

2.3.1. The Contractor shall provide the contact in section 10 a quote for Services conforming to the pricing, which shall be payable by the District thirty (30) days after receipt of Contractor’s invoice.

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

2.3.3. Services provided by Contractor without conforming to section 2.3 of the Agreement shall be considered unauthorized and payment shall not be issued by the District.

2.3.4. Contractor shall assure compliance with the District Policy DJG/DJGA, attached as Exhibit {NUMBER} and hereby made part of this Agreement, direct communication with schools or sales must be approved by contact in section 10 of this agreement.

2.4. Contractor shall maintain compliance with federal, state and local laws as pertains to accessibility for persons with disabilities, including but not limited to Colorado House Bill 21-1110, for the length of the Agreement and all extensions.

2.5. Invoicing. Contractor will provide invoices for the Services at the rate specified in {EXHIBIT OR SECTION}. Invoices for Services provided shall be submitted directly to the District's accounts payable department within thirty (30) days of completion of Services. Invoices for such Services shall include (a) date on which Services were provided, (b) the District Location for which the Service were provided, (c) details of Products delivered, (d) and if issues, a purchase order number.

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

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

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

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

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

2.5.6. If the contract results in the right to use an asset, the Contractor shall provide the District, if requested, documentation necessary to facilitate the District's compliance with the Governmental Accounting Standards Board ("GASB") issued GASB Statement No. 87, Leases.

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

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

2.8. The District agrees, subject to the limited rights expressly granted hereunder, that all rights, title and interest in and to all Services, including all related IP Rights, are and shall remain the sole and exclusive property of Contractor or its third-party licensors. "IP Rights" means, collectively, rights under patent, trademark, copyright and trade secret laws, and any other intellectual property or proprietary rights recognized in any country or jurisdiction worldwide. The District shall notify Contractor of any violation of Contractor's IP Rights in the Services, and shall reasonably assist Contractor as necessary to remedy any such violation. Contractor Services are protected by patents.

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

3. Definitions.

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

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

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

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

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

3.6. As used in this Agreement, “securely destroy” is defined as removing confidential student records and information from the Contractor’s systems, paper files, hard-copy and electronic records, databases and any other media regardless of format, in accordance with the standard detailed in the National Institute of Standards and Technology (“NIST”) SP 800-88 Guidelines for Media Sanitization, so that the confidential student records and information are permanently irretrievable in the Contractor’s normal course of business.

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

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

5. Security of Confidential Student Records and Information.

5.1. The Contractor shall store and process confidential student records and information in accordance with commercial best practices, including implementing appropriate administrative, physical and technical safeguards that are no less rigorous than those outlined in CIS Critical Security Controls, as amended, to secure such confidential student records and information from unauthorized access, disclosure, alteration and use. The Contractor shall ensure that all such safeguards, including the manner in which confidential student records and information is collected, accessed, used, stored, processed, disposed of and disclosed, comply with all applicable federal and state data protection and privacy laws, regulations and directives,

including but not limited to Colorado's Student Data Transparency and Security Act, C.R.S. §§ 22-16-101 to -112. Without limiting the foregoing, and unless expressly agreed to the contrary in writing, the Contractor warrants that all electronic confidential student records and information will be encrypted in transmission and at rest in accordance with NIST Special Publication 800-57, as amended.

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

6. Use of Confidential Student Records and Information.

6.1. Under the 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; (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 (d) at the conclusion of the term of the Agreement the Contractor shall, as directed by the District, either securely destroy all confidential student records and information in its possession, custody or control, or return such confidential student records and information to the District.

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

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

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

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

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

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

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

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

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

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

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

{---Company Legal Name---}
Attn: {---Contact Name---}
{--- Street1---}
{--- Street2---}
{---City---}, {---State/Province---}
{---Postal Code---}
Email: {---Contact Email---}

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

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

Any insurance and/or self-insurance carried by the District in 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 11 shall not reduce the indemnification liability that Contractor has assumed in section 12.

Commercial General Liability

Minimum Limits

- | | |
|--|-------------|
| a. Each Occurrence Bodily Injury & Property Damage | \$2,000,000 |
| b. General Aggregate | \$3,000,000 |
| c. Products/Completed Operations Aggregate | \$2,000,000 |
| d. Personal/Advertising Injury | \$2,000,000 |
| e. Product Recall Expense | \$500,000 |
| f. Coverage must be written on an "occurrence" basis. | |
| g. 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. | |

12. 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.

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

14. Contractor shall maintain compliance with federal, state and local laws as pertains to accessibility for persons with disabilities, including but not limited to Colorado House Bill 21-1110, for the length of the Agreement and all extensions.

15. General Provisions.

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

14.2. 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.

14.3. Press Contacts/News Releases. The Contractor shall not initiate any press, media, or social media, contact nor respond to press, media or social media requests regarding this Agreement and/or any related matters concerning the District without the prior written approval of the District.

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

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

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

14.7. 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.

14.8. 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.

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

14.10. Severability Clause. Should any provision of this Agreement be determined to be void, invalid, unenforceable or illegal for whatever reason, such provision(s) shall be null and void; provided, however, that the remaining provisions of this Agreement shall be unaffected thereby and shall continue to be valid and enforceable.

14.11. Attorney Fees and Costs. In the event it becomes necessary for either party to institute litigation to enforce any provision of this Agreement, the substantially

prevailing party in such litigation shall receive, as part of any judgment or award entered, its reasonable attorney fees and costs, including expert witness fees.

14.12. 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.

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

14.14. 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.

14.15. 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. This Agreement may be signed in counterparts, and each counterpart shall be deemed an original, and all the counterparts taken as a whole shall constitute one and the same instrument.

14.16. 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.

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.

{---COMPANY LEGAL NAME---}

POUDRE SCHOOL DISTRICT R-1

By: _____

By: _____

{---Signatory Name---}

R. David Montoya
Chief Finance Officer

{---Signatory Title---}

By: _____

{---Secondary District Signee---}

{---Secondary District Signee Title---}

SAMPLE ONLY

Exhibit B



Poudre School District R-1

Data Analysis and Probability Curriculum RFP #24-630-001

TECHNICAL PROPOSAL

Due - October 11, 2023

Poudre School District R-1
Curriculum, Instruction and Assessment
Attn: David Lawrence – RFP# 24-630-001 – Data Analysis and Probability Curriculum
1502 South Timberline Road
Fort Collins, CO 80524

Imagination Engaged

Every student has the potential to change the world. It starts with students feeling a strong sense of belonging within a learning community that values their experiences, sets high expectations, and makes content meaningful and accessible. With our award-winning curriculum, teachers can create this community and engage all students in rigorous content that is characterized by inquiry, collaboration, and personalization.



Visit [savvas.com/Insights](https://www.savvas.com/Insights)
for free resources designed to inspire
educators and keep them informed about
the latest trends in next-generation learning.



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about **Savvas Learning Company**.

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LEARNING COMPANY

[Savvas.com](https://www.savvas.com)

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@SavvasLearning



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October 10, 2023

Poudre School District R-1
Curriculum, Instruction and Assessment
Attn: David Lawrence – RFP# 24-630-001 – Data Analysis and Probability Curriculum
1502 South Timberline Road Fort Collins, CO 80524

RE: RFP #24-630-001 Data Analysis and Probability Curriculum

Dear Mr. Lawrence:

In support of increasing students' learning rates to support college and career readiness, preparing students to graduate with options, and promoting student connections and well-being, the Poudre School District R-1 (PSD) is seeking a Data Analysis and Probability Curriculum resource.

Savvas Learning Company LLC (Savvas) offers the following solution:

Published by Pearson Education, Inc.¹, ***Stats in Your World, Third Edition*** © 2020 (Bock, Mariano) is a textbook for algebra-based introductory statistics courses for grades 9–12. The textbook presents statistics as a key tool for thinking about the world. By leading with real-world examples, clear graphics, and practical data analysis, the authors get students “doing statistics” quickly and “thinking statistically” from the beginning. The questions that motivate the hundreds of examples and exercises highlight the wide applicability of statistics, teach the methods and procedures of proper data analysis, and—most importantly—emphasize thinking about what the results mean.

With our long-time experience working with districts of all sizes and demographics, we believe our solutions and implementation training strategies will serve PSD well. We proudly carry a long-standing tradition of innovation and leadership in K–12 education.

We offer the highest-quality content, and the most engaging digital experiences, so students can maximize their learning in school or at home. By combining new ideas, new ways of thinking, and new ways of interacting, we have created next-generation learning solutions that are accessible anytime, anywhere.

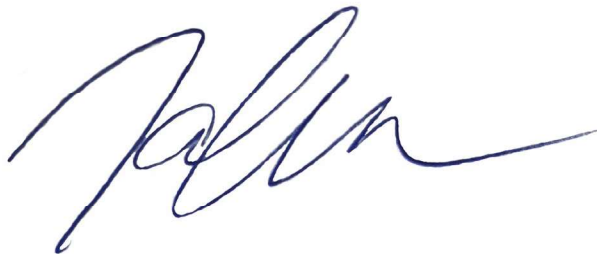
Thank you again for the opportunity to partner on your Data Analysis and Probability Curriculum

¹ Pearson, Mastering, MyLab, and the Pearson logo are trademarks owned/and or registered by Pearson plc and/or its affiliates. All other third-party marks associated with these products are the property of their respective owners. Copyright in the works referenced herein is owned by Pearson Education, Inc. Pearson Education has control over the editorial content in these instructional materials.

Savvas Learning Company LLC is the official distributor for Pearson in offering effective, hands-on content in AP®, Honors, and Electives programs to K–12 schools and districts.

solution. Should you have any questions or need additional information, please do not hesitate to contact me directly.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Taryn Wallis', with a long horizontal flourish extending to the right.

Taryn Wallis

Account Manager, Colorado/Wyoming

Savas Learning Company LLC

T: 303.720.4021

E: taryn.wallis@savas.com

Table of Contents

Scope of Work Proposal

Rubric Proposal

- Instructional Materials

- Assessments

- Motivation & Engagement

- Professional Learning and Support

- Assurance of Accessibility Standards

- Technology Platform and High-Level Architectural Design

- Technical Requirements

- Other Supplier Responsibilities

- Partnership Requirements

References

Proposal Certification Form

Software Services Agreement

Exceptions

NEXT GENERATION LEARNING

Scope of Work

Requirement

4.1 Vendor proposals shall provide the following for the curriculum with instructional materials:

4.1.1 A title and description of the instructional materials for use by students and teachers, including student editions and teacher editions.

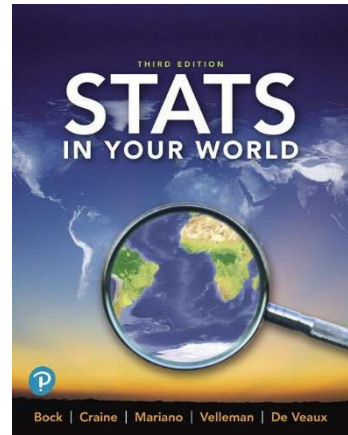
Response

Stats in Your World

Published by Pearson Education, Inc.¹, *Stats in Your World*, Third Edition © 2020 (Bock, Mariano) is a textbook for algebra-based introductory statistics courses for grades 9–12. The textbook presents statistics as a key tool for thinking about the world. By leading with real-world examples, clear graphics, and practical data analysis, authors David Bock and Thomas Mariano get students “doing statistics” quickly and “thinking statistically” from the beginning. The questions that motivate the hundreds of examples and exercises highlight the wide applicability of statistics, teach the methods and procedures of proper data analysis, and—most importantly—emphasize thinking about what the results mean.

Stats in Your World offers the Poudre School District R-1 (PSD) the following features and benefits:

- Helps students leave high school equipped with the ability to make sense of statistics and see its relevance to everyday life
- Leads with practical data analysis and graphics, encouraging students to “do statistics” and “think statistically” from the start
- Uses real-world examples wherever possible to engage students and illustrate ideas



¹ Pearson, Mastering, MyLab, and the Pearson logo are trademarks owned/and or registered by Pearson plc and/or its affiliates. All other third-party marks associated with these products are the property of their respective owners. Copyright in the works referenced herein is owned by Pearson Education, Inc. Pearson Education has control over the editorial content in these instructional materials.

Savvas Learning Company LLC is the official distributor for Pearson in offering effective, hands-on content in AP®, Honors, and Electives programs to K–12 schools and districts.

- Illustrates the most common mistakes in statistical thinking to help students avoid errors
- Includes the most common mistakes in statistical thinking
- Provides extensive exercise sets to check students' ability to think statistically
- Provides access to StatCrunch®, a web-based data analysis tool designed for teaching statistics, allow users to perform complex analyses, share data sets, and generate compelling reports

Online Tools for Students

MyMathLab® for School is web-based learning platform that features a series of online courses that align to Pearson's programs in mathematics and statistics. Powered by MathXL® for School from Pearson, this online program offers students personalized instruction and practice while providing teachers with the tools to deliver all or a portion of their course online.

PSD students will have anytime/anywhere access to the Student Edition, along with the following resources to enhance their understanding:

- Homework assignments that provide immediate feedback
- Personalized study plans based on quiz and test results
- An interactive eText available on the iPad® and Android™-based tablets
- A standalone multimedia library that includes video lectures, animations, and PowerPoint® lecture slides

Navigation within MyMathLab for School is intuitive. Most newer courses include an orientation assignment that helps students get started and become familiar with how to enter answers in the player, how to use the palette, and how to work with the grapher.

MyMathLab is compatible with Windows® or Macintosh® operating systems and a supported version of Microsoft Internet Explorer®, Chrome™, Firefox™, or Safari™.

Online Tools for Teachers

Stats in Your World offers several features designed to aid instruction, including the following:

- Extensive exercise sets feature applied concepts and check students' ability to think statistically, rather than simply produce an answer.
- A tiered exercise approach features the same concept at three levels to differentiate instruction.
- Articles from *Time*, *Newsweek*, and the *New York Times* show the application of statistics in the real world.

- The Teacher’s Resource Guide with Worksheets provides extra examples, tips on how to teach the content, and fully worked problems.
- MyMathLab for School aligns to the textbook at the chapter, section, and objective level. It also contains a data-rich gradebook and teacher dashboard for data-driven instructional decisions.

Requirement

4.1.2 ISBN numbers (where applicable).

Response

See ISBN numbers in the pricing document

Requirement

4.1.3 Provide pricing for the District's initial purchase of instructional materials for the number of teachers and students in the table below. The quantities listed are estimates and do not obligate the District to purchase the quantities listed. The District reserves the right to adjust or reduce the quantities ordered in conjunction with this solicitation.

Number of Teachers	Number of Sections	Number of Students
7	10	150

Response

See pricing document in the following section

Requirement

4.1.4 A description of the technology and online resources for use by students and teachers.

Response

MyMathLab: A Complete Online Resource

MyMathLab for School allows teachers to develop assignments using a variety of resources organized to the texts chapters and/or learning objectives. These resources vary by program and may include Tutorials, Activities, Coaching Activities, Misconception Questions, Reading Questions, End-of-Chapter Questions and Test Bank Questions. In addition, these problem types offer a variety of Answer Types that vary by program and include Labeling, Matching/Vocab, Multiple Choice/Select, Ranking, Sorting and more. Students will also have immediate feedback on practice through MyMathLab for School. This includes pointing out mistakes and how to avoid them.

MyMathLab for School gives teachers access to hundreds of text-based and multimedia resources that can either be integrated into the classroom or assigned as homework and tutorial activities. The variety and complexity of sources that students are expected to analyze and synthesize are well represented within MyMathLab for School. Through the course management tools, teachers can require or hide resources, require students to complete individual or entire topic areas, and attach due dates to topics or activities. The instructor resource pages include additional teaching tips, strategies to solve course challenges, and access to downloadable instructor resources.

Resource for All Learning Styles

MyMathLab for School is well suited for a wide range of students with different backgrounds and learning styles. Visual aids, clearly stated main ideas, and frequent use of analogies support students' understanding of the content.

Point-of-use issue intervention in MyMathLab for School helps promote student understanding through the following:

- Differentiated instruction suggestions provide support for modifying lessons for English learners, special needs students, struggling students, less proficient readers, and advanced students.
- Student misconceptions are anticipated and addressed.
- Professional development boxes help teachers connect chapter concepts to other subjects.

The Teacher's Edition also includes resources such as differentiation English language development, answers to lesson review and chapter assessment, enrichment, references to standards and benchmarks, and more.

The digital curriculum is customizable, so teachers can reorder the table of contents, upload files and media, add links, edit chapter labs, and create custom lessons and assessments. Content can be modified to meet classroom needs, or teachers can add their own content to enrich lessons.

Flexible class management tools enable teachers to create classes, organize students by groups, and create assignments targeted to those groups, individual students, or the entire class. With MyMathLab for School, teachers can view their courses and make selections according to standards (select courses align to select standards). When teachers align a course to a set of standards, they can customize course coverage, create assignments, and view gradebook reports by standard

With MyMathLab for School, intervention and progress monitoring are made easy for all students, including those needing enrichment or acceleration.

Teachers monitor student progress against each student's Study Plan throughout the year, providing additional feedback as needed. The same assessment (with different algorithmically-generated exercises) can be given as a post-test, with the results available in the Item Analysis feature in the Gradebook. Teachers or schools can review what students have learned as a group or as individuals, easing final reporting. Furthermore, since MyMathLab for School is configurable, teachers can assign their own quizzes and assessments as they see fit.

The courses on MyMathLab allow for accessibility of content for all students with digital tools and features that optimize learning and adheres fully to the UDL Principles as follows:

- Provide multiple means of representation
- Provide options for perception
- Offer alternatives for auditory information
- Offer alternatives for visual information
- All text items are designed with accessibility in mind and use high contrast, legible text sizes
- eText fonts can be changed in Settings to increase size and change background color
- There are alt text equivalents for graphics and images
- MyMathLab platform supports full keyboard navigation, screen reader access, and alternative text. Currently we support the following screen readers: JAWS, NVDA, and VoiceOver
- All video is close captioned
- Our content is designed to comply with assistive technology that supports WCAG L2 and 508 standards

Assessing Progress

Testing can be done via MyMathLab for School. Here educators can find premade, editable assessments aligned to their textbook, or they can create assessments via a topic aligned item bank. Assessments can be digital completed, including automatic grading and algorithmically generated problems for infinite test variations. These tests also update the students individual study plan in MyMathLab for School, allowing targeted instruction.

Study Plan Legend

Click a chapter below to start practicing, or follow these steps to create a personalized study plan.

- 1 Take a [sample test](#) or an [assigned test or quiz](#). Then return to this page.
- 2 Practice the questions in the topics you need to study ().
- 3 When you have answered all questions correctly (), take another [sample test](#) or an [assigned test or quiz](#) [▶ Learn More](#) to prove mastery ().

Show All
Show What I Need to Study
▶ [Jump to where I worked last](#)

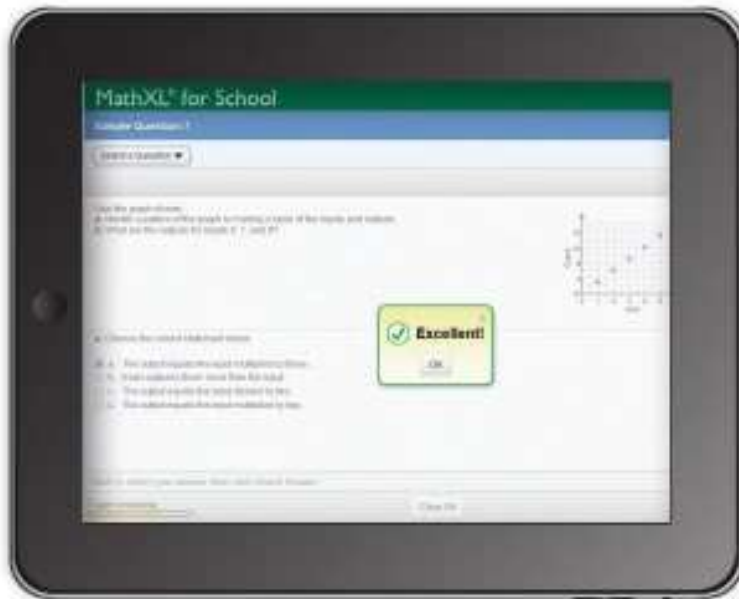
Book Contents for All Topics	Correct	Worked	Questions	Time Spent
+ Ch 0: Orientation Questions for Students			8	
- Ch 1: Real Numbers	18	19	273	23m 19s
▶ 1.1 Study Skills for Success in Math, no exercises necessary			0	
- 1.2 Problem Solving	5	6	12	13m 57s
▶ Learn the five-step problem-solving procedure.	1	1	4	42s
▶ Solve problems involving bar, line, and circle graphs.	3	3	3	6m 42s
▶ Solve problems involving statistics.	1	2	5	6m 00s
+ 1.3 Fractions			26	
+ 1.4 The Real Number System	13	13	13	9m 22s
+ 1.5 Inequalities			18	

Personalized Study Plan. After a pre-test, the Study Plan populates with graduation caps for topics the student has mastered and pencil marks for topics the student needs to study.

