

EdTech Exchange Contract Information Sheet

Contract Information

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|-------------------------------|-------------------|
| Awarded Vendor: | Khan Academy Inc. |
| Contract Number: | ET230903 |
| Effective Date: | July 1, 2023 |
| Initial Term Expiration Date: | June 30, 2024 |
| Renewable Through: | June 30, 2028 |

Please note: Renewals are automatic unless either party issues an intent to non-renew at least 60 days before the next renewal date. If the contract is cancelled or slated for non-renewal all current customers will be notified.

RFP Process Information

| | |
|-----------------------------------|----------------------------|
| RFP Number: | RFP 2023-09 |
| RFP Title: | Early Childhood Software |
| Dates Advertised: | April 13 & 20, 2023 |
| # of Vendors that Requested RFP: | 53 |
| Questions Due: | May 3, 2023 |
| Public Bid Opening Date and Time: | May 11, 2023, 2:00 pm CT # |
| of Responses Submitted: | 13 |
| Number of Awarded Vendors: | 5 |
| Date of Board Approval: | June 14, 2022 |

Evaluation Criteria, as Set Forth in the RFP

Pricing (30 Points)
Alignment with Region 10 Mission (25 Points)
Customer Training and Support (25 Points)
Qualifications and Experience (10 Points)
Ease of Use (10 Points)

Justification for Award to Multiple Respondents

- 1) Region 10 ESC stated clearly in the RFP that multiple vendors could be awarded if multiple awards were determined to be in the best interest of Region 10 and EdTech members.
- 2) The evaluation committee determined that multiple awards were necessary to cover a variety of software types and services needed by Texas school districts and other EdTech members.

Any information designated by the vendor as proprietary has been redacted from this contract document. For any questions regarding this process or this contract, please contact Clint Pechacek, Purchasing Consultant, at clint.pechacek@region10.org, or 972-348-1184.

REQUEST FOR PROPOSAL FOR EARLY CHILDHOOD SOFTWARE

EDUCATION SERVICE CENTER, REGION 10

400 E Spring Valley Rd
Richardson, TX 75081
Telephone: (972) 348-1184



Publication date 4/13/2023

Product or service Early Childhood Software

RFP # 2023-09

Proposal due date 5/11/2023

Proposal submittal location <https://region10.bonfirehub.com/portal/?tab=login>

Principle contract officer Clint Pechacek

Purchasing Consultant

Public opening location Region 10 ESC

400 East Spring Valley Rd
Richardson, TX 75081

Education Service Center, Region 10 (“Region 10 ESC”) is seeking proposals for the procurement of Early Childhood Software to be made available to other public agencies through Region 10 ESC’s **EdTech Exchange** purchasing cooperative. Responses will be accepted until 2 pm on May 11, 2023. All times are Central Standard Time.

The public bid opening will be held via Zoom meeting. Interested parties who wish to attend the bid opening should email Clint Pechacek at clint.pechacek@region10.org at least 24 hours before the deadline for submissions to receive an invitation. Requests for an invitation after that time will not be accepted. The bid opening will begin at 2 pm Central Time on May 11, 2023 after all submissions have been received.

In general, EdTech Exchange purchasing cooperative members will reference this RFP when purchasing from the vendor. Region 10 ESC will not charge a fee to public agencies for participation in the purchasing coop.

Faxed, emailed, or mailed responses will not be considered. By submitting a response, responder certifies to the best of his/her knowledge that all information is true and correct. All proposals must be submitted electronically as directed in the Bonfire procurement application. Scanned submissions are acceptable where PDF files are requested.

Responses should be submitted on the forms provided. Only responses received by the date and time specified will be considered. **PRICE, QUALITY, AND SUITABILITY:** It is not the policy of Region 10 ESC to purchase services solely on the basis of low price alone; quality and suitability to purpose are taken into consideration.

The Region 10 ESC Board of Directors may approve awarding of this proposal to one or more vendors. Region 10 ESC reserves the right to reject all proposals if it determines in its sole discretion that a reasonable basis exists for doing so.

OPEN RECORDS POLICY ACKNOWLEDGMENT AND ACCEPTANCE

Be advised that all information and documents submitted will be subject to the Public Information Act requirements governed by Chapter 552 of the Texas Government Code.