Additionally, with auto-graded homework teachers can see immediately where students’ strengths and weaknesses are so they can tailor the next day’s lesson to those needs.

Providing Immediate Support

MyMathLab for School provides immediate feedback for practice exercises. This allows them to check their answers as they work on homework. Students have 24/7 access to interactive learning aids, such as videos, animations, and textbook pages (where applicable) that offer them step-by-step support in answering the question. Students receive immediate feedback so they know where they need extra help without waiting until the teacher grades the work.



Providing Immediate Support. Students know where they need extra support immediately after completing a practice exercise.

When students get an answer correct they get encouraging feedback. When students get a question incorrect, they get detailed and meaningful feedback on the error. When students complete an assignment, they immediately see a summary which gives the results. The same diagnostic assessment (with different algorithmically generated exercises) can be administered as a post-test, with the results available in the item analysis feature in the gradebook. Teachers and administrators can review what students have learned as a group or as individuals.

MyMathLab for School will engage your high school students in active learning—it is modular, self-paced, accessible anywhere, and adaptable to each student’s learning style—and instructors can easily customize MyMathLab for School to better meet their students’ needs. MyMathLab for School can be used in credit recovery, remediation, and Response to Intervention programs, or for challenging advanced learners.

In addition to the visual information in the textbook, MyMathLab provides rich visual representations through instructional tutorials, animations, and videos. These instructional tools help students build an understanding of the particular content that they are working on. Programs are user-friendly with intuitive navigation for both the student and teacher. New courses include an embedded Orientation to assignments so that students can get comfortable with the resources such as the Palette and the Grapher.

MyMathLab for School can be accessed on iPad iOS 8 to iOS 10 through Safari and Chrome and Android 4 to Android 7 through Chrome.

The latest information is available here:

- <http://info.mymathlabforschool.com/system-requirements>
- See also: <https://bit.ly/3ApTSqh>

Requirement

4.1.5 Provide price for District's initial purchase of technology and online resources for use by students and teachers.

4.1.5.1 Provide pricing structure for subsequent purchases of instructional materials, technology and online resources to accommodate increases in student enrollment during the 7-year period the District plans to use the materials. The District requires access to the materials during the 7-year period.

4.1.5.2 Provide your most competitive shipping quote for the instructional and technology materials. The District reserves the right to utilize a third-party carrier for shipment of awarded and ordered materials.

Response

See attached pricing document

Requirement

4.1.6 A detailed description of all training, resources and professional learning opportunities available to the District and its teachers to support the curriculum implementation and use of related instructional materials, technology and online resources during the 7-year period the District plans to use them.

Response

Implementation and Training

Stats for Your World is supported by professional learning opportunities designed to advance the capability and aptitude of teachers implementing the program in their classrooms. Our professional learning will support teachers and instructional leaders as they engage and immerse students in rigorous instruction through flexible options offered by MyMathLab.

For digital, on-demand professional learning, teachers and administrators can access online training and resources through mySavvasTraining.com. This website offers comprehensive training materials and innovative and effective on-demand resources. On-demand delivery options provide educators with timely and convenient access to many training solutions.

Visit www.mysavvastraining.com and search for *MyMathLab*. Based on individual program offerings, users will have access to the following:

- **On-Demand Tutorials.** Our online resources offer concise product training developed by educational experts with teaching, instructional design, and product backgrounds. Educators can supplement our onsite and virtual training or use our materials on their own to further their understanding of our programs and platforms.

- **Guides and Resources.** User guides, training guides, implementation ideas, back-to-school tips, and end-of-year procedures are available to authorized users.

Requirement

4.1.7 Provide price for training, resources and professional learning opportunities referenced in section 4.1.6 of this RFP.

Response

Professional development is included with the price of the program.

Requirement

4.1.8 Statement as to whether Vendor intends to use one (1) or more subcontractors or third parties in connection with its provision of materials and/or services included in its response to this RFP. For each such subcontractor and third party, Vendor shall: (a) provide its name, address, telephone number and e-mail address; and (b) describe the work it will perform.

Response

Savvas does not intend to use subcontractors for delivery of the services described by this RFP.

Requirement

4.2 Vendor proposals shall include the following information:

4.2.1 Full legal name of business as it appears on IRS Form W-9, as well as any other names under which Vendor does business.

Response

Savvas Learning Company LLC

Requirement

4.2.2 A description of Vendor's business and organization, including: (a) products and services offered; (b) address of headquarters and location of branch offices; (c) number of employees; and (d) number of years Vendor has been in business.

Response

Savvas offers award-winning product lines, high-quality curriculum, innovative technology, and expert professional development services. We help educators we partner with bring success to students in their classrooms. We share their commitment to supporting students as they strive to achieve their full academic potential. To read more about the "School Stories" that inspire us, see <https://www.savvas.com/schoolstories>.

Our headquarters is located at 15 East Midland Avenue, Suite 502, Paramus, New Jersey, 07652.

We employ more than 1,600 people nationwide, with offices in the Chicago and Phoenix metro areas and headquarters in Paramus, New Jersey.

Savvas Learning Company LLC became a fully independent company in spring 2019 following a sale of the Pearson Education Learning Services business unit to Nexus Capital Management.

Requirement

4.2.3 Vendor's website address/Internet URL.

Response

<https://www.savvas.com/>

Requirement

4.2.4 First and last name, telephone number and e-mail address of the employee within Vendor's organization designated as the District's primary contact with respect to this RFP and Vendor's response thereto.

Response

Taryn Wallis, Account Manager
T: 303.720.4021
E: taryn.wallis@savvas.com

Requirement

4.3 Vendor shall provide the following for review by District staff during the proposal consideration period:

4.3.1 One (1) English language student edition set (per grade level) of instructional materials and one (1) English language teacher edition set of instructional materials

Response

Savvas will comply and samples have been shipped.

Requirement

4.3.2 Access to online resources and/or software for use by students and teachers in connection with the instructional materials. Access will be required for ten (10) teacher reviewers and a maximum of fifty (50) student reviewers.

Response

A review site for PSD has been set up here at <https://sites.google.com/view/co-psd-savvas-higheredmath/home>.

An online demo is available at <https://mlm.pearson.com/northamerica/>. Use the following credentials to log in:

- Username: **Poudre_MathDemo**
- Password: **Savvas23**

Requirement

4.3.3 Access to the training, resource and professional learning materials and services that support the curriculum implementation and use of Vendor's related instructional materials, online resources and software.

Response

Professional Learning Resources for PSD

See following chart for information on professional learning materials and services.

Asynchronous Training	Description
<p>mySavvasTraining.com for Online Support</p>	<p>For digital, on-demand professional development support, teachers and administrators can access online training and resources through mySavvasTraining.com. This website offers comprehensive training materials and innovative and effective on-demand resources. Our flexible delivery options provide educators with timely and convenient access to many training solutions.</p> <p>Visit www.mysavvastraining.com and search for <i>MyMathLab</i>. Based on individual program offerings, users will have access to the following:</p>

Asynchronous Training	Description
	<ul style="list-style-type: none"> ▪ On-Demand Tutorials. Our online resources offer concise product training developed by educational experts with teaching, instructional design, and product backgrounds. Educators can supplement our onsite and virtual training or use our materials on their own to further their understanding of our programs and platforms. ▪ Guides and Resources. User guides, training guides, implementation ideas, back-to-school tips, and end-of-year procedures are available to authorized users.
MyMathLab Program Activation	<p>The MyMathLab platform is an effective and widely used online homework, tutorial, and assessment system. It delivers self-paced tutorials that focus on course objectives, provide individualized coaching, and respond to each student’s progress. This system helps teachers maximize class time with easy-to-assign, customizable, and automatically graded assessments that motivate students to learn. It also provides teachers with real-time data on how students perform.</p> <p>During the MyMathLab Program Activation session, participants will complete the following tasks:</p> <ul style="list-style-type: none"> ▪ Receive an overview of the program components ▪ Experience teacher registration, course creation, and student registration in a hands-on experience ▪ Learn to navigate the Course Home page of the teacher Interface ▪ Preview specific course features within the platform ▪ Learn how to create homework and assessment assignments ▪ Review lesson planning, instructional delivery, assessment, and progress monitoring ▪ Learn how to navigate and interpret the Gradebook to track students’ performance ▪ Learn how students complete assignments and work in their Study Plans

Additional Support Services	
Customer Service & Technical Support	<p>We offer customer service and support via phone, chat, and email. We employ professional support staff to provide technical assistance to our customers. In addition, fully documented procedures—including a support-level escalation process—guide our support representatives to the best available resolution for users of our programs and systems.</p> <p>Support includes the following options:</p> <ul style="list-style-type: none"> ▪ Customer support is available from 6 a.m. to 6 p.m. mountain time Monday through Friday. ▪ Technical support representatives can be reached by phone at 800.848.9500. ▪ Online customer service is available at our Savvas Customer Care Community https://support.savvas.com/s/ ▪ Additional on-demand training in the form of tutorials, webinars, guides, and quick tips is available at mySavvasTraining.com at https://mysavvastraining.com/

For digital, on-demand professional development support, teachers and administrators can access online training and resources through [mySavvasTraining.com](https://www.mysavvaslearning.com). This website offers comprehensive training materials and innovative and effective on-demand resources. Our flexible delivery options provide educators with timely and convenient access to many training solutions.

Visit www.mysavvaslearning.com and search for *MyMathLab*. Based on individual program offerings, users will have access to the following:

- **On-Demand Tutorials.** Our online resources offer concise product training developed by educational experts with teaching, instructional design, and product backgrounds. Educators can supplement our onsite and virtual training or use our materials on their own to further their understanding of our programs and platforms.
- **Guides and Resources.** User guides, training guides, implementation ideas, back-to-school tips, and end-of-year procedures are available to authorized users.

NEXT GENERATION LEARNING



Thetford Kristin

Poudre School District R-1
 2407 LaPorte Ave
 Fort Collins, CO 80521-2297
 United States

Quote Number: 250383-3
Quote Creation Date: 10-05-2023
Quote Expiration Date: 09-30-2024

Quote Release: 3

Poudre_Data&Prob
 Price Quote Summary

Solution	Base Amount	Free Amount	Total
Bock: Stats in Your World	\$ 46,494.00	\$ 1,506.96	\$ 46,494.00
Solution Subtotal	\$ 46,494.00	\$ 1,506.96	\$ 46,494.00
	Shipping & Handling		\$ 2,324.70
		Total	\$ 48,818.70

Price Quote Detail

ISBN	Description	Price	Free Qty	Charged Qty	Free Amount	Total Charged
Bock: Stats in Your World						
Bock, Stats In Your World, 3rd Edition ©2020						
9780135230565	STATS IN YOUR WORLD + MYMATHLAB FOR SCHOOL 6 YEAR ACCESS	232.47	0	200	\$0.00	\$46,494.00
9780135166031	ANNOTATED TEACHER'S EDITION FOR STATS IN YOUR WORLD [NASTA EDITION]	142.47	9	0	\$1,282.23	\$0.00
9780135166086	TEACHER'S RESOURCE GUIDE WITH STUDENT WORKSHEETS FOR STATS IN YOUR WORL [NASTA EDITION]	24.97	9	0	\$224.73	\$0.00
Bock, Stats In Your World, 3rd Edition ©2020 Subtotal					\$ 1,506.96	\$ 46,494.00
Bock: Stats in Your World Subtotal					\$ 1,506.96	\$ 46,494.00

ISBN	Description	Price	Free Qty	Charged Qty	Free Amount	Total Charged
	Solution Subtotal				\$ 1,506.96	\$ 46,494.00
				Shipping and Handling		\$ 2,324.70
					Total	\$ 48,818.70
					Discounted Shipping & Handling Applied	

Savvas Learning Company LLC Terms and Conditions

To place your order please submit a copy of this price quote with your Purchase Order, include the Quote Number on your Purchase Order, and include any other required documentation. You may send the order documents using an electronic form **or** by mail. Please submit your PO and price quote via one of the following methods:

Online: <https://support.savvas.com/support/s/customerserviceus>

Mail: PO Box 6820, Chandler, AZ 85246

Savvas does not accept Credit Card information via postal mail, facsimile, or email. Credit Card information will only be accepted via phone, eCommerce, or OASIS. For questions regarding your order please call Customer Service: 1-800-848-9500.

Price quote: This is a price quote for the customer's convenience only, and not an offer to contract. All quotes are subject to review and final acceptance by an authorized representative of Savvas at its offices. Savvas reserves the right to correct typographical, computational or other errors. Savvas' standard payment terms are net 30 days unless otherwise specified. All pricing is in US Dollars unless otherwise specified. Pricing calculations use multiple decimal places to determine the most accurate extended pricing but are represented in standard currency format.

Shipping & handling charges (where applicable) are shown on the quote. S&H rates quoted are for standard ground transportation and may not reflect account contracted rates. If expedited shipping is requested, actual charges may be higher. For orders picked up at the Savvas warehouse by the customer or a third party carrier contracted by the customer, a 2% handling charge will be applied to shippable items. The 2% charge will appear on the customer proposal and invoice as a S&H charge.

Taxes: All pricing in this quote is exclusive of any applicable sales, use or other similar taxes or duties. The customer is responsible for any such taxes or duties that may apply; if the customer is tax exempt, evidence of such tax exemption must be provided. Estimated tax may be provided solely for customer convenience. The amount indicated is only an estimate and is intended to be helpful for budgeting purposes. The actual amount of sales tax assessed at the time of invoicing may be more or less.

Platforms: Savvas, and any third party for which Savvas serves as the sales agent or distributor, reserve the right to change and/or update technology platforms, including possible edition updates to customers during the term of access. Customers will be notified of any change prior to the beginning of the new school year.

Damaged & Defective Products: If a print product, or the print component of a blended (print & digital) product, is received in damaged or defective condition, Savvas will issue a credit or replacement at no charge to the customer if the customer promptly (no later than 120 days) returns the damaged or defective product. Customers must report missing product immediately upon receipt.

Return Policy: Returns (other than damaged or defective products) are subject to the following conditions: (a) materials must be returned to Savvas at the customer's expense in new, unused condition, suitable for resale by Savvas (note that any barcoding, stickering, stamping or similar marking on any print materials renders them unsuitable for resale); (b) materials must be returned within six (6) months from the date of purchase; (c) the customer must obtain a Return Materials Authorization ("RMA") from Savvas prior to returning the materials, and must ship the materials back to Savvas within thirty days of receiving the RMA; (d) all materials sold in a set or package must be returned complete as originally sold; and (e) any materials provided by Savvas to the customer on a no-charge basis in consideration of the customer's purchase must be returned in proportion to the purchased materials that are being returned for a credit. A restocking fee of 3% may be applied to credits over \$1,000. Savvas' return policy does not apply to science lab kits or trade publication novels, which are sold on a non-returnable basis.

Consumable Worktexts: Subsequent year consumable worktexts will ship each year on the anniversary of the original order date for the duration of their license. Worktexts will ship to the location listed on the original order. Quantities for each grade level and title will remain consistent each year. Changes to quantities of titles previously ordered, shipping location changes, or any other changes to consumable worktext shipments must be made 4 weeks prior to shipment date. (the anniversary of the original order date unless changed). Changes can be made on the Subscription Worktext Site:

<https://worktext-subscriptions.savvas.com>

Annual subscriptions for iLit and Successmaker Only: Savvas' iLit and Successmaker products (and no others) automatically renew on the anniversary date of the original purchase and will be invoiced accordingly unless otherwise specified.

Technical support services are included with purchase of Savvas digital products.

online help: <https://support.savvas.com/support/s/k12-curriculum-support-form>

phone: 1-800-848-9500

Professional Services: Professional Services: All paid services must be delivered within twelve (12) months of the order date of those services. Any unused services expire at the end of such twelve (12) month period, unless otherwise specified in contract terms. Any cancellation made with less than 72 hours' notice will result in a cancellation fee equal to the full price of the event. MySavvasTraining is included with purchase of products (<https://mysavvastraining.com>).

5.0 Requirements and Responsibilities

Instructional Materials

Criteria	Indicators of Superior Quality	Justification/Comments with Example/s
<p>NON-NEGOTIABLE CRITERION</p> <p>In this material, are the newly revised Colorado Academic Standards for High School World History addressed comprehensively leading students to mastery?</p>	<p>REQUIRED</p> <ul style="list-style-type: none"> ▪ The standards are clearly identified in each lesson/unit of study. ▪ The lesson/unit identifies the skills, the concepts, and opportunity to problem solve. 	<p>Each lesson begins with clearly identified lesson objectives. Each digitally enabled item in MyMathLab for School is directly tied and tagged to one of these objectives, allowing for easy item analysis and mastery by objective.</p> <p><i>Stats in Your World</i> encourages students to apply mathematical concepts and skills and the relationships among them to solve problem situations of varying complexities. To help students become competent mathematical problem solvers, <i>Stats in Your World</i> presents statistics as a key tool for thinking about the world.</p> <p>One feature that readily demonstrates mathematical problem solving is the Just Checking feature that appears in every chapter. After a new skill or concept has been presented, students are asked to pause and think about what they have just learned. The questions are designed to allow a quick check that they understand the material. These answers also appear at the end of the chapter's exercise sets, giving students an opportunity to put all the information together and apply the newly learned concepts.</p>

<p>NON-NEGOTIABLE CRITERION</p> <p>Are the standards addressed so that students can both master them as individual strategies and apply them to their content standards?</p>	<p>REQUIRED</p> <ul style="list-style-type: none"> ▪ The standards needed in this lesson/unit are directly addressed in a variety of problem situations. ▪ Application: students apply skills and concepts in new situations. 	<p>To help students learn and apply inductive and deductive reasoning skills to make, test, and evaluate mathematical statements and justify steps in mathematical procedures, <i>Stats in Your World</i> provides the following the resources and tools:</p> <ul style="list-style-type: none"> ▪ Think, Show, Tell. Each chapter contains the following activities, which provide a consistent framework on how to do statistics: <ul style="list-style-type: none"> ○ Think emphasizes the importance of clearly understanding a statistics question (What do we know? What do we hope to learn? What procedure should we use? Are the assumptions and conditions satisfied?) ○ Show features steps that contain the mechanics of calculating results and conveys the message that number crunching is only one part of the process. ○ Tell reminds students that interpreting the findings is where the action is, reporting what we have learned about the world. ▪ Example Callouts. Each chapter contains worked examples that illustrate how to apply each new concept and method. As students move through the chapter, each “For Example” further develops a statistical analysis, picking up the story and moving it forward as students learn to do each new step.
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<p>NON-NEGOTIABLE CRITERION</p> <p>Are connections delineated between grade- level key standards and concepts?</p>	<p>REQUIRED</p> <ul style="list-style-type: none"> ▪ Connections are made to prior learning in the development of the standard(s). Connections are made to prior learning in the development of the standard(s). 	<p>After a new skill or concept has been presented, the “Just Checking” feature asks students to pause and think about what they’ve just learned. The questions are designed to allow a quick check that they understand the material. These answers also appear at the end of the chapter’s exercise sets.</p>
<p>NON-NEGOTIABLE CRITERION</p> <p>Does the teacher’s edition provide adequate, adult- level background information (concepts and examples) to equip the teacher to teach the standard?</p>	<p>REQUIRED</p> <ul style="list-style-type: none"> ▪ Clear and complete adult-level explanations of the concepts, principles, and theories are provided to refresh or enhance knowledge of the topic. 	<p>The Teacher’s Resource Guide with Worksheets provides extra examples, tips on how to teach the content, and fully worked problems.</p>
<p>NON-NEGOTIABLE CRITERION</p> <p>Does the material present the content in multiple ways to promote student understanding of the standards?</p>	<p>REQUIRED</p> <ul style="list-style-type: none"> ▪ Instructional material includes opportunities for students to receive direct instruction and guided practice. 	<p>Through direct instruction, multimedia materials, and an abundance of practice activities, students have many entry points to access and apply concepts.</p> <p>Students receive real-time feedback on practice exercises in MyMathLab for School, including information on mistakes and how to avoid them. Interactive examples walk students through the solution process so they gain better understanding of important concepts.</p>

<p>NON-NEGOTIABLE CRITERION</p> <p>The program provides adequate materials, tools, and manipulatives to support the activities and strategies presented?</p>	<p>REQUIRED</p> <ul style="list-style-type: none"> ▪ Materials are easily accessible and support the activities and instructional strategies presented. 	<p>MyMathLab for School is web-based learning platform that features a series of online courses that align to Pearson’s programs in mathematics and statistics. Powered by MathXL® for School from Pearson, this online program offers students personalized instruction and practice while providing teachers with the tools to deliver all or a portion of their course online.</p> <p>PSD students will have anytime/anywhere access to the Student Edition, along with the following resources to enhance their understanding:</p> <ul style="list-style-type: none"> ▪ Homework assignments that provide immediate feedback ▪ Personalized study plans based on quiz and test results ▪ An interactive eText available on the iPad® and Android™-based tablets ▪ A standalone multimedia library that includes video lectures, animations, and PowerPoint® lecture slides <p>Navigation within MyMathLab for School is intuitive. Most newer courses include an orientation assignment that helps students get started and become familiar with how to enter answers in the player, how to use the palette, and how to work with the grapher.</p>
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<p>NON-NEGOTIABLE CRITERION</p> <p>Are there sufficient instructional strategies and resources to meet the identified needs of all of students (e.g., diverse learners, struggling students, and advanced learners)?</p>	<p>REQUIRED</p> <ul style="list-style-type: none"> ▪ Instructional strategies and resources address the needs of English Learners. ▪ Instructional strategies and resources provide multiple entry points for students with limited reading or comprehension skills. 	<p>Using MyMathLab for School, teachers can deliver on-level instruction, challenge advanced students, or provide remediation for struggling learners. Example solutions walk students through the detailed solution process for every example in the textbook. Teachers can use student data to adjust instruction or lesson plans.</p> <p>Students receive real-time feedback on practice exercises in MyMathLab for School, including information on mistakes and how to avoid them. Interactive examples walk students through the solution process so they gain better understanding of important concepts. Teachers can use student data to adjust instruction or lesson plans.</p> <p>Flexible program resources also help teachers adapt content and accommodate a variety of learning styles. Through direct instruction, multimedia materials, and an abundance of practice activities, students have many entry points to access and apply concepts.</p> <p>MyMathLab for School gives teachers access to hundreds of text-based and multimedia resources that can be integrated into the classroom or assigned as homework and tutorial activities. The instructor resources pages include additional teaching tips, strategies to solve course challenges, and access to downloadable program materials.</p> <p>Teachers can also use the customization features in MyMathLab for School to assign their own quizzes and assessments to meet class needs or those of individual students.</p>
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<p>NON-NEGOTIABLE CRITERION</p> <p>Does the material provide time options and pacing guides for instruction with focus on key standards?</p>	<p>REQUIRED</p> <ul style="list-style-type: none"> ▪ Materials included in each instructional lesson/unit contain an appropriate pacing guide that allows for student mastery of the Standards. 	<p>This course is designed to be used as a full year statistics course for high school students. The teachers are provided with a Teacher’s Guide to facilitate the delivery of each lesson, with material to help guide them in guiding the students. Each lesson begins with clearly identified lesson objectives. Each digitally enabled item in MyMathLab for School is directly tied and tagged to one of these objectives, allowing for easy item analysis and mastery by objective.</p>
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5.0 Requirements and Responsibilities

Assessments

Criteria	Indicators of Superior Quality	Justification/Comments with Example/s
<p>Does the material provide multiple types of assessment (Summative, formative, formal, informal) that allows educators to accurately and authentically assess student learning on multiple levels?</p>	<p>REQUIRED</p> <p>Materials regularly and systematically offer assessment opportunities that genuinely measure progress as well as on mastery of grade-level standards. This progress includes gradual release of supporting scaffolds for students to measure their independent abilities.</p>	<p>MyMathLab for School from Pearson¹ offers students many assessment opportunities to apply what they are learning to solve various problems. Assessments offer a variety of answer types that vary by program, including labeling, matching/vocabulary, multiple choice/multiple select, ranking, and sorting.</p> <p>Automatically graded online assignments help teachers monitor student results and assess how individual students—or the class as a whole—are progressing with specific topics. Teachers can use student data to adjust instruction or lesson plans, provide intervention, or accelerate learning.</p>

¹ Savvas Learning Company LLC, and any third party for which Savvas serves as the sales agent or distributor, reserves the right to change and/or update technology platforms, including possible edition updates, to customers during the term of access. This will allow us to continue to deliver the most up-to-date content and technology to customers. Customers will be notified of any change before the beginning of the new school year.

		<p>The same diagnostic assessment (with different algorithmically generated exercises) can be administered as a post-test, with the results available in the item-analysis feature in the gradebook. Teachers and administrators can review what students have learned as a group or as individuals.</p> <p>Teachers can also use the customization features in MyMathLab for School to assign their own quizzes and assessments to meet class needs or those of individual students. The pre-test is also customizable.</p> <p>Teachers can get up-to-date information on student strengths and weaknesses and use this information to tailor the next day's lesson to student needs.</p> <p>Pre- and post-tests allow students to show their knowledge. Teachers can use results to populate the student's individual study plan, which allows students to know where they have achieved mastery and where they need additional work.</p> <p>Additionally, StatCrunch, a web-based statistical software, allows users to perform complex analyses, share data sets, and generate compelling reports of their data. The online community offers tens of thousands of shared data sets for students to analyze, in addition to all data sets in the text or online homework. StatCrunch is integrated directly into MyMathLab for School.</p>
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5.0 Requirements and Responsibilities

Motivation & Engagement

Criteria	Justification/Comments with Example/s
<p>Materials provide daily opportunities for students to make choices in their learning.</p>	<p>Through direct instruction, multimedia materials, and an abundance of practice activities, students have many entry points to access and apply concepts.</p> <p>Individual study plans, based on pre- and post-tests, allow students to know where they have achieved mastery and where they need additional work.</p> <p>MyMathLab® for School, the online component of <i>Stats in Your World</i>, is a powerful online program offers students personalized instruction and practice.</p>
<p>Materials provide regular opportunities for students to collaborate with peers.</p>	<p>Think, Show, Tell. We repeat the mantra of Think, Show, and Tell throughout, providing a consistent framework for how to do statistics. Think emphasizes the importance of clearly understanding a statistics question (What do we know? What do we hope to learn? What procedure should we use? Are the assumptions and conditions satisfied?). The Show step contains the mechanics of calculating results and conveys the message that number-crunching is only one part of the process. Tell reminds students that interpreting the findings is where the action is: reporting what we have learned about the world.</p>

<p>Materials build positive learning environments that encourage students to be partners in the learning with the teacher to set and achieve goals as well as promote student independence.</p>	<p>Using MyMathLab, students have access to their own personal progress. These programs automatically grade assignments and track student results, so teachers can spend less time grading and more time teaching. By using the Gradebook to keep the students' results, teachers can assess how individual students—or the class as a whole—are progressing with specific topics. Teachers can then use this information to adjust the lectures or syllabus or intervene as soon as they see a student start to struggle. Examples of data tracked include percent correct, number of attempts, and average time spent.</p>
<p>Materials attend to and cultivate student interest and create their awareness of self and others by connecting learning experiences to students' family and community and how they relate to the world.</p>	<p>The textbook presents statistics as a key tool for thinking about the world through the use of real-world examples wherever possible to engage students and illustrate ideas.</p> <p><i>Stats in Your World</i> helps students leave high school equipped with the ability to make sense of statistics and see its relevance to everyday life.</p> <p>The text leads with practical data analysis and graphics, encouraging students to “do statistics” and “think statistically” from the start.</p>
<p>Materials provide opportunities for concept-based instruction for gifted and advanced readers.</p>	<p>Using MyMathLab for School, teachers can challenge advanced students. Example solutions walk students through the detailed solution process for every example in the textbook. Teachers can use student data to adjust instruction or lesson plans. The program provides access to StatCrunch, a web-based data analysis tool designed for teaching statistics, allow users to perform complex analyses, share data sets, and generate compelling reports</p>
<p>Materials provide opportunities for students to evaluate how they contributed to the learning.</p>	<p>Students receive real-time feedback on practice exercises in MyMathLab for School, including information on mistakes and how to avoid them. Interactive examples walk students through the solution process so they gain better understanding of important concepts. Teachers can use student data to adjust instruction or lesson plans.</p>

5.0 Requirements and Responsibilities

Professional Development

Criteria	Justification/Comments with Example/s
Supplier has the organizational structure, processes, and support capacity to provide engaging and interactive professional learning that considers the complexities of a large district to ensure adult capacity and student outcomes (i.e., moving beyond “train the trainer” models). Current research indicates at least 50+ hours of professional learning).	Our solution for Data Analysis and Probability, <i>Stats in Your World</i> , Third Edition © 2020 (Bock, Mariano), includes asynchronous platform training (Program Activation) on MyMathLab. We do not provide specialized workshop or job embedded support for this advanced secondary math program.
Provide a district support implementation plan and processes that includes program activation, implementation, and support, both short term (existing personnel) and long term (onboarding new personnel).	<i>Stats in Your World</i> includes asynchronous platform training (Program Activation) on MyMathLab for educators. We do not provide specialized workshop or job embedded support for this advanced secondary math program.
Provide differentiated tracks of professional learning for multiple adult audiences including district leadership, specialists and coaches, school leadership, content teachers, English Language teachers, Exceptional Children teachers, gifted teachers, etc.	<i>Stats in Your World</i> professional learning focuses on use of the program by classroom teachers.
Professional learning that appeals to a wide variety of adult learning styles including, but not limited to, face-to-face, synchronous, and asynchronous digital learning, micro-credentialing courses, job-embedded learning, etc.	<i>Stats in Your World</i> includes asynchronous platform training (Program Activation) on MyMathLab for educators.

<p>Supporting professional materials should include videos, articles, research, teacher, and student exemplars of work, modeled lessons that are based in real-world application and move beyond theory.</p>	<p>MyMathLab allows teachers to develop assignments using a variety of resources organized to the text's chapters and/or learning objectives. These resources vary by program and may include Tutorials, Activities, Coaching Activities, Misconception Questions, Reading Questions, End-of-Chapter Questions and Test Bank Questions. In addition, these problem types offer a variety of Answer Types that may include Labeling, Matching/Vocab, Multiple Choice/Select, Ranking, Sorting and more. Students will also have immediate feedback on practice through MyMathLab. This includes pointing out mistakes and how to avoid them.</p> <p>MyMathLab gives teachers access to hundreds of text-based and multimedia resources that can either be integrated into the classroom or assigned as homework and tutorial activities. The variety and complexity of sources that students are expected to analyze and synthesize are well represented within MyMathLab. Through the course management tools, teachers can require or hide resources, require students to complete individual or entire topic areas, and attach due dates to topics or activities. The instructor resource pages include additional teaching tips, strategies to solve course challenges, and access to downloadable instructor resources.</p>
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<p>Supplier focuses on increasing leader and educator effectiveness and improving the use of technology and data analytics.</p>	<p>The digital curriculum is customizable, so teachers can reorder the table of contents, upload files and media, add links, edit chapter labs, and create custom lessons and assessments. Content can be modified to meet classroom needs, or teachers can add their own content to enrich lessons.</p> <p>Flexible class management tools enable teachers to create classes, organize students by groups, and create assignments targeted to those groups, individual students, or the entire class. With MyMathLab, teachers can view their courses and make selections according to standards (select courses align to select standards). When teachers align a course to a set of standards, they can customize course coverage, create assignments, and view gradebook reports by standard.</p> <p>With MyMathLab, intervention and progress monitoring are made easy for all students, including those needing enrichment or acceleration. Teachers monitor student progress against each student’s Study Plan throughout the year, providing additional feedback as needed. The same assessment (with different algorithmically-generated exercises) can be given as a post-test, with the results available in the Item Analysis feature in the Gradebook. Teachers or schools can review what students have learned as a group or as individuals, easing final reporting. Furthermore, since MyMathLab is configurable, teachers can assign their own quizzes and assessments as they see fit.</p> <p>The courses on MyMathLab allow for accessibility of content for all students with digital tools and features that optimize learning and adhere fully to the UDL Principles as follows:</p> <ul style="list-style-type: none"> ▪ Provide Multiple Means of Representation ▪ Provide options for perception ▪ Offer alternatives for auditory information
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	<ul style="list-style-type: none"> ▪ Offer alternatives for visual information ▪ All text items are designed with accessibility in mind and use high contrast, legible text sizes ▪ eText fonts can be changed in Settings to increase size and change background color ▪ There are alt text equivalents for graphics and images ▪ MyMathLab supports full keyboard navigation, screen reader access, and alternative text. Currently we support the following screen readers: JAWS, NVDA, and VoiceOver. ▪ All video is close captioned <p>Our content is designed to comply with assistive technology that supports WCAG L2 and 508 standards.</p> <p>Testing can also be done via MyMathLab. Educators can find premade, editable assessments aligned to their textbook, or they can create assessments via a topic aligned item bank. Assessments can be digitally completed, including automatic grading and algorithmically generated problems for infinite test variations. These tests also update the students' individual study plans in MyMathLab, allowing targeted instruction.</p>
<p>Digital materials that are seamlessly compatible with the district's current technology platforms while simultaneously able to adapt to upcoming advances, such as providing, modifying, and creating customized resources to align to the needs to the district.</p>	<p>PSD uses a number of Savvas programs, including programs that utilize Savvas Realize, MyMathLab and/or Mastering platforms.</p>
<p>Professional learning is grounded in the standards to move all participants to greater pedagogical understanding, knowledge, and skills.</p>	<p>Please see our preceding responses regarding the structure and content of the online digital resources for <i>Stats in Your World</i>.</p>

5.0 Requirements and Responsibilities

Assurance of Accessibility Standards

Criteria	Notes/Comments
Materials are available in PDF Format	Yes
Materials in ePUB Format	Yes
Materials are available in an accessible media format and includes alternate text or subtitles	Yes
Materials includes alternate text (image)	Yes
Materials includes captions and subtitles (video)	Yes
Materials include functionality that provide accessibility	Yes
Materials comply with W3C recommendations for web pages	Yes
Is a 508 compliant website	Yes
Available in the National Accessible Instructional Materials Standard Format - Accessible XML	No Savvas serves as a sales agent for Pearson Education, Inc. ("Pearson") for Advanced Placement, Honors & Electives, and Career & Technical Education titles published by Pearson, when such titles are sold in the K-12 market in the United States. All such programs published by Pearson, no matter the course or grade level intended, are college level texts or derivatives of the college level texts. NIMAC does not generally receive trade books, college textbooks, or reference books. Please use the following form to request digital versions of Pearson titles for accessibility purposes. Enter "Confidential" where student information is requested. Important: Requests must include an official school/district email address. https://secure.pearson.com/us/disabilityservices
Complies with National Instructional materials Accessibility Standard (NIMAS) Guidelines for Movies, Web, and Multimedia	Yes

NEXT GENERATION LEARNING

5.0 Requirements and Responsibilities

Technology Platform and High-Level Architectural Design

Criteria	Response/Comments with Example/s
Supplier shall describe how their product handles authentication including single sign (SSO) on capabilities. A description of all supported SSO capabilities offered should be included in the response.	MyMathLab supports integration for single sign-on into select learning management systems, including Canvas, Blackboard, Brightspace, Moodle, Schoology, and Sakai. The process is designed for customer self-integration. For more information, see https://tinyurl.com/3r2npjxd
Supplier shall describe how the product handles authorization. This should include a description of the authorization/security model as well as how role/group/scope changes can be automated.	Users are authorized to access our systems with usernames and passwords determined by the district during the initial registration process. Usernames and passwords are securely encrypted in transit and at rest. Pearson MyMathLab offers Teacher and Student roles.
Supplier shall describe the capabilities of the application/service to automate rostering of students/teachers/staff. This description should include data formats and file transmission options.	Pearson MyMathLab does not offer auto rostering, however the platform does support integration for single sign-on into select learning management systems, including Canvas, Blackboard, Brightspace, Moodle, Schoology, and Sakai. The process is designed for customer self-integration. For more information, see https://tinyurl.com/3r2npjxd
Supplier shall describe how their product handles account creation, additions and deletions for both student and staff users.	Upon purchase, Pearson provides teacher and student access codes based on the number of items purchased. Teachers and students will need to register a unique access code to create their individual username and password, then use their credentials for login each time. Additional teachers and students will need to self register.
Supplier shall describe how administrative functions are separated into different roles such as district, school, teacher, etc.	Pearson MyMathLab offers Teacher and Student roles. Self registration minimizes the need for administrative functions.