Because contracts are awarded by a Texas governmental entity, all responses submitted are subject to release as public information after contracts are executed. If a Respondent believes that its response, or parts of its response, may be exempted from disclosure to the public, the Respondent must specify page-by-page and line-by-line the parts of the response, which it believes, are exempted from disclosure. In addition, the Respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s). Respondent must provide this information on the "Acknowledgement and Acceptance to Region 10 ESC's Public Information Act Policy" form found on the next page of this solicitation. Any information that is unmarked will be considered public information and released, if requested under the Public Information Act.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 10 ESC must provide the OAG with the information requested in order for the OAG to render an opinion. In such circumstances, Respondent will be notified in writing that the material has been requested and delivered to the OAG. Respondent will have an opportunity to make arguments to the OAG in writing regarding the exception(s) to the TPIA that permit the information to be withheld from public disclosure. Respondents are advised that such arguments to the OAG must be specific and well-reasoned--vague and general claims to confidentiality by the Respondent are generally not acceptable to the OAG. Once the OAG opinion is received by Region 10 ESC, Region 10 ESC must comply with the opinions of the OAG. Region 10 ESC assumes no responsibility for asserting legal arguments on behalf of any Respondent. Respondents are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

After completion of award, these documents will be available for public inspection.

Signature below certifies complete acceptance of Region 10 ESC's Open Records Policy, except as noted below (additional pages may be attached, if necessary). Check one of the following responses to the Acknowledgment and Acceptance of Region 10 ESC's Open Records Policy below:

- We acknowledge Region 10 ESC's Public Information Act policy and declare that no information submitted with this proposal, or any part of our proposal, is exempt from disclosure under the Public Information Act.

(Note: All information believed to be a trade secret or proprietary must be listed below. It is further understood that failure to identify such information, in strict accordance with the instructions below, will result in that information being considered public information and released, if requested under the Public Information Act.)

- We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act.

(Note: Respondent must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, Respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).)

Date Authorized Signature & Title

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A. INTRODUCTION

I. Background on Region 10 Education Service Center

Region 10 Education Service Center (“Region 10 ESC” herein “Lead Agency”) on behalf of itself and, potentially, all state, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and non-profit organizations (herein “Public Agencies”) solicits proposals from qualified Respondents to enter into a Vendor Contract (“contract”) for the goods or services solicited in this invitation.

Contracts are approved and awarded by a single governmental entity, Region 10 ESC, and are only available for use and benefit of all entities complying with their respective state procurement laws and regulations (public and private schools, colleges and universities, cities, counties, non-profits, and all governmental entities).

II. What is the EdTech Exchange Purchasing Cooperative?

EdTech Exchange is the Educational Software-focused cooperative set up and administered by Region 10 ESC in order to give local education agencies in Texas and the United States access to educational software that is effective, competitively priced, and which has been procured in a compliant, transparent manner. There is no cost for membership in EdTech Exchange for public agencies or to use the contracts; EdTech Exchange charges a

2% administrative fee to the vendor on any sales through the contract, which has already been factored into the pricing submitted. EdTech Exchange leverages the purchasing power of Texas school districts, charter, and private schools to get them best-in-class educational software at the most competitive pricing through a compliant solicitation process.

Additionally, Region 10 ESC has partnered with EdCuration, a marketplace for connecting education software companies with educators to help foster collaborative solutions to today's education challenges. EdCuration will assist Region 10 ESC in marketing EdTech Exchange contracts to members in Texas and across the nation.

III. Purpose of Region 10 ESC

The mission of Region 10 is to be a trusted, student-focused partner that serves the learning community through responsive, innovative educational solutions. It is Region 10's intent to:

- Provide governmental and public entities opportunities for greater efficiency and economy in procuring goods and services.
- Take advantage of state-of-the-art purchasing procedures to ensure the most competitive contracts. • Provide competitive price and bulk purchasing for multiple government or public agencies that yields economic benefits unobtainable by the individual entity.
- Provide quick and efficient delivery of goods and services.
- Equalize purchasing power for smaller agencies that are unable to command the best contracts for themselves.
- Help in assisting customers with use of best business practices.

IV. Customer Service

1. Region 10 ESC is dedicated to making its contracts successful for both its members and its awarded vendors.
2. Region 10 ESC is committed to providing its members and awarded vendors with high quality service.
3. Region 10 ESC has dedicated staff available to answer questions, offer guidance and help in any way possible.