<p>Supplier shall describe how the methods and means by which the security of District data is ensured. Describe the methods and practices in place to protect against unauthorized access, destruction, use, modification, and disclosure of District data.</p>	<p>We provide all required hardware, software, system performance monitoring and maintenance routines, load balancing, system redundancy, data and physical security provisions, data storage and archiving, usage reporting and analytics, disaster recovery, business continuity, and support services for the MyMathLab platform. Additional information is available in the Pearson Privacy Policy here: https://tinyurl.com/2mjtz86u</p>
<p>Supplier shall describe all personally identifiable information that is collected through use of the application, site or service and describe the method(s) by which that data is secured.</p>	<p>For Teacher and Student rostering purposes, we collect First/Last name, School Name, Teacher/Course info and Email address. Additional information is generated when students complete assignments and assessments. All data is stored in secured environments with industry standard access controls. Additional information is available in the Pearson Privacy Policy here: https://tinyurl.com/2mjtz86u</p>
<p>Supplier shall describe the method by which a parent may exercise the right to inspect and amend a student's educational records stored in the application, site, or service.</p>	<p>As needed, Pearson will comply with all laws related to the parent's rights. Parents may work with the student and school/teacher to access the student account information.</p>
<p>Supplier shall fully describe technical requirements if application, site, or service is hosted on-premises. Supplier shall describe cloud-hosted delivery options for application, site, or service.</p>	<p>MyMathLab is a cloud based application. Complete Technical Requirements can be viewed here: https://tinyurl.com/29fztnkr</p>
<p>Supplier shall describe in detail all system and network requirements. This description shall include internet browser compatibility, third-party browser plug-in requirements, and end-user workstation minimum specifications.</p>	<p>Students, teachers, administrators, and staff can access MyMathLab for School at school or home through common web browsers and operating systems. Schools do not need to install any client applications on customer workstations. No server is required to support the software.</p> <p>For more information about system requirements for each program, refer to https://tinyurl.com/29fztnkr</p>
<p>Supplier shall describe the capabilities of the application/service to be used on mobile tablet and smartphone devices, whether native or hybrid apps are available and for which mobile operating systems and versions.</p>	<p>MyMathLab can be accessed on most mobile tables and smartphones through the Pearson + application. The Pearson + app provides access to the eTexts and is available in the Apple App store and Google Play store.</p>

<p>Supplier shall describe the product(s) support model for both technical and functional district support needs. Include expected time to respond to support requests for technical or service-related issues and/or any SLAs you offer via your products and services.</p>	<p>Customer service and technical support team members are available by phone Monday through Friday from 6 a.m. to 6 p.m. mountain time at 800.848.9500. Most customer support and technical issues can be resolved during initial contact via the method of contact (phone, chat, email).</p> <p>The following user support is available for programs delivered through MyLab:</p> <ul style="list-style-type: none"> ▪ For online customer support, click at www.support.savvas.com. For registration support, select Contact Us. ▪ To contact a local Savvas account general manager, click www.Savvas.com/find-my-rep ▪ To request access for MyLab media resources or downloadable teacher supplements, click www.Savvas.com/access_request ▪ For MyLab self-help, tutorials, guides, and additional program information, click www.mysavvastraining.com
<p>Supplier shall describe their approach to converting and migrating data into and out of their solution.</p>	<p>Gradebooks can be exported as a CSV or Excel file.</p>

<p>Supplier shall describe the reporting features for district and school-based administrators, teachers, and students. (Attach sample reports.)</p>	<p>View, analyze, and report learning outcomes clearly and easily, and get the information you need to keep your students on track throughout the course, with the new Reporting Dashboard in MyLab from Pearson. Available via the MyLab Gradebook and fully mobile-ready, the Reporting Dashboard presents data in a clear, visual style so faculty can check in whenever and wherever they like.</p> <p>The Reporting Dashboard will allow educators to see what's working, as well as where they may need to change gears. Data on student performance by assignment, as well as student progression in the course overall, allows instructors to track students' understanding, and intervene when necessary to lend a helping hand.</p> <p>With just a few clicks, the Reporting Dashboard's fine-grain reports will allow administrators to compare performance across different courses, across individual sections of the same course, and within each course. Four types of visual reports are included in this release: the Overall Score Average and Distribution report, the Assignment Average Score and Time Spent report, the Assignment Score Distribution report, and the Mastery report.</p> <p>The Reporting Dashboard also makes it easier to evaluate performance, and to demonstrate successful learning outcomes, at the student, class, and department levels. Your MyLab gives you the tools to make sure your students succeed — and the data to prove they have done so.</p> <p>Examples of reports can be provided upon request.</p>
<p>Supplier shall describe the reporting feature on an individual student level including how the student is compared to like peers. (Attach sample)</p>	<p>See above question for description of available reporting tools.</p>

<p>Supplier shall describe compliance with website accessibility requirements.</p>	<p>Pearson’s stance on accessibility Ensuring every learner succeeds: Our mission is simple: to help people make progress in their lives through learning. Because wherever learning flourishes, so do people. We will only be successful when our educational materials are accessible to all users. We’ve long been committed to providing access to learners with disabilities. Our commitment is woven into the fabric of our learning materials, development processes, innovation efforts, employee culture, and partnerships. We follow WCAG 2.1 AA guidelines for creating accessible products and contents. Over the last few years, we’ve invested heavily in remediating older content while also ensuring that our current platforms and newly launched products and content are created from the ground up with accessibility in mind. We are happy to supply a current VPAT (Voluntary Product Accessibility Template) for any product/title you wish to adopt and we are happy to work with you directly to answer any accessibility questions you might have. We offer a range of tips and tricks on how to insure an accessible experience at our MyLab and Mastering websites and we can always be reached at disability.support@pearson.com for answers on specific issues.</p>
<p>Supplier shall describe how it complies with IMS Global (now 1EdTech) standards for content including Common cartridge, QUI, and any unique integration solutions for learning management systems.</p>	<p>Pearson MyLab can provide LTI 1.3 integration with Canvas and Schoology. This integration allows for Single Sign-On, Grade Sync and Content Linking.</p> <p>Additional information about the integration can be found here: https://tinyurl.com/22mb6mj9</p>
<p>Supplier shall describe the methods or plans for data deletion upon termination of the agreement.</p>	<p>The Course Expiration date for courses is 15 months (460 days) from the Course Creation date. Once a course reaches its expiration date, it enters a 12-month course retirement phase. At the end of this phase the course is flagged for deletion. Before any course is deleted, however, you will receive three email alerts reminding you that your course has been flagged for deletion. These email reminders will contain information on how to make a copy of your course for reuse after the original course is deleted.</p> <p>Course expiration dates are designed to improve overall system performance by automatically removing out of date, unused data.</p>

NEXT GENERATION LEARNING

5.0 Requirements and Responsibilities

Technical Requirements

Criteria	Response/Comments with Example/s
<p>1. Database Access</p> <ul style="list-style-type: none"> a. Are your system’s databases accessible to our District’s IT team to access? If so, how? b. Indicate, and explain, if there are specific tables that would not be accessible by our District’s IT team. <p>List technical documentation available specific to database structure of your system.</p>	<p>The Pearson MyMathLab is a cloud based solution. The system’s database is not accessible to customer teams.</p>
<p>2. API Access</p> <ul style="list-style-type: none"> a. Does your application have an API accessible to our District’s IT team? b. Indicate, and explain, if there are specific data elements not available through the API. <p>List the technical documentation available specific to your system’s API.</p>	<p>There is no API accessible to customer teams.</p>
<p>3. System Requirements</p> <ul style="list-style-type: none"> a. Explain your compatibility, functionality, and system requirements for Chromebook, Chrome OS, iOS, and Windows 10+ <p>Acknowledge your systems use HTML5 and not flash.</p>	<p>Students, teachers, administrators, and staff can access MyMathLab for School at school or home through common web browsers and operating systems. Schools do not need to install any client applications on customer workstations. No server is required to support the software.</p> <p>The system is built in HTML 5 and does not utilize Flash.</p> <p>For more information about system requirements for each program, refer to https://tinyurl.com/29fztnkr</p>
<p>Explain hosting options available for your system. Where will any student data created or stored by your system be stored?</p>	<p>Pearson MyMathLab is a cloud based solution, there are no hosting options available to customers. Student Data is stored in a secure Pearson data center in Waltham, MA.</p>

<p>List the reports, including data elements, exportable from the front-end of your application.</p>	<p>Gradebooks can be exported as a CSV or Excel file.</p>
<p>Describe your system's RBAC (Role-Based Access Control), including if administrative credentials are available to our District's IT Team.</p>	<p>Pearson MyMathLab only offers Teacher and Student roles.</p>
<p>4. Explain what data elements your application ingests via integrations? List the technical documentation available specific to integration specifications.</p>	<p>For LTI 1.3 integrations:</p> <ul style="list-style-type: none"> ▪ User.id ▪ User.username ▪ User.uniqueid ▪ School.id ▪ Primary.Building.id ▪ User.timezone ▪ CourseSection.title ▪ CourseSection.id ▪ CourseSection.sourceSectionId ▪ Context.Building.id ▪ ResourceLink.id.history ▪ Context.id.history <p>Note that some data fields are optional.</p> <p>Additional information about the integrations are available here: https://tinyurl.com/3r2npjxd</p>
<p>Explain your system's data integration processes including data integration schedule options.</p>	<p>Pearson MyMathLab can provide SSO and LTI 1.3 integration. This integration includes SSO, grade passback and assignment linking. Auto rostering is not available.</p>

5.0 Requirements and Responsibilities

Other Supplier Responsibilities

Criteria	Notes/Comments
<p>Supplier shall understand how teachers are provided guidance on the why and how of the instructional practices aligned to the standards within the resource and certify that their proposal is compatible and compliant.</p>	<p>Yes.</p> <p><i>Stats in Your World</i>, Third Edition © 2020 (Bock, Mariano) is aligned to the Colorado Mathematics Academic Standards. The guidance provided for educators within the program and on the MyMathLab platform focus on the why and how of standards-aligned instructional practice.</p>
<p>Supplier shall provide product development plans, technical architecture, and implementation approaches that can support a district of this size, to better predict implementation and professional development support.</p>	<p>No.</p> <p>Professional learning support is <i>Stats in Your World</i> is limited to online resources and self-paced asynchronous training. Please see the Scope of Work and Professional Learning sections for additional information.</p>
<p>Supplier shall provide fidelity checks (e.g., walk-through, observation tools) that include metrics as part of the implementation plan.</p>	<p>No.</p> <p>Professional learning support for <i>Stats in Your World</i> is limited to online resources and self-paced asynchronous training. Please see the Scope of Work and Professional Learning sections for additional information.</p>

<p>Supplier shall provide materials that are easy to use and well organized for students and teachers. Teacher editions are concise and easy to manage with clear connections between teacher resources.</p>	<p>Yes.</p> <p><i>Stats in Your World</i> program resources including its integrated technology content is clearly written and presented for both teachers and students.</p> <p>Navigation within MyMathLab for School is intuitive. Most newer courses include an orientation assignment that helps students get started and become familiar with how to enter answers in the player, how to use the palette, and how to work with the grapher.</p>
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<p>Research conducted by objective third party is included that demonstrates the effectiveness of the curriculum.</p>	<p>Yes.</p> <p>Savvas creates high-quality solutions designed to meet intended learning outcomes for students. Our award-winning K-12 programs are developed by world-renowned authors, thought leaders, and subject-matter experts, and edited and curated by teachers and curriculum experts with decades of classroom experience.</p> <p>Whether delivered through visually engaging textbooks or digitally on MyMathLab, our rigorous, standards-aligned programs are designed to motivate students by making learning engaging, interactive, and personalized.</p> <p>From formative research and field-based inquiries to summative and efficacy research, Savvas products are rigorously tested with educators and students. We use a wide range of methods and evidence that informs development of effective learning solutions. Our product design research process involves a three-tiered approach:</p> <ul style="list-style-type: none"> ▪ Explore—analyze existing literature and investigate the needs of educators and students through literature reviews, needs assessments, and opportunity analysis ▪ Design—generate a product vision, develop concepts, and iteratively test prototypes in simulated and contextual environments through concept testing, prototype testing, usability testing, and formative field studies ▪ Evaluate—measure the implementation and effectiveness of a product through efficacy research and gather data on educator product satisfaction through customer research <p>Learning Solutions Designed for Efficacy. As your trusted education partner, our goal is to ensure our learning solutions are making a positive impact for both teachers and students. We work with school districts nationwide to constantly improve our instructional materials</p>
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	<p>and inspire all students to achieve. Through purposeful research and in collaboration with third-party evaluators, we design studies to meet best educational research practices while adhering to the highest level of integrity and privacy.</p> <p>For information on how Savvas products align to the evidence categories of the Elementary and Secondary Education Act (ESSA), see https://tinyurl.com/5aajvddw.</p>
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5.0 Requirements and Responsibilities

Partnership Requirements

Criteria	Comments/Links to Examples
<p>Vendor Plan for Implementation</p> <p>Describe your implementation methodology and approach to resources including options to train district implementation staff to the end user including any learning videos, handouts, and other implementation resources that may be made available online. Include a plan for teacher development of your defined resources that meets the diverse strengths and needs of our teachers.</p>	<p>Professional learning support for <i>Stats in Your World</i>, Third Edition © 2020 (Bock, Mariano) is limited to online resources and self-paced asynchronous training. Please see the Scope of Work and Professional Learning sections for additional information.</p>

<p>Vendor Profile</p> <p>Vendor shall provide company profile information (company background, number of employees, type of company, financial information, capacity for handling services, location of company)</p>	<p>At Savvas, we believe learning should inspire. By combining new ideas with new ways of thinking and interacting, we design next-generation learning solutions that help prepare students to become global citizens in a more interconnected, digital world.</p> <p>Savvas is built upon more than 120 years of innovation and leadership in K-12 education. With pioneering brands such as Scott Foresman, Prentice Hall, and Pearson in our history, we have reimagined how generations of students learn.</p> <p>We take pride in offering high-quality core curricula, supplemental content, intervention programs, and assessment tools that are used by more than 40 million students in over 10,000 school districts nationwide.</p> <p>Our award-winning programs, developed by leading authors and educators, are based on adaptive learning practices and advanced technology to deliver immersive, personalized, and flexible content across all disciplines and grade levels. Through the power of project-based, real-world learning experiences, we help students discover their full learning potential.</p> <p>School districts turn to Savvas to empower educators and engage students with interactive, personalized content designed to move learning forward:</p> <ul style="list-style-type: none"> ▪ Drawing upon 120 years of innovation and leadership in K-12 education, we provide research-based, standards-aligned instructional materials and assessment tools purposefully developed for blended learning environments across all grade levels and disciplines. ▪ Our professional development services are available in onsite, virtual, or blended formats to help educators advance their own learning and improve classroom practices. Our expert team members provide program and technical support to assist school district with large-scale
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	<p>implementations and content-specific services.</p> <p>Savvas Learning Company LLC became a fully independent company in spring 2019 following a sale of the Pearson Education Learning Services business unit to Nexus Capital Management. We employ more than 1,600 people nationwide, with offices in the Chicago and Phoenix metro areas and headquarters in Paramus, New Jersey.</p> <p>Savvas offers award-winning product lines, high-quality curriculum, innovative technology, and expert professional development services. We help the educators we partner with bring success to the students in their classrooms. We share their commitment to supporting students as they strive to achieve their full academic potential. To read more about the “School Stories” that inspire us, see https://tinyurl.com/2vww8uhc</p> <p>Our headquarters is located at 15 East Midland Avenue, Suite 502, Paramus, New Jersey, 07652.</p> <p>As a private company, Savvas does not disclose financial information.</p>
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<p>Vendor Experience</p> <p>Vendor shall demonstrate experience with public sector clients with similar or greater size and complexity to the Poudre School District. Vendor shall provide information as to the qualifications and experience of all executive, managerial, legal, and professional personnel to be assigned to this project, including resumes citing experience with similar projects and the responsibilities to be assigned to each person.</p>	<p>Savvas has worked with districts and schools of all sizes nationwide to increase learning and achievement among diverse student populations:</p> <ul style="list-style-type: none"> ▪ Arlington, VA ▪ Baltimore City, MD ▪ Chicago, IL ▪ Cleveland, OH ▪ DeKalb County, GA ▪ East Orange, NJ ▪ Houston, TX ▪ Kansas City, MO ▪ New York City ▪ Oklahoma City, OK ▪ Philadelphia, PA ▪ Pittsburgh, PA ▪ Pueblo, CO ▪ San Antonio, TX ▪ Savannah, GA ▪ Stamford, CT ▪ Tulsa, OK ▪ Wichita, KS
<p>Technical Approach</p> <p>Vendor’s proposal shall include, in narrative, outline and/or graph form the Vendor’s approach to accomplishing the tasks outlined in the Scope of Work section of this document. A description of each task and deliverable and the schedule for accomplishing each shall be included.</p>	<p>Please refer to the Scope of Work document included in this response.</p>
<p>Materials to Sample</p> <p>Publishers are required to send materials which include special instructions, written correlations, publisher’s presentation, and samples of the major tool (student edition and teacher edition) in an electronic or digital format. These samples must be in final form (i.e., must be the product that will be available to the district).</p>	<p>Savvas has submitted samples.</p>

Poudre DATA ANALYSIS & PROBABILITY CURRICULUM RFP #24-630-001

References

Company Name: St. Vrain Valley Schools

Address: 395 S Pratt Pkwy Longmont, CO 80501

Contact Person: Greg George - K-12 Mathematics Coordinator

Telephone: (303) 682-7247

Email: george_gregory@svvvsd.org

Describe type of work/service performed or items supplied: Adopted MyMathLab district wide

Company Name: Boulder Valley Sch Dist RE-2

Address: 6500 Arapahoe Rd Boulder, CO 80303

Contact Person: Lisa Chinery - Instructional Materials Specialist

Telephone: 720.561.5139

Email: lisa.chinnery@bvvsd.org

Describe type of work/service performed or items supplied: Adopted MyMathLab district wide

Company Name: Summit High School

Address: 16201 CO-9, Breckenridge, CO 80424

Contact Person: Katie Williams - Math Curriculum Department Chair

Telephone: 970-368-1100

Email: katie.williams@summitk12.org

Describe type of work/service performed or items supplied: Adopted MyMathLab site wide in 2018

13.0 PROPOSAL CERTIFICATION FORM

Data and Probability Curriculum

RFP# 24-630-001

The District will only accept and consider electronically submitted proposals from Vendors, which must be submitted and received in the www.bidnetdirect.com electronic solicitation portal on or before Wednesday, October 11, 2023 2:00 p.m. MT.

The sample instructional materials and access to online resources, software, training and professional learning materials and services, all as requested in Section 3.0 of this RFP must be physically received on or before **2:00 p.m. MT on Wednesday, October 11, 2023** and shall be in a sealed packaged and marked **RFP# 24-630-001 Data Analysis and Probability Curriculum with Instructional Materials and Services** and mailed or delivered to:

**Poudre School District R-1
Curriculum, Instruction and Assessment
Attn: David Lawrence – RFP# 24-630-001 – Data Analysis and Probability Curriculum
1502 South Timberline Road
Fort Collins, CO 80524**

The undersigned hereby affirms that:

- Agent is a duly authorized agent of the company issuing this proposal and that all information provided in the proposal is true and accurate.
- Vendor has read the conditions and technical specifications, which were made available to the company in conjunction with this RFP, and fully understands and accepts these terms unless specific variations have been expressly listed in the proposal.
- Vendor will adhere to all terms and conditions and provide, at a minimum, all services as expressed in the RFP and/or the company's proposal responding to the RFP.
- Vendor meets or exceeds all the required criteria as specified by this RFP, or if not, has submitted a Justification for Consideration addressing any failure to meet the criteria.
- Vendor's proposal is being offered independently of any other Vendor and in full compliance with the terms specified in the RFP.
- Vendor will accept any awards made to it, contingent on Agreement negotiation, as a result of this RFP for a minimum of ninety (90) calendar days following the date and time of the RFP opening.

Vendor Name: _____

Signature of Authorized Agent: _____

Printed Name: _____

Title: _____

PROPOSAL CERTIFICATION FORM (continued) RFP# 24-630-001

E-mail address: _____

Phone Number: _____

Contact Person: _____

Phone Number: _____

Contact Email:

(If different from Agent)

NOTE: Proposals submitted without the signature of an authorized agent of the Vendor may be considered non-responsive.

**SOFTWARE SERVICES AGREEMENT
BETWEEN {---COMPANY LEGAL NAME---}
AND POUFRE SCHOOL DISTRICT R-1**

This Software Services Agreement (“Agreement”) is entered into this {---Date Number---} day of {---Month and Year---}, by and between Poudre School District R-1 (the “District”) and {---Company Legal Name---} (the “Contractor”). The District and the Contractor are collectively referenced herein as the “parties.” In consideration of the mutual covenants and promises contained in this Agreement, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Term of Agreement.

1.1. This Agreement shall commence on {---Start Date---} and continue through and including {---End Date---}.

2. Deliverables and Purchase Price.

The Contractor shall make its {PRODUCT DESCRIPTION} for use in the District, in accordance with the scope of work set forth in the attached Exhibit {EXHIBIT FOR SCOPE OF WORK} (hereinafter the “Services”).

2.1. The total cost for all Services under this contract as set forth on the attached Exhibit {EXHIBIT FOR PRICING}, shall not exceed {---Written Out Total Price---} (\$ {---Contract Amount---}), due and payable thirty (30) days from receipt of Contractor’s invoice.

2.1.1. Additional Services purchases shall not exceed the pricing outlined in Exhibit {EXHIBIT FOR PRICING}.

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

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

2.3.1. The Contractor shall provide the contact in section 10 a quote for Services conforming to the pricing, which shall be payable by the District thirty (30) days after receipt of Contractor’s invoice.

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

2.3.3. Services provided by Contractor without conforming to section 2.3 of the Agreement shall be considered unauthorized and payment shall not be issued by the District.

2.3.4. Contractor shall assure compliance with the District Policy DJG/DJGA, attached as Exhibit {NUMBER} and hereby made part of this Agreement, direct communication with schools or sales must be approved by contact in section 10 of this agreement.

2.4. Contractor shall maintain compliance with federal, state and local laws as pertains to accessibility for persons with disabilities, including but not limited to Colorado House Bill 21-1110, for the length of the Agreement and all extensions.

2.5. Invoicing. Contractor will provide invoices for the Services at the rate specified in {EXHIBIT OR SECTION}. Invoices for Services provided shall be submitted directly to the District's accounts payable department within thirty (30) days of completion of Services. Invoices for such Services shall include (a) date on which Services were provided, (b) the District Location for which the Service were provided, (c) details of Products delivered, (d) and if issues, a purchase order number.

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

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

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

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

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

2.5.6. If the contract results in the right to use an asset, the Contractor shall provide the District, if requested, documentation necessary to facilitate the District's compliance with the Governmental Accounting Standards Board ("GASB") issued GASB Statement No. 87, Leases.

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

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

2.8. The District agrees, subject to the limited rights expressly granted hereunder, that all rights, title and interest in and to all Services, including all related IP Rights, are and shall remain the sole and exclusive property of Contractor or its third-party licensors. "IP Rights" means, collectively, rights under patent, trademark, copyright and trade secret laws, and any other intellectual property or proprietary rights recognized in any country or jurisdiction worldwide. The District shall notify Contractor of any violation of Contractor's IP Rights in the Services, and shall reasonably assist Contractor as necessary to remedy any such violation. Contractor Services are protected by patents.

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

3. Definitions.

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

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

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

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

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

3.6. As used in this Agreement, “securely destroy” is defined as removing confidential student records and information from the Contractor’s systems, paper files, hard-copy and electronic records, databases and any other media regardless of format, in accordance with the standard detailed in the National Institute of Standards and Technology (“NIST”) SP 800-88 Guidelines for Media Sanitization, so that the confidential student records and information are permanently irretrievable in the Contractor’s normal course of business.

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

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

5. Security of Confidential Student Records and Information.

5.1. The Contractor shall store and process confidential student records and information in accordance with commercial best practices, including implementing appropriate administrative, physical and technical safeguards that are no less rigorous than those outlined in CIS Critical Security Controls, as amended, to secure such confidential student records and information from unauthorized access, disclosure, alteration and use. The Contractor shall ensure that all such safeguards, including the manner in which confidential student records and information is collected, accessed, used, stored, processed, disposed of and disclosed, comply with all applicable federal and state data protection and privacy laws, regulations and directives,

including but not limited to Colorado's Student Data Transparency and Security Act, C.R.S. §§ 22-16-101 to -112. Without limiting the foregoing, and unless expressly agreed to the contrary in writing, the Contractor warrants that all electronic confidential student records and information will be encrypted in transmission and at rest in accordance with NIST Special Publication 800-57, as amended.

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

6. Use of Confidential Student Records and Information.

6.1. Under the 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; (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 (d) at the conclusion of the term of the Agreement the Contractor shall, as directed by the District, either securely destroy all confidential student records and information in its possession, custody or control, or return such confidential student records and information to the District.

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

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

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

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

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

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

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

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

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

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

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

{---Company Legal Name---}
Attn: {---Contact Name---}
{--- Street1---}
{--- Street2---}
{---City---}, {---State/Province---}
{---Postal Code---}
Email: {---Contact Email---}

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

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

Any insurance and/or self-insurance carried by the District in 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 11 shall not reduce the indemnification liability that Contractor has assumed in section 12.

Commercial General Liability

Minimum Limits

- | | |
|--|-------------|
| a. Each Occurrence Bodily Injury & Property Damage | \$2,000,000 |
| b. General Aggregate | \$3,000,000 |
| c. Products/Completed Operations Aggregate | \$2,000,000 |
| d. Personal/Advertising Injury | \$2,000,000 |
| e. Product Recall Expense | \$500,000 |
| f. Coverage must be written on an "occurrence" basis. | |
| g. 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. | |

12. 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.

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

14. Contractor shall maintain compliance with federal, state and local laws as pertains to accessibility for persons with disabilities, including but not limited to Colorado House Bill 21-1110, for the length of the Agreement and all extensions.

15. General Provisions.

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

14.2. 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.

14.3. Press Contacts/News Releases. The Contractor shall not initiate any press, media, or social media, contact nor respond to press, media or social media requests regarding this Agreement and/or any related matters concerning the District without the prior written approval of the District.

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

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

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

14.7. 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.

14.8. 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.

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

14.10. Severability Clause. Should any provision of this Agreement be determined to be void, invalid, unenforceable or illegal for whatever reason, such provision(s) shall be null and void; provided, however, that the remaining provisions of this Agreement shall be unaffected thereby and shall continue to be valid and enforceable.

14.11. Attorney Fees and Costs. In the event it becomes necessary for either party to institute litigation to enforce any provision of this Agreement, the substantially

prevailing party in such litigation shall receive, as part of any judgment or award entered, its reasonable attorney fees and costs, including expert witness fees.

14.12. 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.

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

14.14. 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.

14.15. 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. This Agreement may be signed in counterparts, and each counterpart shall be deemed an original, and all the counterparts taken as a whole shall constitute one and the same instrument.

14.16. 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.

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.

{---COMPANY LEGAL NAME---}

POUDRE SCHOOL DISTRICT R-1

Please see our exceptions

By: _____

By: _____

{---Signatory Name---}

R. David Montoya
Chief Finance Officer

{---Signatory Title---}

By: _____

{---Secondary District Signee---}

{---Secondary District Signee Title---}

SAMPLE ONLY

Savvas Learning Company LLC
Clarifications and Exceptions

Savvas Learning Company LLC (“Savvas”) submits the following clarifications and/or exceptions to the Poudre School District R-1 (“District”) Request for Proposals 24-630-001 for Data Analysis and Probability Curriculum (“RFP”). Savvas is happy to discuss these items, as well as any other potential agreement terms, in connection with any proposed award of a contract to Savvas pursuant to the RFP.

General clarifications and exceptions

Savvas’ response is subject to these clarifications and exceptions, terms applicable to the offered products, if any, and any variations from RFP specifications in its response.

Specific clarifications and exceptions

3.0 Special Conditions

Section 3.7: Please note any purchasing restrictions for the offered products included with pricing.

Section 3.9: Following these clarifications and exceptions, Savvas has addressed any requested changes to the District’s Software Services Agreement (Exhibit A) to align with Savvas’ current data privacy practices. Savvas is happy to discuss further with the District if requested.

7.0 General Terms and Conditions

Section 7.18: Savvas acknowledges its responsibility to provide services subject to and consistent with any agreement entered into by Savvas and the District pursuant to an award; however, Savvas objects to being obligated to comply with terms and conditions of a District-issued purchase order which it has not had an opportunity to review and discuss, if necessary, in advance. Consequently, Savvas would anticipate that the final agreement agreed to and signed between the parties will govern over any purchase order terms and conditions.

Section 7.19: Savvas reserves the right to assign any resulting contract in connection with a merger, acquisition or sale of all or substantially all of Savvas’ assets. As such transactions are inherently confidential, Savvas would be unable to notify the District in advance. Should such an event occur during the life of any resulting agreement, Savvas will notify the District as soon as reasonably practicable, and will ensure that the pricing, terms, and conditions of any agreement will be binding on any successor.

8.0 Insurance Requirements

Savvas can generally meet the listed requirements; however, there may be certain technical aspects that would need to be negotiated in the event of an award to Savvas. For example, additional insured status for Savvas customers occurs automatically through operation of policy language, rather than by separate endorsement. Additionally, Savvas’ commercial general liability policy contains a limit lower than Customer’s required aggregate; however, the requirement can technically be met through Savvas’ umbrella policy.

Regarding indemnification, Savvas will indemnify the District for direct damages to the extent of Savvas’ fault, subject to Savvas receiving prompt, written notice of any claim and being given the opportunity to control the defense and settlement of the claim.

Savvas Learning Company LLC
Clarifications and Exceptions

10.0 Submission of Bid

Section 10.4: Savvas acknowledges that its proposal is an offer and acceptance of (1) the RFP terms and conditions, subject to these clarifications and exceptions and any terms applicable to the offered products; and (2) the RFP specifications, subject to any variations described in its response.

11.0 Cooperative Purchasing Efforts

For clarification, Savvas will only contract with entities within Colorado and reserves the right in its sole discretion to decide whether to enter into such contracts under a cooperative purchasing agreement.

13.0 Proposal Certification Form

Savvas has signed this form as required and acknowledges acceptance of (1) the RFP terms and conditions, subject to these clarifications and exceptions and any terms applicable to the offered products; and (2) the RFP specifications, subject to any variations described in its response.

Software Services Agreement

Section 2.6: Savvas requests that this paragraph be deleted and replaced with the following: “The Contractor grants the District a limited, non-exclusive, non-transferable, non-sublicensable license to access and use and permit its authorized users to access and use the Services solely within the District during the term of the Agreement.”

Section 5.2: Savvas requests that the second sentence of this paragraph be deleted and replaced with the following: “The Contractor shall notify the District as soon as possible 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.”

Section 10, Notices and Communications: Savvas requests that this paragraph be altered to reflect that notices will be sent via (a) certified mail, postage prepaid, return receipt requested; or (b) national carrier for overnight delivery.

Section 11, Insurance: Savvas can generally meet the listed requirements; however, there may be certain technical aspects that would need to be negotiated in the event of an award to Savvas. District would be added as an additional insured through operation of Savvas’ applicable policies rather than endorsement. Additionally, Savvas’ aggregate coverage is lower than the required District amount; however, Savvas can meet the requirement through umbrella policies.

Section 14.1, No Assignment: Savvas reserves the right to assign any resulting contract in connection with a merger, acquisition or sale of all or substantially all of Savvas’ assets. As such transactions are inherently confidential, Savvas would be unable to notify the District in advance. Should such an event occur during the life of any resulting agreement, Savvas will notify the District as soon as reasonably practicable, and will ensure that the pricing, terms, and conditions of any agreement will be binding on any successor.

Exhibit C



Thetford Kristin

Poudre School District R-1
 2407 LaPorte Ave
 Fort Collins, CO 80521-2297
 United States

Quote Number: 250383-5
Quote Creation Date: 03-01-2024
Quote Expiration Date: 09-30-2024

Quote Release: 5

Poudre_Data&Prob
 Price Quote Summary

Solution	Base Amount	Free Amount	Total
Bock: Stats in Your World	\$ 60,442.20	\$ 1,674.40	\$ 60,442.20
Solution Subtotal	\$ 60,442.20	\$ 1,674.40	\$ 60,442.20
	Shipping & Handling		\$ 3,022.11
		Total	\$ 63,464.31

Price Quote Detail

ISBN	Description	Price	Free Qty	Charged Qty	Free Amount	Total Charged
Bock: Stats in Your World						
Bock, Stats In Your World, 3rd Edition ©2020						
9780135230565	STATS IN YOUR WORLD + MYMATHLAB FOR SCHOOL 6 YEAR ACCESS	232.47	0	260	\$0.00	\$60,442.20
9780135166031	ANNOTATED TEACHER'S EDITION FOR STATS IN YOUR WORLD [NASTA EDITION]	142.47	10	0	\$1,424.70	\$0.00
9780135166086	TEACHER'S RESOURCE GUIDE WITH STUDENT WORKSHEETS FOR STATS IN YOUR WORL [NASTA EDITION]	24.97	10	0	\$249.70	\$0.00
Bock, Stats In Your World, 3rd Edition ©2020 Subtotal					\$ 1,674.40	\$ 60,442.20
Bock: Stats in Your World Subtotal					\$ 1,674.40	\$ 60,442.20

ISBN	Description	Price	Free Qty	Charged Qty	Free Amount	Total Charged
	Solution Subtotal				\$ 1,674.40	\$ 60,442.20
				Shipping and Handling		\$ 3,022.11
					Total	\$ 63,464.31

Discounted Shipping & Handling Applied

Savvas Learning Company LLC Terms and Conditions

To place your order please submit a copy of this price quote with your Purchase Order, include the Quote Number on your Purchase Order, and include any other required documentation. You may send the order documents using an electronic form **or** by mail. Please submit your PO and price quote via one of the following methods:

Online: <https://support.savvas.com/support/s/customerserviceus>

Mail: PO Box 6820, Chandler, AZ 85246

Savvas does not accept Credit Card information via postal mail, facsimile, or email. Credit Card information will only be accepted via phone, eCommerce, or OASIS. For questions regarding your order please call Customer Service: 1-800-848-9500.

Price quote: This is a price quote for the customer's convenience only, and not an offer to contract. All quotes are subject to review and final acceptance by an authorized representative of Savvas at its offices. Savvas reserves the right to correct typographical, computational or other errors. Savvas' standard payment terms are net 30 days unless otherwise specified. All pricing is in US Dollars unless otherwise specified. Pricing calculations use multiple decimal places to determine the most accurate extended pricing but are represented in standard currency format.

Shipping & handling charges (where applicable) are shown on the quote. S&H rates quoted are for standard ground transportation and may not reflect account contracted rates. If expedited shipping is requested, actual charges may be higher. For orders picked up at the Savvas warehouse by the customer or a third party carrier contracted by the customer, a 2% handling charge will be applied to shippable items. The 2% charge will appear on the customer proposal and invoice as a S&H charge.

Taxes: All pricing in this quote is exclusive of any applicable sales, use or other similar taxes or duties. The customer is responsible for any such taxes or duties that may apply; if the customer is tax exempt, evidence of such tax exemption must be provided. Estimated tax may be provided solely for customer convenience. The amount indicated is only an estimate and is intended to be helpful for budgeting purposes. The actual amount of sales tax assessed at the time of invoicing may be more or less.

Platforms: Savvas, and any third party for which Savvas serves as the sales agent or distributor, reserve the right to change and/or update technology platforms, including possible edition updates to customers during the term of access. Customers will be notified of any change prior to the beginning of the new school year.

Damaged & Defective Products: If a print product, or the print component of a blended (print & digital) product, is received in damaged or defective condition, Savvas will issue a credit or replacement at no charge to the customer if the customer promptly (no later than 120 days) returns the damaged or defective product. Customers must report missing product immediately upon receipt.

Return Policy: Returns (other than damaged or defective products) are subject to the following conditions: (a) materials must be returned to Savvas at the customer's expense in new, unused condition, suitable for resale by Savvas (note that any barcoding, sticker, stamping or similar marking on any print materials renders them unsuitable for resale); (b) materials must be returned within six (6) months from the date of purchase; (c) the customer must obtain a Return Materials Authorization ("RMA") from Savvas prior to returning the materials, and must ship the materials back to Savvas within thirty days of receiving the RMA; (d) all materials sold in a set or package must be returned complete as originally sold; and (e) any materials provided by Savvas to the customer on a no-charge basis in consideration of the customer's purchase must be returned in proportion to the purchased materials that are being returned for a credit. A restocking fee of 3% may be applied to credits over \$1,000. Savvas' return policy does not apply to science lab kits or trade publication novels, which are sold on a non-returnable basis.

Consumable Worktexts: Subsequent year consumable worktexts will ship each year on the anniversary of the original order date for the duration of their license. Worktexts will ship to the location listed on the original order. Quantities for each grade level and title will remain consistent each year. Changes to quantities of titles previously ordered, shipping location changes, or any other changes to consumable worktext shipments must be made 4 weeks prior to shipment date. (the anniversary of the original order date unless changed). Changes can be made on the Subscription Worktext Site:

<https://worktext-subscriptions.savvas.com>

Annual subscriptions for iLit and Successmaker Only: Savvas' iLit and Successmaker products (and no others) automatically renew on the anniversary date of the original purchase and will be invoiced accordingly unless otherwise specified.

Technical support services are included with purchase of Savvas digital products.

online help: <https://support.savvas.com/support/s/k12-curriculum-support-form>

phone: 1-800-848-9500

Professional Services: Professional Services: All paid services must be delivered within twelve (12) months of the order date of those services. Any unused services expire at the end of such twelve (12) month period, unless otherwise specified in contract terms. Any cancellation made with less than 72 hours' notice will result in a cancellation fee equal to the full price of the event. MySavvasTraining is included with purchase of products (<https://mysavvastraining.com>).

Exhibit D



Clear Form

STUDENT DATA INFORMATION REQUEST FOR SOFTWARE SERVICES

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

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

Please provide the following information to facilitate the contracting process:

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

PSD is purchasing AP MyMathLab.

PSD acknowledges that Savvas Learning Company LLC (“Savvas”) is the exclusive sales agent in the K-12 market for certain products owned by Pearson Education, Inc. (“Vendor”). To the extent that such products offer a digital, hosted component, these services are administered through Vendor and as such, the data privacy and security obligations with regard to any such products covered under the Agreement reside with Vendor. All other matters related to purchase or ordering reside with Savvas.

- 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.

Student	Teacher	Admin	Meta Data
First Name	First Name		

Last Name	Last Name		
Email	Email		
Username (this is the school email address)	Username (this is the school email address)		
Password (system generated, this is NOT their Poudre password)	Password (system generated, this is NOT their Poudre password)		
Role	Role		
Grades/Outcomes/performance			

3. What is the purpose of collecting student data?

User personal data is used to create user accounts within the Pearson system for direct login, mobile App login, etc. This is required to support the product functionality of ensuring student identity, subscription, outcomes/grades, etc

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.*

Pearson sends user IDs (NOT email or name) to Tableau for reporting purposes, and Pendo for customer experience improvement awareness

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

See above

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

MyLab & Mastering: Sub-processors and Affiliated Operational Entities

Mastering:

Entity Name	Corporate Location	Category
Amazon Web Services, Inc (AWS)	USA	Cloud Service Provider
Akamai Technologies	USA	Network Services
Google LLC	USA	Cloud Service Provider
Knowledge Factor, Inc.	USA	Third-party Tool
Blackboard Inc.	USA	Third-party Tool
Instructure (Canvas LMS)	USA	Third-party Tool
D2L (Brightspace)	Canada	Third-party Tool
Moodle HQ	Australia	Third-party Tool
Apereo Foundation (Sakai)	USA	Third-party Tool
PowerSchool (Schoology)	USA	Third-party Tool
Salesforce.com, Inc	USA	SaaS - Cloud-based Customer Support, Communication, and Marketing Services
Concentrix Corporation	USA	Contractor
ServiceNow, Inc.	USA	SaaS - Cloud-based Customer Support Services
Tableau Software	USA	SaaS - Cloud Service Provider
Adobe Inc.	USA	SaaS - Cloud Service Provider
ESHA Research, Inc.	USA	Third-party Tool
Switchboard Software, Inc.	USA	SaaS - Cloud Service Provider
Snowflake Inc.	USA	Cloud Service Provider
EPAM Systems, Inc.	USA	Contractor
Microsoft Corporation	USA	Cloud Service Provider
Snowflake Inc.	USA	Cloud Service Provider
ACI Worldwide	USA	eCommerce SaaS – Cloud Service Provider
Ekata, Inc.	USA	eCommerce SaaS – Cloud Service Provider
SAP Hybris	Germany	eCommerce SaaS – Cloud Service Provider
ForgeRock	USA	SaaS – Cloud Service Provider
Oracle Corporation	USA	DBaaS Provider
Appcues	USA	SaaS – Cloud Service Provider
Amplifire	USA	Third-party Tool
ESHA Research, Inc.	USA	Third-party Tool
GeoGebra Group	Austria	Third-party Tool

MyLabs:

Entity Name	Corporate Location	Category
Amazon Web Services, Inc (AWS)	USA	Cloud Service Provider
Akamai Technologies	USA	Network Services
Google LLC	USA	Cloud Service Provider
Adobe Inc.	USA	SaaS - Cloud Service Provider
Knowledge Factor, Inc.	USA	Third-party Tool
Savas Learning Company	USA	Third-party reseller
Salesforce.com, Inc	USA	SaaS - Cloud-based Customer Support, Communication, and Marketing
Concentrix Corporation	USA	Contractor
ServiceNow, Inc.	USA	SaaS - Cloud-based Customer Support Services
Excelsoft Technologies	India	Contractor
All Things Media LLC	USA	Third-party Tool
FableVision Learning	USA	Third-party Tool
Cantina Consulting	USA	Contractor
Tableau Software	USA	SaaS - Cloud Service Provider
ProctorU Inc.	USA	Third-party Tool
Vital Source Technologies, Inc.	USA	Third-party Tool, Partner
3PS Partners, Inc.	USA	Contractor
Peak Learning	USA	Contractor
SpeechAce LLC	USA	Third-party tool
Social Explorer, Inc.	USA	Third-party Tool
Xero Limited	Australia	Third-party Tool
The MathWorks, Inc.		Third-party Tool
Turing's Craft	USA	Third-party Application Provider
Switchboard Software, Inc.	USA	SaaS - Cloud Service Provider
Respondus, Inc.	USA	Third-party Tool
GeoGebra Group	Austria	Third-party Tool
Blackboard Inc.	USA	Third-party Tool
Instructure (Canvas LMS)	USA	Third-party Tool
D2L (Brightspace)	Canada	Third-party Tool
Moodle HQ	Australia	Third-party Tool
Apereo Foundation (Sakai)	USA	Third-party Tool
PowerSchool (Schoolgy)	USA	Third-party Tool
EPAM Systems, Inc.	USA	Contractor
Microsoft Corporation	USA	Cloud Service Provider
Snowflake Inc.	USA	Cloud Service Provider
ACI Worldwide	USA	eCommerce SaaS – Cloud Service Provider
Ekata, Inc.	USA	eCommerce SaaS – Cloud Service Provider
SAP Hybris	Germany	eCommerce SaaS – Cloud Service Provider
ForgeRock	USA	SaaS – Cloud Service Provider
Oracle Corporation	USA	DBaaS Provider
Appcues	USA	SaaS – Cloud Service Provider
Vonage Holdings Corp. (TokBox)	USA	Third-party Tool
Learnosity	Ireland	Third-party Tool
Amplifire	USA	Third-party Tool

EXHIBIT “B”

SCHEDULE OF DATA – myLabs and Mastering

Category of Data	Elements	Check if used by your system
Application Technology Meta Data	IP Addresses of users, Use of cookies etc.	X
	Other application technology meta data-Please specify:	
Application Use Statistics	Meta data on user interaction with application	X
Assessment	Standardized test scores	
	Observation data	
	Other assessment data-Please specify:	
Attendance	Student school (daily) attendance data	
	Student class attendance data	
Communications	Online communications that are captured (emails, blog entries)	

Conduct	Conduct or behavioral data	
Demographics	Date of Birth	
	Place of Birth	
	Gender	
	Ethnicity or race	
	Language information (native, preferred or primary language spoken by student)	
	Other demographic information-Please specify:	
Enrollment	Student school enrollment	
	Student grade level	X
	Homeroom	
	Guidance counselor	
	Specific curriculum programs	
	Year of graduation	
	Other enrollment information-Please specify:	
Parent/Guardian Contact Information	Address	
	Email	
	Phone	

Parent/ Guardian ID	Parent ID number (created to link parents to students)	
Parent/ Guardian Name	First and/or Last	
Schedule	Student scheduled courses	X
	Teacher names	X
Special Indicator	English language learner information	
	Low income status	
	Medical alerts /health data	
	Student disability information	
	Specialized education services (IEP or 504)	
	Living situations (homeless/ foster care)	
	Other indicator information- Please specify:	
Student Contact Information	Address	
	Email	X
	Phone	
Student Identifiers	Local (School district) ID	X

	number	
	State ID number	X
	Provider/App assigned student ID number	X
	Student app username	X
	Student app passwords	X
Student Name	First and/or Last	X
Student In App Performance	Program/appli- cation performance (typing program-student types 60 wpm, reading program-student reads below grade level)	
Student Program Membership	Academic or extracurricular activities a student may belong to or participate in	
Student Survey Responses	Student responses to surveys or questionnaires	X
Student work	Student generated content; writing, pictures etc.	X
	Other student	

	work data - Please specify:	
Transcript	Student course grades	
	Student course data	
	Student course grades/performance scores	
	Other transcript data -Please specify:	
Transportation	Student bus assignment	
	Student pick up and/or drop off location	
	Student bus card ID number	

	Other transportation data -Please specify:	
Other	Please list each additional data element used, stored or collected by your application	

Pearson Revel

SCHEDULE OF DATA

Category of Data	Elements	Check if used by your system
Application Technology Meta Data	IP Addresses of users, Use of cookies etc.	✓
	Other application technology meta data-Please specify:	Browser / device information and settings are used to detect and alert users to potential compatibility issues and to inform compatibility testing.
Application Use Statistics	Meta data on user interaction with application	✓
Assessment	Standardized test scores	
	Observation data	✓ - Time on task is captured and is made available to instructors as well. This is the time spent by an individual student on each assessment / assignment.
	Other assessment data-Please specify:	
Attendance	Student school (daily) attendance data	✓ - Revel tracks user activity and reports low activity if a student has not been in the system.
	Student class attendance data	

Communications	Online communications that are captured (emails, blog entries)	✓ - notes and highlights; video submissions via MediaShare; text entries via journals
Conduct	Conduct or behavioral data	
Demographics	Date of Birth	
	Place of Birth	
	Gender	
	Ethnicity or race	
	Language information (native, preferred or primary language spoken by student)	
	Other demographic information-Please specify:	
Enrollment	Student school enrollment	✓
	Student grade level	
	Homeroom	
	Guidance counselor	
	Specific curriculum programs	
	Year of graduation	
	Other enrollment information-Please specify:	

Parent/Guardian Contact Information	Address	
	Email	
	Phone	
Parent/Guardian ID	Parent ID number (created to link parents to students)	
Parent/Guardian Name	First and/or Last	
Schedule	Student scheduled courses	✓ - scheduled courses tied to a single User ID are available to Revel.
	Teacher names	✓
Special Indicator	English language learner information	
	Low income status	
	Medical alerts	
	Student disability information	
	Specialized education services (IEP or 504)	
	Living situations (homeless/foster care)	

	Other indicator information- Please specify:	
Category of Data	Elements	Check if used by your system
Student Contact Information	Address	✓ - used if physical order is placed
	Email	✓
	Phone	✓ - optional
Student Identifiers	Local (School district) ID number	✓ - optional based on instructor choice / school set-up
	State ID number	✓ - optional based on instructor choice / school set-up
	Vendor/App assigned student ID number	✓
	Student app username	✓
	Student app passwords	✓ (encrypted, not plain text)
Student Name	First and/or Last	✓
Student In App Performance	Program/application performance (typing program-student types 60 wpm, reading program-student reads below grade level)	✓ - only related to assignments / activities in courses

Student Program Membership	Academic or extracurricular activities a student may belong to or participate in	
Student Survey Responses	Student responses to surveys or questionnaires	✓ - optional; if instructor-created, yes, otherwise optional based on opt-in / opt-out.
Student work	Student generated content; writing, pictures etc.	✓
	Other student work data - Please specify:	Student work types would vary by specific application. In addition to the above, question / assessment responses, audio / video responses, and interaction with the instructor are all examples of student work types that could be used.
Transcript	Student course grades	✓ - limited to the application(s) in use
	Student course data	✓ - limited to the application(s) in use
	Student course grades/performance scores	✓ - limited to the application(s) in use
	Other transcript data -Please specify:	Revel saves student scores for each assessment as well as for student and class averages.
Transportation	Student bus assignment	
Other	Please list each additional data element used, stored or collected by your application	In addition to the above, the application may use: - Country / Location - Role within course - A security question and answer - LMS Student Identifier (if integrated)

- | | | |
|--|--|---|
| | | <ul style="list-style-type: none">- Google Analytics information- Mobile phone number (this can be optionally added for password reset for some products)- Address (for delivery of physical products, if applicable) |
|--|--|---|

Exhibit E



Pearson

MyLab Developmental Math Accessibility Conformance Report International Edition

(Based on VPAT® Version 2.4Rev)

Name of Product/Version:

MyLab Development Math

Report Date:

6th October 2023

Product Description:

Pearson MyLab Developmental Math is an online homework, tutorial, and assessments product for mathematic studies.

Contact Information:

disability.support@pearson.com

Notes:

Barrierbreak performed the accessibility audit for MyLab Developmental Math.

“Voluntary Product Accessibility Template” and “VPAT” are registered service marks of the Information Technology Industry Council (ITI)



At Pearson, we support every learner.

Pearson's defining goal — to help people make progress in their lives through learning — can only be fulfilled when our educational materials are accessible to all users.

Our commitment & progress

Accessibility and achievement go hand in hand. We are committed to enabling access for people with disabilities as part of the fabric of our learning materials, development processes, innovation efforts, and employee culture. Our goal is to help all students learn from our products and demonstrate that learning.

Pearson continues to make steady progress in developing our learning platforms, rich media assets, and other content to be as accessible as possible to all our customers. WCAG 2.1 AA standards form the basis of the Pearson Accessibility Guidelines for product development, and we regularly review our existing platforms and content to improve accessibility with each release. We provide up-to-date, clear, and straightforward statements on the accessibility of our products.

Evaluation Methods Used:

A representative set of 16 pages, 34 components and 4 videos from MyLab Developmental Math to perform the audit.

These pages include different types of elements and cover the key flows.

The pages and components were tested in the below environments:

- Desktop
 - Windows 11/Google Chrome/JAWS 2022
 - Windows 11/Firefox/NVDA 2022
 - Windows 11/Google Chrome/ZoomText 2022
 - MAC OS 12/Chrome/VoiceOver
- Mobile Browser
 - iOS 15/iPad/Safari/VoiceOver
 - Android 10/Tablet/Google Chrome/TalkBack

Accessibility testers performed the audit using:

- Automated tools
 - W3C Markup Validation service
 - Color contrast checker
- Code Inspection
- Color Contrast Checkers
- Keyboard-only interaction
- Screen readers
- Screen magnifiers

These results reflect the accessibility of a sample set of 16 pages, 34 components and 4 videos from the MyLab Developmental Math.

The sample set of 16 pages, 34 components and 4 videos that were evaluated includes:

- **Webpages and Components:**
 - Left Navigation (Standard Features)
 - Course Home (Standard Features)
 - eTextbook Content (Standard Features)
 - Video & Resource Library Main Page (Standard Features)
 - Study slide
 - Video Transcript
 - Chapter 10: Conic sections - Equation of circles
 - MyMathGuide with Integrated Review
 - Contents Page
 - Chapter 2 Graphs, Functions, and Linear Equations
 - Student Activities
 - Mindset
 - Document Sharing
 - Purchase Options
 - Accessible Resources
 - Standard Features - Assignments Main Page
 - Chapter 8 Quiz - Question 1
 - Submit Quiz Pop-up
 - Chapter 12 Homework: Question 1
 - Chapter 12 Homework: Question 2
 - Chapter 12 Homework: Question 3
 - Check Answer Pop-up
 - Results
 - Study Plan - Recommendations
 - Study Plan - Recommendations - Question 1
 - Study Plan - Recommendations - Question 2
 - Study Plan - Recommendations - Question 4
 - Study Plan - Progress
 - Study Plan - All Chapters
 - eTextbook content - Chapter 1: An Excel-lent approach to relationships

- eTextbook content - Chapter 1: An Excel-lent Approach to Relationships - Integrated Review
- Corequisite Support
- Guided Worksheets
- StatCrunch
- Assignments - Chapter 1 Quiz - Question 2
- Assignments - Chapter 8 Homework - Question 1
- Assignments - Chapter 8 Homework - Question 3
- Assignments - Chapter 8 Homework - Question 4
- Assignments - Chapter 8 Homework - Question 5
- Study Plan - Recommendations - Question 1
- eTextbook content - Chapter 1: The Art of Problem Solving
- eTextbook content - Chapter 2: Basics of Set Theory - Venn Diagrams
- Assignments - Chapter 5 Quiz - Question 1
- Assignments - Chapter 5 Quiz - Question 11
- Assignments - Chapter 4 Homework - Question 1
- Assignments - Chapter 4 Homework - Question 2
- Assignments - Chapter 4 Homework - Question 3
- Assignments - Chapter 4 Homework - Question 5
- Study Plan - Quiz Me - Question 1
- Study Plan - Quiz Me - Question 2

- **Videos:**

- Prime Factorizations Video
- Chapter 1 Algebra & Problem Solving - Objective 1: Translating to Algebraic Expressions
- Chapter 2: Ratios & Proportions – Age
- Chapter 1: The Art of problem solving - Numeracy in today's world

Applicable Standards/Guidelines

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

Standard/Guideline	Included In Report
Web Content Accessibility Guidelines 2.0	Level A (Yes) Level AA (Yes) Level AAA (No)
Web Content Accessibility Guidelines 2.1	Level A (Yes) Level AA (Yes) Level AAA (No)
Revised Section 508 standards published January 18, 2017 and corrected January 22, 2018	(Yes)
EN 301 549 Accessibility requirements for ICT products and services - V3.1.1 (2019-11) AND EN 301 549 Accessibility requirements for ICT products and services - V3.2.1 (2021-03)	(Yes)

Terms

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

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

WCAG 2.1 Report

Tables 1 and 2 also document conformance with:

- EN 301 549: Chapter 9 - Web, Sections 10.1-10.4 of Chapter 10 - Non-Web documents, and Sections 11.1-11.4 and 11.8.2 of Chapter 11 - Non-Web Software (open and closed functionality), and Sections 12.1.2 and 12.2.4 of Chapter 12 – Documentation
- Revised Section 508: Chapter 5 – 501.1.1 Scope, 504.2 Content Creation or Editing, and Chapter 6 – 602.3 Electronic Support Documentation.

Note: When reporting on conformance with the WCAG 2.1 Success Criteria, they are scoped for full pages, complete processes, and accessibility-supported ways of using technology as documented in the [WCAG 2.1 Conformance Requirements](#).

Table 1: Success Criteria, Level A

Criteria	Conformance Level	Remarks and Explanations
<p><u>1.1.1 Non-text Content</u> (Level A)</p> <p>Also applies to: EN 301 549 Criteria</p> <ul style="list-style-type: none"> • 9.1.1.1 (Web) • 10.1.1.1.1 (Non-web document) • 11.1.1.1.1 (Open Functionality Software) • 11.1.1.1.2 (Closed Functionality Software) • 11.8.2 (Authoring Tool) • 12.1.2 (Product Docs) • 12.2.4 (Support Docs) <p>Revised Section 508</p> <ul style="list-style-type: none"> • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs) 	<p>Partially Supports</p>	<p>Many informative and functional images have accurate textual descriptions. Some informative and functional images such as "Shared with class - abcd", "Close" and so on either lack textual descriptions or do not have a meaningful textual description.</p>
<p><u>1.2.1 Audio-only and Video-only (Prerecorded)</u> (Level A)</p> <p>Also applies to: EN 301 549 Criteria</p> <ul style="list-style-type: none"> • 9.1.2.1 (Web) • 10.1.2.1 (Non-web document) • 11.1.2.1.1 (Open Functionality Software) • 11.1.2.1.2.1 and 11.1.2.1.2.2 (Closed Software) • 11.8.2 (Authoring Tool) • 12.1.2 (Product Docs) • 12.2.4 (Support Docs) <p>Revised Section 508</p> <ul style="list-style-type: none"> • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs) 	<p>Not Applicable</p>	<p>Prerecorded audio-only and video-only content is not present.</p>

Criteria	Conformance Level	Remarks and Explanations
<p>1.2.2 Captions (Prerecorded) (Level A)</p> <p>Also applies to:</p> <p>EN 301 549 Criteria</p> <ul style="list-style-type: none"> • 9.1.2.2 (Web) • 10.1.2.2 (Non-web document) • 11.1.2.2 (Open Functionality Software) • 11.1.2.2 (Closed Software) • 11.8.2 (Authoring Tool) • 12.1.2 (Product Docs) • 12.2.4 (Support Docs) <p>Revised Section 508</p> <ul style="list-style-type: none"> • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs) 	<p>Supports</p>	<p>Synchronized caption is provided for the video.</p>
<p>1.2.3 Audio Description or Media Alternative (Prerecorded) (Level A)</p> <p>Also applies to:</p> <p>EN 301 549 Criteria</p> <ul style="list-style-type: none"> • 9.1.2.3 (Web) • 10.1.2.3 (Non-web document) • 11.1.2.3.1 (Open Functionality Software) • 11.1.2.3.2 (Closed Software) • 11.8.2 (Authoring Tool) • 12.1.2 (Product Docs) • 12.2.4 (Support Docs) <p>Revised Section 508</p> <ul style="list-style-type: none"> • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs) 	<p>Supports</p>	<p>Text transcript is provided for the video.</p>

Criteria	Conformance Level	Remarks and Explanations
<p>1.3.1 Info and Relationships (Level A)</p> <p>Also applies to: EN 301 549 Criteria</p> <ul style="list-style-type: none"> • 9.1.3.1 (Web) • 10.1.3.1 (Non-web document) • 11.1.3.1.1 (Open Functionality Software) • 11.1.3.1.2 (Closed Software) • 11.8.2 (Authoring Tool) • 12.1.2 (Product Docs) • 12.2.4 (Support Docs) <p>Revised Section 508</p> <ul style="list-style-type: none"> • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs) 	<p>Partially Supports</p>	<p>Most of the headings are defined accurately to represent the content's structure. Some headings are not defined to represent the content structure. Some relational items are not grouped using list mark-up to denote information and relationship. Tabular content is not structured programmatically to convey information and relationships.</p>
<p>1.3.2 Meaningful Sequence (Level A)</p> <p>Also applies to: EN 301 549 Criteria</p> <ul style="list-style-type: none"> • 9.1.3.2 (Web) • 10.1.3.2 (Non-web document) • 11.1.3.2.1 (Open Functionality Software) • 11.1.3.2.2 (Closed Software) • 11.8.2 (Authoring Tool) • 12.1.2 (Product Docs) • 12.2.4 (Support Docs) <p>Revised Section 508</p> <ul style="list-style-type: none"> • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs) 	<p>Partially Supports</p>	<p>Most of the information is present in a correct sequence through code to ensure that it can be accessed logically by assistive technologies such as screen readers except for some of the content and interactive elements.</p>

Criteria	Conformance Level	Remarks and Explanations
<p><u>1.3.3 Sensory Characteristics</u> (Level A)</p> <p>Also applies to: EN 301 549 Criteria</p> <ul style="list-style-type: none"> • 9.1.3.3 (Web) • 10.1.3.3 (Non-web document) • 11.1.3.3 (Open Functionality Software) • 11.1.3.3 (Closed Software) • 11.8.2 (Authoring Tool) • 12.1.2 (Product Docs) • 12.2.4 (Support Docs) <p>Revised Section 508</p> <ul style="list-style-type: none"> • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs) 	<p>Supports</p>	<p>Important instructions to access the content are not presented using sensory characteristics, such as size, shape, sound, and so on.</p>
<p><u>1.4.1 Use of Color</u> (Level A)</p> <p>Also applies to: EN 301 549 Criteria</p> <ul style="list-style-type: none"> • 9.1.4.1 (Web) • 10.1.4.1 (Non-web document) • 11.1.4.1 (Open Functionality Software) • 11.1.4.1 (Closed Software) • 11.8.2 (Authoring Tool) • 12.1.2 (Product Docs) • 12.2.4 (Support Docs) <p>Revised Section 508</p> <ul style="list-style-type: none"> • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs) 	<p>Supports</p>	<p>Color is not used as the only visual means of conveying information, indicating an action, prompting a response, or distinguishing a visual element.</p>

Criteria	Conformance Level	Remarks and Explanations
<p>1.4.2 Audio Control (Level A) Also applies to: EN 301 549 Criteria</p> <ul style="list-style-type: none"> • 9.1.4.2 (Web) • 10.1.4.2 (Non-web document) • 11.1.4.2 (Open Functionality Software) • 11.1.4.2 (Closed Software) • 11.8.2 (Authoring Tool) • 12.1.2 (Product Docs) • 12.2.4 (Support Docs) <p>Revised Section 508</p> <ul style="list-style-type: none"> • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs) 	<p>Not Applicable</p>	<p>Audio content that plays automatically is not present.</p>
<p>2.1.1 Keyboard (Level A) Also applies to: EN 301 549 Criteria</p> <ul style="list-style-type: none"> • 9.2.1.1 (Web) • 10.2.1.1 (Non-web document) • 11.2.1.1.1 (Open Functionality Software) • 11.2.1.1.2 (Closed Software) • 11.8.2 (Authoring Tool) • 12.1.2 (Product Docs) • 12.2.4 (Support Docs) <p>Revised Section 508</p> <ul style="list-style-type: none"> • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs) 	<p>Partially Supports</p>	<p>Most of the interactive elements are keyboard operable. Some buttons, tooltip, and scroll functionality cannot be operated with a keyboard.</p>