B. SCOPE

Region 10 ESC is seeking on behalf of itself and the EdTech Cooperative membership Early Childhood Software for students and teachers. This category includes, but is not limited to, any software that is specifically geared toward students from Pre-Kindergarten through third grade. Such software may seek to improve early childhood foundations and outcomes in general areas such as Social Emotional Learning (SEL) and general cognitive function, or in more specific subject areas such as math and language skills.

The scope of the EdTech Exchange Purchasing Cooperative is limited to online or computer-based products/solutions that enhance school operations, design and delivery of instruction, assessment/feedback, and/or data utilization. Additional services may be offered as a value add and may be accepted or rejected by Region 10 ESC at Region 10 ESC's sole discretion.

Proposed solutions will be judged based upon the Evaluation criteria listed in Section XXIII of these instructions, and questions pertaining to these criteria are presented in Appendix A: Questionnaire.

Region 10 ESC requires a description of the proposed products and services, as well as further details concerning evidence-based research, integrations, security, Service Level Agreements, etc. in the Questionnaire below.

All pricing must be entered into the Attachment A template provided. Products/lines submitted in that file will

be used to establish the extent of the Respondent's products, services, warranties, etc. that are available. All products and services offered under this contract must be priced or listed as free. Any products or services not listed.

Region 10 ESC requests pricing be submitted as not to exceed for any participating entity. Unlike fixed pricing, the awarded vendor can adjust submitted pricing lower if needed, but cannot exceed original pricing submitted for solicitation.

All pricing submitted must include the administrative fee rather than listing it as a separate cost or line item. Region 10 ESC reserves the right to reject any proposal that lists the administrative fee separately from the submitted pricing.

C. KEY DEFINITIONS

Days: means calendar days.

Procurement: means buying, purchasing, renting, leasing or otherwise acquiring any materials, services or construction. Procurement also includes all functions that pertain to the obtaining of any material, service, or construction, including description of requirements, selection and solicitation of sources, preparation and award of contract and all phases of contract administration.

Responsive Respondent: means a person, company, firm, corporation, partnership or other organization who submits a proposal which conforms in all material respects to the invitation for bids or request for proposals.

Solicitation: means an invitation for bids, a request for technical offers, a request for proposals, a request for quotations or any other solicitation or request by which we invite a person to participate in a procurement.

Specifications: means any description of physical or functional characteristics, or of the nature of a material, service or construction of item. Specifications may include a description or any requirement for inspecting, testing or preparing a material, service or construction item for delivery.

Vendor: means any provider or seller of goods and/or services that has a contractual relationship with Region 10 ESC.

D. GENERAL TERMS AND INSTRUCTIONS TO RESPONDENTS

SUBMISSION FORMAT AND COMMUNICATION

It is the responsibility of the vendor to make certain that the company submitting a proposal, along with appropriate contact information, is on file with Region 10 ESC for the purpose of receiving addenda.

- I. **Response Submission:** All responses must be submitted electronically as directed in the Bonfire procurement application. Scanned submissions are acceptable where PDF files are requested. Responses received outside the Bonfire procurement application will not be accepted.

Responses may be rejected for failure to comply with the requirements set forth in this invitation. Region 10 ESC reserves the right to accept or reject in part or in whole any proposals submitted, and to waive any

technicalities, and to make recommendations for awards in the best interest of the ESC and EdTech Exchange members. Respondents are responsible for making certain proposals are submitted in the Bonfire portal completed by the deadline. Region 10 ESC is not responsible for technical difficulties encountered when uploading the response and will not accept proposals or additions to received proposals after the specified deadline. All information submitted must be readable in the Bonfire application or Microsoft Excel in order to be considered.

Deviations from any terms, conditions and/or specifications must be conspicuously noted in writing by the Respondent and shall be included with the response. (See Appendix F, Doc #17).

II. Proposal Format: The electronic narrative portion and the materials presented in response to this Request for Proposal should be submitted in the same order as requested. Responses should be consolidated into one PDF file for the RFP response and one Excel file for the Pricing Attachment response. No links, embedded files, or alternative formats (such as Adobe Portfolio attachments) are allowed. Any information that is not readable in the Bonfire PDF viewer or in the Excel pricing file will not be considered by the evaluation committee.