Criteria	Conformance Level	Remarks and Explanations
<p><u>2.1.2. No Keyboard Trap</u> (Level A) Also applies to: EN 301 549 Criteria</p> <ul style="list-style-type: none"> • 9.2.1.2 (Web) • 10.2.1.2 (Non-web document) • 11.2.1.2 (Open Functionality Software) • 11.2.1.2 (Closed Software) • 11.8.2 (Authoring Tool) • 12.1.2 (Product Docs) • 12.2.4 (Support Docs) <p>Revised Section 508</p> <ul style="list-style-type: none"> • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs) 	<p>Supports</p>	<p>User's keyboard focus does not get trapped at any point while interacting with the functionality and can easily navigate between different interactive elements.</p>
<p><u>2.1.4 Character Key Shortcuts</u> (Level A 2.1 only) Also applies to: EN 301 549 Criteria</p> <ul style="list-style-type: none"> • 9.2.1.4 (Web) • 10.2.1.4 (Non-web document) • 11.2.1.4.1 (Open Functionality Software) • 11.2.1.4.2 (Closed Software) • 11.8.2 (Authoring Tool) • 12.1.2 (Product Docs) • 12.2.4 (Support Docs) <p>Revised Section 508 – Does not apply</p>	<p>Not Applicable</p>	<p>Character key shortcuts are not defined for interactive elements.</p>

Criteria	Conformance Level	Remarks and Explanations
<p>2.2.1 Timing Adjustable (Level A)</p> <p>Also applies to: EN 301 549 Criteria</p> <ul style="list-style-type: none"> • 9.2.2.1 (Web) • 10.2.2.1 (Non-web document) • 11.2.2.1 (Open Functionality Software) • 11.2.2.1 (Closed Software) • 11.8.2 (Authoring Tool) • 12.1.2 (Product Docs) • 12.2.4 (Support Docs) <p>Revised Section 508</p> <ul style="list-style-type: none"> • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs) 	<p>Supports</p>	<p>A mechanism is provided for the users to extend the session.</p>
<p>2.2.2 Pause, Stop, Hide (Level A)</p> <p>Also applies to: EN 301 549 Criteria</p> <ul style="list-style-type: none"> • 9.2.2.2 (Web) • 10.2.2.2 (Non-web document) • 11.2.2.2 (Open Functionality Software) • 11.2.2.2 (Closed Software) • 11.8.2 (Authoring Tool) • 12.1.2 (Product Docs) • 12.2.4 (Support Docs) <p>Revised Section 508</p> <ul style="list-style-type: none"> • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs) 	<p>Not Applicable</p>	<p>Moving, blinking, and auto-updating content is not present.</p>

Criteria	Conformance Level	Remarks and Explanations
<p><u>2.3.1 Three Flashes or Below Threshold</u> (Level A)</p> <p>Also applies to:</p> <p>EN 301 549 Criteria</p> <ul style="list-style-type: none"> • 9.2.3.1 (Web) • 10.2.3.1 (Non-web document) • 11.2.3.1 (Open Functionality Software) • 11.2.3.1 (Closed Software) • 11.8.2 (Authoring Tool) • 12.1.2 (Product Docs) • 12.2.4 (Support Docs) <p>Revised Section 508</p> <ul style="list-style-type: none"> • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs) 	<p>Not Applicable</p>	<p>Flickering and flashing content is not present.</p>
<p><u>2.4.1 Bypass Blocks</u> (Level A)</p> <p>Also applies to:</p> <p>EN 301 549 Criteria</p> <ul style="list-style-type: none"> • 9.2.4.1 (Web) • 10.2.4.1 (Non-web document) – Does not apply • 11.2.4.1 (Open Functionality Software) – Does not apply • 11.2.4.1 (Closed Software) – Does not apply • 11.8.2 (Authoring Tool) • 12.1.2 (Product Docs) • 12.2.4 (Support Docs) <p>Revised Section 508</p> <ul style="list-style-type: none"> • 501 (Web)(Software) – Does not apply to non-web software • 504.2 (Authoring Tool) • 602.3 (Support Docs) – Does not apply to non-web docs 	<p>Supports</p>	<p>A mechanism is provided to help users bypass repetitive elements and quickly access the main content.</p>

Criteria	Conformance Level	Remarks and Explanations
<p>2.4.2 Page Titled (Level A) Also applies to: EN 301 549 Criteria</p> <ul style="list-style-type: none"> • 9.2.4.2 (Web) • 10.2.4.2 (Non-web document) • 11.2.4.2 (Open Functionality Software) - Does not apply • 11.2.4.2 (Closed Software) – Does not apply • 11.8.2 (Authoring Tool) • 12.1.2 (Product Docs) • 12.2.4 (Support Docs) <p>Revised Section 508</p> <ul style="list-style-type: none"> • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs) 	<p>Supports</p>	<p>Descriptive titles are specified for all the pages.</p>
<p>2.4.3 Focus Order (Level A) Also applies to: EN 301 549 Criteria</p> <ul style="list-style-type: none"> • 9.2.4.3 (Web) • 10.2.4.3 (Non-web document) • 11.2.4.3 (Open Functionality Software) • 11.2.4.3 (Closed Software) • 11.8.2 (Authoring Tool) • 12.1.2 (Product Docs) • 12.2.4 (Support Docs) <p>Revised Section 508</p> <ul style="list-style-type: none"> • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs) 	<p>Partially Supports</p>	<p>Keyboard users can navigate between different elements in a meaningful and sequential order. Few instances of focus moving inappropriately are found.</p>

Criteria	Conformance Level	Remarks and Explanations
<p><u>2.4.4 Link Purpose (In Context)</u> (Level A)</p> <p>Also applies to: EN 301 549 Criteria</p> <ul style="list-style-type: none"> • 9.2.4.4 (Web) • 10.2.4.4 (Non-web document) • 11.2.4.4 (Open Functionality Software) • 11.2.4.4 (Closed Software) • 11.8.2 (Authoring Tool) • 12.1.2 (Product Docs) • 12.2.4 (Support Docs) <p>Revised Section 508</p> <ul style="list-style-type: none"> • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs) 	<p>Supports</p>	<p>Links have unique and descriptive text that helps users understand their destination target.</p>
<p><u>2.5.1 Pointer Gestures</u> (Level A 2.1 only)</p> <p>Also applies to: EN 301 549 Criteria</p> <ul style="list-style-type: none"> • 9.2.5.1 (Web) • 10.2.5.1 (Non-web document) • 11.2.5.1 (Open Functionality Software) • 11.2.5.1 (Closed Software) • 11.8.2 (Authoring Tool) • 12.1.2 (Product Docs) • 12.2.4 (Support Docs) <p>Revised Section 508 – Does not apply</p>	<p>Not Applicable</p>	<p>Functionality dependent on multipoint or path-based gestures is not present.</p>

Criteria	Conformance Level	Remarks and Explanations
<p>2.5.2 Pointer Cancellation (Level A 2.1 only)</p> <p>Also applies to: EN 301 549 Criteria</p> <ul style="list-style-type: none"> • 9.2.5.2 (Web) • 10.2.5.2 (Non-web document) • 11.2.5.2 (Open Functionality Software) • 11.2.5.2 (Closed Software) • 11.8.2 (Authoring Tool) • 12.1.2 (Product Docs) • 12.2.4 (Support Docs) <p>Revised Section 508 – Does not apply</p>	Supports	Functionality of all the interactive elements is triggered on up-event.
<p>2.5.3 Label in Name (Level A 2.1 only)</p> <p>Also applies to: EN 301 549 Criteria</p> <ul style="list-style-type: none"> • 9.2.5.3 (Web) • 10.2.5.3 (Non-web document) • 11.2.5.3.1 (Open Functionality Software) • 11.2.5.3.2 (Closed Software) • 11.8.2 (Authoring Tool) • 12.1.2 (Product Docs) • 12.2.4 (Support Docs) <p>Revised Section 508 – Does not apply</p>	Supports	Accessible names of user interface controls match with their visual labels.

Criteria	Conformance Level	Remarks and Explanations
<p><u>2.5.4 Motion Actuation</u> (Level A 2.1 only)</p> <p>Also applies to: EN 301 549 Criteria</p> <ul style="list-style-type: none"> • 9.2.5.4 (Web) • 10.2.5.4 (Non-web document) • 11.2.5.4 (Open Functionality Software) • 11.2.5.4 (Closed Software) • 11.8.2 (Authoring Tool) • 12.1.2 (Product Docs) • 12.2.4 (Support Docs) <p>Revised Section 508 – Does not apply</p>	<p>Not Applicable</p>	<p>Functionality that requires device motion or user motion is not present.</p>
<p><u>3.1.1 Language of Page</u> (Level A)</p> <p>Also applies to: EN 301 549 Criteria</p> <ul style="list-style-type: none"> • 9.3.1.1 (Web) • 10.3.1.1 (Non-web document) • 11.3.1.1.1 (Open Functionality Software) • 11.3.1.1.2 (Closed Software) • 11.8.2 (Authoring Tool) • 12.1.2 (Product Docs) • 12.2.4 (Support Docs) <p>Revised Section 508</p> <ul style="list-style-type: none"> • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs) 	<p>Supports</p>	<p>Primary language is defined programmatically.</p>

Criteria	Conformance Level	Remarks and Explanations
<p><u>3.2.1 On Focus</u> (Level A) Also applies to: EN 301 549 Criteria</p> <ul style="list-style-type: none"> • 9.3.2.1 (Web) • 10.3.2.1 (Non-web document) • 11.3.2.1 (Open Functionality Software) • 11.3.2.1 (Closed Software) • 11.8.2 (Authoring Tool) • 12.1.2 (Product Docs) • 12.2.4 (Support Docs) <p>Revised Section 508</p> <ul style="list-style-type: none"> • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs) 	<p>Supports</p>	<p>When any component receives focus, it does not initiate a change of context.</p>
<p><u>3.2.2 On Input</u> (Level A) Also applies to: EN 301 549 Criteria</p> <ul style="list-style-type: none"> • 9.3.2.2 (Web) • 10.3.2.2 (Non-web document) • 11.3.2.2 (Open Functionality Software) • 11.3.2.2 (Closed Software) • 11.8.2 (Authoring Tool) • 12.1.2 (Product Docs) • 12.2.4 (Support Docs) <p>Revised Section 508</p> <ul style="list-style-type: none"> • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs) 	<p>Partially Supports</p>	<p>When user inputs any data it does not initiate a change of context except on the "MyMathGuide with Integrated Review" Page.</p>

Criteria	Conformance Level	Remarks and Explanations
<p><u>3.3.1 Error Identification</u> (Level A)</p> <p>Also applies to: EN 301 549 Criteria</p> <ul style="list-style-type: none"> • 9.3.3.1 (Web) • 10.3.3.1 (Non-web document) • 11.3.3.1.1 (Open Functionality Software) • 11.3.3.1.2 (Closed Software) • 11.8.2 (Authoring Tool) • 12.1.2 (Product Docs) • 12.2.4 (Support Docs) <p>Revised Section 508</p> <ul style="list-style-type: none"> • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs) 	<p>Partially Supports</p>	<p>Most of the error messages are identified for screen reader users except for dynamically displayed error messages on activating the "Ask my instructor" button.</p>
<p><u>3.3.2 Labels or Instructions</u> (Level A)</p> <p>Also applies to: EN 301 549 Criteria</p> <ul style="list-style-type: none"> • 9.3.3.2 (Web) • 10.3.3.2 (Non-web document) • 11.3.3.2 (Open Functionality Software) • 11.3.3.2 (Closed Software) • 11.8.2 (Authoring Tool) • 12.1.2 (Product Docs) • 12.2.4 (Support Docs) <p>Revised Section 508</p> <ul style="list-style-type: none"> • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs) 	<p>Supports</p>	<p>Labels are provided for the form controls.</p>

Criteria	Conformance Level	Remarks and Explanations
<p>4.1.1 Parsing (Level A) Also applies to: EN 301 549 Criteria</p> <ul style="list-style-type: none"> • 9.4.1.1 (Web) • 10.4.1.1 (Non-web document) • 11.4.1.1.1 (Open Functionality Software) • 11.4.1.1.2 (Closed Software) – Does not apply • 11.8.2 (Authoring Tool) • 12.1.2 (Product Docs) • 12.2.4 (Support Docs) <p>Revised Section 508</p> <ul style="list-style-type: none"> • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs) 	<p>Supports</p>	<p>All pages are well-formed as per HTML markup language specifications.</p>
<p>4.1.2 Name, Role, Value (Level A) Also applies to: EN 301 549 Criteria</p> <ul style="list-style-type: none"> • 9.4.1.2 (Web) • 10.4.1.2 (Non-web document) • 11.4.1.2.1 (Open Functionality Software) • 11.4.1.2.2 (Closed Software) – Does not apply • 11.8.2 (Authoring Tool) • 12.1.2 (Product Docs) • 12.2.4 (Support Docs) <p>Revised Section 508</p> <ul style="list-style-type: none"> • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs) 	<p>Partially Supports</p>	<p>Most of the custom controls have name, role and value defined programmatically. The role, state and properties are either not defined or defined inappropriately for some user interface controls. Dynamically updating content, tooltip content, input fields and tabs functionality are not programmatically defined with appropriate role, state or properties, thus making it inaccessible for screen reader users on some pages.</p>

Table 2: Success Criteria, Level AA

Criteria	Conformance Level	Remarks and Explanations
<p>1.2.4 Captions (Live) (Level AA)</p> <p>Also applies to:</p> <p>EN 301 549 Criteria</p> <ul style="list-style-type: none"> • 9.1.2.4 (Web) • 10.1.2.4 (Non-web document) • 11.1.2.4 (Open Functionality Software) • 11.1.2.4 (Closed Software) • 11.8.2 (Authoring Tool) • 12.1.2 (Product Docs) • 12.2.4 (Support Docs) <p>Revised Section 508</p> <ul style="list-style-type: none"> • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs) 	<p>Not Applicable</p>	<p>Live multimedia content is not present.</p>
<p>1.2.5 Audio Description (Prerecorded) (Level AA)</p> <p>Also applies to:</p> <p>EN 301 549 Criteria</p> <ul style="list-style-type: none"> • 9.1.2.5 (Web) • 10.1.2.5 (Non-web document) • 11.1.2.5 (Open Functionality Software) • 11.1.2.5 (Closed Software) • 11.8.2 (Authoring Tool) • 12.1.2 (Product Docs) • 12.2.4 (Support Docs) <p>Revised Section 508</p> <ul style="list-style-type: none"> • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs) 	<p>Supports</p>	<p>Audio descriptions is provided for the video.</p>

Criteria	Conformance Level	Remarks and Explanations
<p><u>1.3.4 Orientation</u> (Level AA 2.1 only) Also applies to: EN 301 549 Criteria</p> <ul style="list-style-type: none"> • 9.1.3.4 (Web) • 10.1.3.4 (Non-web document) • 11.1.3.4 (Open Functionality Software) • 11.1.3.4 (Closed Software) • 11.8.2 (Authoring Tool) • 12.1.2 (Product Docs) • 12.2.4 (Support Docs) <p>Revised Section 508 – Does not apply</p>	Supports	All the pages support device orientation.
<p><u>1.3.5 Identify Input Purpose</u> (Level AA 2.1 only) Also applies to: EN 301 549 Criteria</p> <ul style="list-style-type: none"> • 9.1.3.5 (Web) • 10.1.3.5 (Non-web document) • 11.1.3.5.1 (Open Functionality Software) • 11.1.3.5.2 (Closed Software) • 11.8.2 (Authoring Tool) • 12.1.2 (Product Docs) • 12.2.4 (Support Docs) <p>Revised Section 508 – Does not apply</p>	Not Applicable	Form fields that collect information about users are not present.

Criteria	Conformance Level	Remarks and Explanations
<p><u>1.4.3 Contrast (Minimum)</u> (Level AA)</p> <p>Also applies to:</p> <p>EN 301 549 Criteria</p> <ul style="list-style-type: none"> • 9.1.4.3 (Web) • 10.1.4.3 (Non-web document) • 11.1.4.3 (Open Functionality Software) • 11.1.4.3 (Closed Software) • 11.8.2 (Authoring Tool) • 12.1.2 (Product Docs) • 12.2.4 (Support Docs) <p>Revised Section 508</p> <ul style="list-style-type: none"> • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs) 	<p>Partially Supports</p>	<p>Sufficient color contrast is used to display most of the textual information. However, color contrast for some textual content is insufficient.</p>
<p><u>1.4.4 Resize text</u> (Level AA)</p> <p>Also applies to:</p> <p>EN 301 549 Criteria</p> <ul style="list-style-type: none"> • 9.1.4.4 (Web) • 10.1.4.4 (Non-web document) • 11.1.4.4.1 (Open Functionality Software) • 11.1.4.4.2 (Closed Software) • 11.8.2 (Authoring Tool) • 12.1.2 (Product Docs) • 12.2.4 (Support Docs) <p>Revised Section 508</p> <ul style="list-style-type: none"> • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs) 	<p>Partially Supports</p>	<p>Text can be resized up to 200 percent without loss of content or functionality on many pages. On some pages the content is not available with browser's zoom turned on.</p>

Criteria	Conformance Level	Remarks and Explanations
<p><u>1.4.5 Images of Text</u> (Level AA)</p> <p>Also applies to: EN 301 549 Criteria</p> <ul style="list-style-type: none"> • 9.1.4.5 (Web) • 10.1.4.5 (Non-web document) • 11.1.4.5.1 (Open Functionality Software) • 11.1.4.5.2 (Closed Software) – Does not apply • 11.8.2 (Authoring Tool) • 12.1.2 (Product Docs) • 12.2.4 (Support Docs) <p>Revised Section 508</p> <ul style="list-style-type: none"> • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs) 	<p>Partially Supports</p>	<p>Plain text is used to present information rather than images of text except "MyLab Math" image.</p>
<p><u>1.4.10 Reflow</u> (Level AA 2.1 only)</p> <p>Also applies to: EN 301 549 Criteria</p> <ul style="list-style-type: none"> • 9.1.4.10 (Web) • 10.1.4.10 (Non-web document) • 11.1.4.10 (Open Functionality Software) • 11.1.4.10 (Closed Software) • 11.8.2 (Authoring Tool) • 12.1.2 (Product Docs) • 12.2.4 (Support Docs) <p>Revised Section 508 – Does not apply</p>	<p>Partially Supports</p>	<p>When content is reflowed, all the content and functionality are available for low vision users on many pages. However, some content and functionality fail to reflow on some pages.</p>

Criteria	Conformance Level	Remarks and Explanations
<p><u>1.4.11 Non-text Contrast</u> (Level AA 2.1 only)</p> <p>Also applies to: EN 301 549 Criteria</p> <ul style="list-style-type: none"> • 9.1.4.11 (Web) • 10.1.4.11 (Non-web document) • 11.1.4.11 (Open Functionality Software) • 11.1.4.11 (Closed Software) • 11.8.2 (Authoring Tool) • 12.1.2 (Product Docs) • 12.2.4 (Support Docs) <p>Revised Section 508 – Does not apply</p>	<p>Partially Supports</p>	<p>Sufficient color contrast is used to display many informative images, user interface controls, and their states (focus, hover, and default). Some instances of insufficient contrast ratio for user interface controls, and their states (focus) are found.</p>
<p><u>1.4.12 Text Spacing</u> (Level AA 2.1 only)</p> <p>Also applies to: EN 301 549 Criteria</p> <ul style="list-style-type: none"> • 9.1.4.12 (Web) • 10.1.4.12 (Non-web document) • 11.1.4.12 (Open Functionality Software) • 11.1.4.12 (Closed Software) • 11.8.2 (Authoring Tool) • 12.1.2 (Product Docs) • 12.2.4 (Support Docs) <p>Revised Section 508 – Does not apply</p>	<p>Partially Supports</p>	<p>On most pages, when text spacing styles are applied, users can access the content and functionality with ease. However, few instances of text getting overlapped and text get cut off was found.</p>

Criteria	Conformance Level	Remarks and Explanations
<p><u>1.4.13 Content on Hover or Focus</u> (Level AA 2.1 only)</p> <p>Also applies to: EN 301 549 Criteria</p> <ul style="list-style-type: none"> • 9.1.4.13 (Web) • 10.1.4.13 (Non-web document) • 11.1.4.13 (Open Functionality Software) • 11.1.4.13 (Closed Software) • 11.8.2 (Authoring Tool) • 12.1.2 (Product Docs) • 12.2.4 (Support Docs) <p>Revised Section 508 – Does not apply</p>	Supports	Information displayed on hover is persistent, hoverable, and dismissible.
<p><u>2.4.5 Multiple Ways</u> (Level AA)</p> <p>Also applies to: EN 301 549 Criteria</p> <ul style="list-style-type: none"> • 9.2.4.5 (Web) • 10.2.4.5 (Non-web document) – Does not apply • 11.2.4.5 (Open Functionality Software) – Does not apply • 11.2.4.5 (Closed Software) – Does not apply • 11.8.2 (Authoring Tool) • 12.1.2 (Product Docs) • 12.2.4 (Support Docs) <p>Revised Section 508</p> <ul style="list-style-type: none"> • 501 (Web)(Software) – Does not apply to non-web software • 504.2 (Authoring Tool) • 602.3 (Support Docs) – Does not apply to non-web docs 	Supports	Multiple ways are available for users to locate the required content.