III. Time for receiving proposals: Proposals received prior to the submittal deadline will be kept secure and unopened. No proposals received after the submittal time and deadline will be considered. Late proposals will be returned to sender unopened. Region 10 ESC reserves the right to postpone the date and time for the deadline of receipt of proposals through an addendum.

IV. Inquiries and/or discrepancies: Questions regarding this solicitation must be submitted in the Bonfire procurement application. All questions and answers will be posted to the Bonfire procurement application. Respondents are responsible for viewing the Bonfire procurement application to review all questions and

answers prior to submitting proposals. Please note that oral communications concerning this RFP shall not be binding and shall in no way excuse the responsive Respondent of the obligations set forth in this invitation.

V. Restricted and Prohibited Communications with Region 10 ESC: During the period between the date Region 10 ESC issues this RFP and the selection of the vendor who is awarded a contract by Region 10 ESC, if any, Respondents shall restrict all contact with Region 10 ESC, and direct all questions regarding this RFP, including questions regarding terms and conditions, only to the Bonfire procurement application in the specified manner. **Do not contact members of the Board of Directors, other employees of Region 10 ESC, or any of Region 10 ESC's agents or administrators. Contact with any of these prohibited individuals after issuance of this RFP and before selection is made, may result in disqualification of the Respondent.**

The communications prohibition shall terminate when the contract is recommended by the administration, considered by the Board of Directors at a noticed public meeting, and a contract has been awarded. In the event the Board of Directors refers the recommendation back to staff for reconsideration, the communications prohibition shall be re-imposed. Additionally, during the time period between the award by the Board of Directors and the execution of the contract, Respondents shall not engage in any prohibited communications as described in this section.

Prohibited communications include direct contact, discussion, or promotion of any Respondent's response with any member of Region 10 ESC's Board of Directors or employees except for communications with Region 10 ESC's designated representative as set forth in this RFP and only in the course of inquiries, briefings, interviews, or presentations. This prohibition is intended to create a level playing field for all potential Respondents, to assure that decisions are made in public, and to protect the integrity of the RFP process. Except as provided in the above stated exceptions, the following communications regarding a particular invitation for bids, requests for proposal, requests for qualifications, or other solicitation are prohibited:

Communications between a potential vendor, service provider, Respondent, offeror, lobbyist or consultant and any member of Region 10 ESC's Board of Directors;

Communications between any director and any member of a selection or evaluation committee; and Communications between any director and administrator or employee.

The communications prohibition shall not apply to the following:

1. Communications with Region 10 ESC's purchasing agent specifically named and authorized to conduct and receive such communications under this RFP or upon the request of Region 10 ESC, with Region 10 ESC's legal counsel; and
2. Presentations made to the Board of Directors during any duly noticed public meeting at which the solicitation is under consideration and the Vendor has been invited to present to the Board. Nothing contained herein shall prohibit any person or entity from publicly addressing Region 10 ESC's Board of Directors during any duly noticed public meeting, in accordance with applicable Board policies, on a matter other than this RFP, or in connection with a presentation requested by Region 10 ESC's representatives.

VI. **Addenda:** if required, will be issued by Region 10 ESC to all those known to have received a complete set of Proposal documents. The vendor shall acknowledge on the Signature Form the number of addenda received.

VII. **Calendar of events (subject to change):**

Event Date:

Issue RFP 4/13/2023

Deadline for questions 5/3/2023

Issue Addendum/a (if required) 5/4/2023

Proposal Due Date 5/11/2023

Approval from Region 10 ESC 6/21/2023

Contract Effective Date 8/1/2023

CONDITIONS OF SUBMITTING PROPOSALS

VIII. **Amendment of Proposal:** A proposal may be amended up to the time of opening by amending the proposal submitted in the Bonfire procurement application.

IX. **Withdrawal of proposals:** Withdrawal of proposals prior to the opening date will be permitted. Withdrawal of proposal will not be allowed for a period of 120 days following the opening. Pricing will remain firm for 120 days from submittal. However, consideration may be given in cases where Respondent advises that it made a clerical error that is substantially lower than it intended. In such case, Respondent must provide written notice of their desire to withdraw, along with supporting documents, within three (3) business days of receiving the acceptance letter. Any contracts entered into prior to Region 10 ESC receiving notice must be honored.

No Respondent should assume that their withdrawal request has been accepted unless, and until, they receive written acknowledgment and acceptance of their proposal withdrawal.

X. **Clarifications:** Region 10 ESC may, by written request, ask a Respondent for additional information or clarification after review of the proposals received for the sole purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the proposal. Clarification does not give Respondent an opportunity to revise or modify its proposal, except to the extent that correction of apparent clerical mistakes

results in a revision. Region 10 ESC will not assist Respondent in bringing its proposal up to the level of other proposals through discussions. Region 10 ESC will not indicate to Respondent a cost or price that it must meet to either obtain further consideration nor will it provide any information about other Respondents' proposals or prices.

XI. **Best and Final Offer:** Region 10 ESC, in its sole discretion, may request all Offerors in the competitive range to submit a Best and Final Offer. Offerors must submit their Best and Final Offers in writing. If an Offeror does not respond to the request for a Best and Final Offer, that Offeror's most recent prior offer will be considered to be its Best and Final Offer.

XII. **Specifications:** When a solicitation contains a specification that states no substitutions, no deviation from this requirement will be permitted. Respondent must comply with the true intent of the specifications and drawings and not take advantage of any unintentional error or omission. In cases where no type and kind of product is specified, Region 10 ESC specifications have been developed to indicate minimal standards as to the usage, materials, and contents based on the needs of the members.

References to manufacturer's specifications (Design Guides), when used by Region 10 ESC, are to be considered informative to give the Respondent information as to the general style, type and kind requested. Responses proposing goods, materials or equipment regularly produced by a reputable manufacturer shall be evaluated by Region 10 ESC which will, in its sole discretion, determine whether such proposed goods, materials or equipment are substantially equivalent to the Design Guides, considering quality, workmanship, economy of operation, and suitability for the purpose intended. Respondents should include all documentation required to

evaluate whether or not their proposed goods, materials or equipment are substantially equivalent to the Design Guides.

XIII. **Quality of Materials or Services:** Respondent shall state the brand name and number of the materials being provided. If none is indicated, then it is understood that the Respondent is quoting on the exact brand name and number specified or mentioned in the solicitation.

However, unless specifically stated otherwise and in accordance with purchasing laws and regulations, comparable substitutions will be permitted in cases where the material is equal to that specified, considering quality, workmanship, economy of operation and suitability for the purpose intended.

XIV. **Deviations and Exceptions:** Deviations or exceptions stipulated in response may result in disqualification. It is the intent of Region 10 ESC to award a manufacturer's complete line of products, when possible.

XV. **Change Orders:** The awarded vendor shall follow the requirements of all specifications and drawings as closely as construction will permit. Should existing conditions or limitations require a major change or rearrangement, the change shall be allowed only upon issuance by Region 10 ESC of a written change order. Participating agency and awarded vendor shall establish a procedure for identifying and approving changes to the work. Procedure shall include provisions for field change orders. Change orders shall be properly documented in writing.

XVI. **Manufacturer's Representative:** Respondents submitting proposals as a manufacturer's representative shall be able to supplement offer with a letter from the manufacturer certifying that Respondent is an actual dealer for that manufacturer and that the Respondent is authorized to submit a proposal for that product, and which guarantees that if the Respondent should fail to satisfactorily fulfill any obligations established as a result of the award of contract, the manufacturer will either assume the Respondent's obligations or arrange for fulfillment through another competent dealer to complete the balance of the project.

XVII. **Formation of Contract:** A response to this solicitation is an offer to contract with Region 10 ESC based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation does not become a contract until it is awarded by Region 10 ESC. A contract is formed when Region 10 ESC's board or designee signs the Vendor Contract Signature Form. The prospective vendor must submit a signed Vendor Signature Form with the response, thus eliminating the need for a formal signing process.

XVIII. **Estimated Quantities:** Region 10 ESC anticipates that a substantial number of participating members will enter into contracts resulting from this solicitation; however, Region 10 ESC makes no guarantee or commitment of any kind concerning quantities or usage of contracts resulting from this solicitation. The total annual volume for this contract category is estimated to be over \$1 million annually by year three (3) of the contract. This information is provided solely as an aid to contract vendors in preparing proposals only, and performance will be determined by other factors such as awarded supplier's competitiveness, and overall performance and support of the contract. The successful Vendor(s) discount and pricing schedule shall apply regardless of the volume of business under the contract.