Criteria	Conformance Level	Remarks and Explanations
<p><u>2.4.6 Headings and Labels</u> (Level AA)</p> <p>Also applies to: EN 301 549 Criteria</p> <ul style="list-style-type: none"> • 9.2.4.6 (Web) • 10.2.4.6 (Non-web document) • 11.2.4.6 (Open Functionality Software) • 11.2.4.6 (Closed Software) • 11.8.2 (Authoring Tool) • 12.1.2 (Product Docs) • 12.2.4 (Support Docs) <p>Revised Section 508</p> <ul style="list-style-type: none"> • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs) 	Partially Supports	All the form control labels and most of the heading text are unique and descriptive except heading text "Study slides" on the study slide page.
<p><u>2.4.7 Focus Visible</u> (Level AA)</p> <p>Also applies to: EN 301 549 Criteria</p> <ul style="list-style-type: none"> • 9.2.4.7 (Web) • 10.2.4.7 (Non-web document) • 11.2.4.7 (Open Functionality Software) • 11.2.4.7 (Closed Software) • 11.8.2 (Authoring Tool) • 12.1.2 (Product Docs) • 12.2.4 (Support Docs) <p>Revised Section 508</p> <ul style="list-style-type: none"> • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs) 	Supports	On screen focus indicator is clearly visible for all the interactive elements.

Criteria	Conformance Level	Remarks and Explanations
<p><u>3.1.2 Language of Parts</u> (Level AA)</p> <p>Also applies to: EN 301 549 Criteria</p> <ul style="list-style-type: none"> • 9.3.1.2 (Web) • 10.3.1.2 (Non-web document) • 11.3.1.2 (Open Functionality Software) – Does not apply • 11.3.1.2 (Closed Software) – Does not apply • 11.8.2 (Authoring Tool) • 12.1.2 (Product Docs) • 12.2.4 (Support Docs) <p>Revised Section 508</p> <ul style="list-style-type: none"> • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs) 	<p>Not Applicable</p>	<p>Content in the secondary language is not present.</p>
<p><u>3.2.3 Consistent Navigation</u> (Level AA)</p> <p>Also applies to: EN 301 549 Criteria</p> <ul style="list-style-type: none"> • 9.3.2.3 (Web) • 10.3.2.3 (Non-web document) – Does not apply • 11.3.2.3 (Open Functionality Software) – Does not apply • 11.3.2.3 (Closed Software) – Does not apply • 11.8.2 (Authoring Tool) • 12.1.2 (Product Docs) • 12.2.4 (Support Docs) <p>Revised Section 508</p> <ul style="list-style-type: none"> • 501 (Web)(Software) – Does not apply to non-web software • 504.2 (Authoring Tool) • 602.3 (Support Docs) – Does not apply to non-web docs 	<p>Supports</p>	<p>A consistent navigation mechanism is used across the pages.</p>

Criteria	Conformance Level	Remarks and Explanations
<p><u>3.2.4 Consistent Identification</u> (Level AA)</p> <p>Also applies to: EN 301 549 Criteria</p> <ul style="list-style-type: none"> • 9.3.2.4 (Web) • 10.3.2.4 (Non-web document) – Does not apply • 11.3.2.4 (Open Functionality Software) – Does not apply • 11.3.2.4 (Closed Software) – Does not apply • 11.8.2 (Authoring Tool) • 12.1.2 (Product Docs) • 12.2.4 (Support Docs) <p>Revised Section 508</p> <ul style="list-style-type: none"> • 501 (Web)(Software) – Does not apply to non-web software • 504.2 (Authoring Tool) • 602.3 (Support Docs) – Does not apply to non-web docs 	<p>Supports</p>	<p>Elements with identical functionality are identified consistently.</p>
<p><u>3.3.3 Error Suggestion</u> (Level AA)</p> <p>Also applies to: EN 301 549 Criteria</p> <ul style="list-style-type: none"> • 9.3.3.3 (Web) • 10.3.3.3 (Non-web document) • 11.3.3.3 (Open Functionality Software) • 11.3.3.3 (Closed Software) • 11.8.2 (Authoring Tool) • 12.1.2 (Product Docs) • 12.2.4 (Support Docs) <p>Revised Section 508</p> <ul style="list-style-type: none"> • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs) 	<p>Not Applicable</p>	<p>Form fields that require error suggestions are not present.</p>

Criteria	Conformance Level	Remarks and Explanations
<p><u>3.3.4 Error Prevention (Legal, Financial, Data)</u> (Level AA)</p> <p>Also applies to: EN 301 549 Criteria</p> <ul style="list-style-type: none"> • 9.3.3.4 (Web) • 10.3.3.4 (Non-web document) • 11.3.3.4 (Open Functionality Software) • 11.3.3.4 (Closed Software) • 11.8.2 (Authoring Tool) • 12.1.2 (Product Docs) • 12.2.4 (Support Docs) <p>Revised Section 508</p> <ul style="list-style-type: none"> • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs) 	<p>Not Applicable</p>	<p>Forms having legal commitments, financial transactions, and user-controllable data are not present.</p>
<p><u>4.1.3 Status Messages</u> (Level AA 2.1 only)</p> <p>Also applies to: EN 301 549 Criteria</p> <ul style="list-style-type: none"> • 9.4.1.3 (Web) • 10.4.1.3 (Non-web document) • 11.4.1.3 (Open Functionality Software) • 11.4.1.3 (Closed Software) – Does not apply • 11.8.2 (Authoring Tool) • 12.1.2 (Product Docs) • 12.2.4 (Support Docs) <p>Revised Section 508 – Does not apply</p>	<p>Partially Supports</p>	<p>Most of the error messages are identified for screen reader users except for dynamically displayed error messages on activating the "Ask my instructor" button.</p>

Table 3: Success Criteria, Level AAA

Notes: Not Evaluated.

Revised Section 508 Report

Chapter 3: [Functional Performance Criteria \(FPC\)](#)

Criteria	Conformance Level	Remarks and Explanations
302.1 Without Vision	Partially Supports	MyLab Developmental Math allows people without vision to use screen readers to interact with user interface elements. Some components misidentify component name, role, and state as disclosed in Table 1: 1.1.1, 1.3.1, 1.3.2, 2.1.1, 2.4.3, 2.4.4, 3.3.1, 4.1.2 and Table 2: 2.4.6
302.2 With Limited Vision	Partially Supports	MyLab Developmental Math allows people with limited vision to access most of the interface elements. Some challenges may occur while accessing the product as disclosed in Table 1: 2.1.1, 2.4.3 and Table 2: 1.4.3, 1.4.4
302.3 Without Perception of Color	Partially Supports	MyLab Developmental Math allows people without perception of color to access most of the content and functionality. A few challenges of insufficient color contrast are found as disclosed in Table 2: 1.4.3
302.4 Without Hearing	Supports	MyLab Developmental Math allows people without hearing to access content and functionality.
302.5 With Limited Hearing	Supports	MyLab Developmental Math allows people with limited hearing to access content and functionality
302.6 Without Speech	Supports	MyLab Developmental Math allows people with no or limited vocal capabilities to access the product as controls do not require speech input.
302.7 With Limited Manipulation	Partially Supports	MyLab Developmental Math can be operated by people with limited manipulation or strength. A few challenges may occur while accessing the product as disclosed in Table 1: 2.1.1, 2.4.3.
302.8 With Limited Reach and Strength	Partially Supports	MyLab Developmental Math can be operated by people with limited reach. A few challenges may occur while accessing the product as disclosed in Table 1: 2.1.1, 2.4.3.
302.9 With Limited Language, Cognitive, and Learning Abilities	Partially Supports	MyLab Developmental Math allows people to operate user interface with limited language, cognitive, and learning abilities. A few challenges may occur while accessing the product as disclosed Table 1: 3.2.2.

Chapter 4: [Hardware](#)

Notes: MyLab Developmental Math. is not a hardware and thus, all the requirements of this section are not applicable.

Chapter 5: [Software](#)

Notes: MyLab Developmental Math. is not software and thus, all the requirements of this section are not applicable.

Chapter 6: [Support Documentation and Services](#)

Notes: Support documentation and services of MyLab Developmental Math are not a part of the accessibility review.

Criteria	Conformance Level	Remarks and Explanations
601.1 Scope	Heading cell – no response required	Heading cell – no response required
602 Support Documentation	Heading cell – no response required	Heading cell – no response required
602.2 Accessibility and Compatibility Features	Not Applicable	Accessibility and compatibility features are not a part of the accessibility review.
602.3 Electronic Support Documentation	Not Applicable	Electronic support documentation is not part of the accessibility review.
602.4 Alternate Formats for Non-Electronic Support Documentation	Not Applicable	Alternate formats for Non-Electronic Support Documentation are not part of the accessibility review.
603 Support Services	Heading cell – no response required	Heading cell – no response required
603.2 Information on Accessibility and Compatibility Features	Not Applicable	Information on accessibility and compatibility features is not part of the accessibility review.
603.3 Accommodation of Communication Needs	Not Applicable	Accommodation of communication needs is not part of the accessibility review

EN 301 549 Report

Chapter 4: [Functional Performance Statements \(FPS\)](#)

Criteria	Conformance Level	Remarks and Explanations
4.2.1 Usage without vision	Partially Supports	MyLab Developmental Math allows people without vision to use screen readers to interact with user interface elements. Some components misidentify component name, role, and state as disclosed in Table 1: 1.1.1, 1.3.1, 1.3.2, 2.1.1, 2.4.3, 2.4.4, 3.3.1, 4.1.2 and Table 2: 2.4.6, 4.1.3
4.2.2 Usage with limited vision	Partially Supports	MyLab Developmental Math allows people with limited vision to access most of the interface elements. Some challenges may occur while accessing the product as disclosed in Table 1: 2.1.1, 2.4.3 and Table 2: 1.4.3, 1.4.4, 1.4.10, 1.4.11, 1.4.12.
4.2.3 Usage without perception of colour	Partially Supports	MyLab Developmental Math allows people without perception of color to access most of the content and functionality. A few challenges of insufficient color contrast are found as disclosed in Table 2: 1.4.3, 1.4.11.
4.2.4 Usage without hearing	Supports	MyLab Developmental Math allows people without hearing to access content and functionality.
4.2.5 Usage with limited hearing	Supports	MyLab Developmental Math allows people with limited hearing to access content and functionality
4.2.6 Usage with no or limited vocal capability	Supports	MyLab Developmental Math allows people with no or limited vocal capabilities to access the product as controls do not require speech input.
4.2.7 Usage with limited manipulation or strength	Partially Supports	MyLab Developmental Math can be operated by people with limited manipulation or strength. A few challenges may occur while accessing the product as disclosed in Table 1: 2.1.1, 2.4.3.
4.2.8 Usage with limited reach	Partially Supports	MyLab Developmental Math can be operated by people with limited reach. A few challenges may occur while accessing the product as disclosed in Table 1: 2.1.1, 2.4.3.
4.2.9 Minimize photosensitive seizure triggers	Not Applicable	MyLab Developmental Math does not include any content that triggers photosensitive seizures.

Criteria	Conformance Level	Remarks and Explanations
4.2.10 Usage with limited cognition, language or learning	Partially Supports	MyLab Developmental Math allows people to operate user interface with limited language, cognitive, and learning abilities. A few challenges may occur while accessing the product as disclosed in Table 1: 3.2.2 and Table 2: 1.4.12.
4.2.11 Privacy	Supports	MyLab Developmental Math respects the privacy of assistive technology users.

Chapter 5: Generic Requirements

Notes: MyLab Developmental Math supports standard assistive technologies and is, therefore, not subject to the closed functionality.

Criteria	Conformance Level	Remarks and Explanations
5.1 Closed functionality	Heading cell – no response required	Heading cell – no response required
5.1.2 General	Heading cell – no response required	Heading cell – no response required
5.1.2.1 Closed functionality	See 5.2 through 13	See information in 5.2 through 13
5.1.2.2 Assistive technology	See 5.1.3 through 5.1.6	See information in 5.1.3 through 5.1.6
5.1.3 Non-visual access	Heading cell – no response required	Heading cell – no response required
5.1.3.1 Audio output of visual information	Not Applicable	MyLab Developmental Math supports standard assistive technologies and is therefore not subject to closed functionality.
5.1.3.2 Auditory output delivery including speech	Not Applicable	MyLab Developmental Math supports standard assistive technologies and is therefore not subject to closed functionality.
5.1.3.3 Auditory output correlation	Not Applicable	MyLab Developmental Math supports standard assistive technologies and is therefore not subject to closed functionality.
5.1.3.4 Speech output user control	Not Applicable	MyLab Developmental Math supports standard assistive technologies and is therefore not subject to closed functionality.
5.1.3.5 Speech output automatic interruption	Not Applicable	MyLab Developmental Math supports standard assistive technologies and is therefore not subject to closed functionality.
5.1.3.6 Speech output for non-text content	Not Applicable	MyLab Developmental Math supports standard assistive technologies and is therefore not subject to closed functionality.
5.1.3.7 Speech output for video information	Not Applicable	MyLab Developmental Math supports standard assistive technologies and is therefore not subject to closed functionality.
5.1.3.8 Masked entry	Not Applicable	MyLab Developmental Math supports standard assistive technologies and is therefore not subject to closed functionality.

Criteria	Conformance Level	Remarks and Explanations
5.1.3.9 Private access to personal data	Not Applicable	MyLab Developmental Math supports standard assistive technologies and is therefore not subject to closed functionality.
5.1.3.10 Non-interfering audio output	Not Applicable	MyLab Developmental Math supports standard assistive technologies and is therefore not subject to closed functionality.
5.1.3.11 Private listening volume	Not Applicable	MyLab Developmental Math supports standard assistive technologies and is therefore not subject to closed functionality.
5.1.3.12 Speaker volume	Not Applicable	MyLab Developmental Math supports standard assistive technologies and is therefore not subject to closed functionality.
5.1.3.13 Volume reset	Not Applicable	MyLab Developmental Math supports standard assistive technologies and is therefore not subject to closed functionality.
5.1.3.14 Spoken languages	Not Applicable	MyLab Developmental Math supports standard assistive technologies and is therefore not subject to closed functionality.
5.1.3.15 Non-visual error identification	Not Applicable	MyLab Developmental Math supports standard assistive technologies and is therefore not subject to closed functionality.
5.1.3.16 Receipts, tickets, and transactional outputs	Not Applicable	MyLab Developmental Math supports standard assistive technologies and is therefore not subject to closed functionality.
5.1.4 Functionality closed to text enlargement	Not Applicable	MyLab Developmental Math supports standard assistive technologies and is therefore not subject to closed functionality.
5.1.5 Visual output for auditory information	Not Applicable	MyLab Developmental Math supports standard assistive technologies and is therefore not subject to closed functionality.
5.1.6 Operation without keyboard interface	Heading cell – no response required	Heading cell – no response required
5.1.6.1 Closed functionality	See 5.1.3.1 through 5.1.3.16	See information in 5.1.3.1 through 5.1.3.16
5.1.6.2 Input focus	Not Applicable	MyLab Developmental Math supports standard assistive technologies and is therefore not subject to closed functionality.

Criteria	Conformance Level	Remarks and Explanations
5.1.7 Access without speech	Not Applicable	MyLab Developmental Math supports standard assistive technologies and is therefore not subject to closed functionality.
5.2 Activation of accessibility features	Not Applicable	MyLab Developmental Math supports standard assistive technologies and is therefore not subject to closed functionality.
5.3 Biometrics	Not Applicable	MyLab Developmental Math supports standard assistive technologies and is therefore not subject to closed functionality.
5.4 Preservation of accessibility information during conversion	Not Applicable	MyLab Developmental Math supports standard assistive technologies and is therefore not subject to closed functionality.
5.5 Operable parts	Heading cell – no response required	Heading cell – no response required
5.5.1 Means of operation	Not Applicable	MyLab Developmental Math supports standard assistive technologies and is therefore not subject to closed functionality.
5.5.2 Operable parts discernibility	Not Applicable	MyLab Developmental Math supports standard assistive technologies and is therefore not subject to closed functionality.
5.6 Locking or toggle controls	Heading cell – no response required	Heading cell – no response required
5.6.1 Tactile or auditory status	Not Applicable	MyLab Developmental Math supports standard assistive technologies and is therefore not subject to closed functionality.
5.6.2 Visual status	Not Applicable	MyLab Developmental Math supports standard assistive technologies and is therefore not subject to closed functionality.
5.7 Key repeat	Not Applicable	MyLab Developmental Math supports standard assistive technologies and is therefore not subject to closed functionality.
5.8 Double-strike key acceptance	Not Applicable	MyLab Developmental Math supports standard assistive technologies and is therefore not subject to closed functionality.
5.9 Simultaneous user actions	Not Applicable	MyLab Developmental Math supports standard assistive technologies and is therefore not subject to closed functionality.

Chapter 6: ICT with Two-Way Voice Communication

Notes: MyLab Developmental Math is not an ICT with Two-Way Voice Communication and thus, all the requirements of this section are not applicable.

Chapter 7: ICT with Video Capabilities

Notes: MyLab Developmental Math is not an ICT with Video Capabilities and thus, all the requirements of this section are not applicable.

Chapter 8: Hardware

Notes: MyLab Developmental Math is not a hardware and thus, all the requirements of this section are not applicable.

Chapter 9: Web (see *WCAG 2.1 section*)

Notes : Refer to the previously identified remarks and details for WCAG 2.1 already provided in this VPAT.

Chapter 10: Non-Web Documents

Notes : MyLab Developmental Math is not a non-web documents and thus, all the requirements of this section are not applicable.

Chapter 11: Software

Notes: MyLab Developmental Math is not software and thus, all the requirements of this section are not applicable.

Chapter 12: Documentation and Support Services

Notes: Documentation and support services of MyLab Developmental Math are not a part of the accessibility review.

Criteria	Conformance Level	Remarks and Explanations
12.1 Product documentation	Heading cell – no response required	Heading cell – no response required
12.1.1 Accessibility and compatibility features	Not Applicable	Accessibility and compatibility features are not part of the accessibility review.
12.1.2 Accessible documentation	Not Applicable	Accessible documentation is not part of the accessibility review.
12.2 Support Services	Heading cell – no response required	Heading cell – no response required
12.2.2 Information on accessibility and compatibility features	Not Applicable	Information on accessibility and compatibility features is not part of the accessibility review.
12.2.3 Effective communication	Not Applicable	Effective communication is not part of the accessibility review.
12.2.4 Accessible documentation	Not Applicable	Accessible documentation is not part of the accessibility review.

Chapter 13: ICT Providing Relay or Emergency Service Access

Notes: MyLab Developmental Math is not an ICT providing relay or emergency services and thus, all the requirements of this section are not applicable.

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