XIX. **Multiple Awards:** Membership includes a large number of potential entities which may utilize this contract throughout the nation. In order to assure that any ensuing contract(s) will allow Region 10 ESC to fulfill current and future needs, Region 10 ESC reserves the right to award contract(s) to multiple vendors. The decision to award multiple contracts, award only one contract, or to make no awards rests solely with Region 10 ESC.

XX. **Non-Exclusive:** Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience and benefit of participating members. Region 10 ESC and participating entities reserve the right to obtain like goods and services from other sources.

AWARD PROCESS

XXI. **Award or rejection of proposals:** In accordance with applicable laws, rules, and regulations for public purchasing, award(s) will be made to the most responsive and responsible Respondent(s) whose proposal(s) is/are determined to be the best value and most advantageous to participating agencies, price and other factors considered. Region 10 ESC reserves the right to use a "Market Basket Survey" method, based on randomly selected criteria to determine the most responsible response. To qualify for evaluation, response must have been submitted on time, and satisfy all mandatory requirements identified in this document. Proposals that are materially non-responsive will be rejected and Region 10 ESC will provide notice of rejection to the Respondent.

XXII. **Evaluation Process:** In evaluating the responses the following predetermined criteria is considered:

- Pricing (30 Points)
- Alignment to Region 10 Mission (25 Points)
- Customer Training and Support (25 Points)
- Qualification and Experience (10 Points)
- Ease of Use (10 Points)

100 Total Possible Points

XXIII. **Competitive Range:** It may be necessary to establish a competitive range. Factors from the predetermined criteria will be used to make this determination. Responses not in the competitive range are unacceptable and do not receive further award consideration.

XXIV. **Evaluation:** A committee will review and evaluate all responses and make a recommendation for award of contract(s). The recommendation for contract awards will be based on the predetermined criteria factors

outlined in this solicitation, where each factor is assigned a point value based on its importance. Recommendation for award of a contract will be presented to the Region 10 ESC board of directors for final approval.

XXV. **Past Performance:** A vendor's performance and actions under previously awarded contracts regarding a vendor's actions under previously awarded contracts to schools, local, state, or federal agencies are relevant in determining whether or not the vendor is likely to provide quality goods and services to our members; including the administrative aspects of performance; the vendor's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the Respondent's businesslike concern for the interests of the customer.

PROTEST OF NON-AWARD

XXVI. **Protest Procedure:** Any protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm Central Time. No protest shall lie for a claim that the selected Vendor is not a responsible Respondent. Protests shall be filed with *Ms. Sue Hayes at Region 10 ESC, 400 E Spring Valley Rd, Richardson, TX 75081*. Protests shall follow Region 10 ESC complaint policy EF(LOCAL), a copy of which is available at <https://pol.tasb.org/Policy/Code/374?filter=EF>, and it must be on a form provided by Region 10 ESC, which will include the following:

1. Name, address and telephone number of protester
2. Original signature of protester or its representative
3. Identification of the solicitation by RFP number
4. Detailed statement of legal and factual grounds including copies of relevant documents; and the form of relief requested
5. Any protest review and action shall be considered final with no further formalities being considered.

NON-COLLUSION, EMPLOYMENT AND SERVICES

XXVII. **By signing the Offer and Acceptance form or other official contract form, the Respondent certifies that:**

1. It did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its offer; and
2. It does not discriminate against any employee, applicant for employment, or person to whom it provides services because of race, color, religion, sex, national origin, or disability and that it complies with all applicable federal, state, and local laws and executive orders regarding employment.

LIMITATION OF LIABILITY

XXVIII. **Waiver:** BY SUBMITTING A PROPOSAL, OFFER EXPRESSLY AGREES TO WAIVE ANY CLAIM IT HAS OR MAY HAVE AGAINST REGION 10 EDUCATION SERVICE CENTER, ITS DIRECTORS, OFFICERS, OR AGENTS AND THE MEMBERS ARISING OUT OF OR IN CONNECTION WITH (1) THE ADMINISTRATION, EVALUATION, RECOMMENDATION OF ANY PROPOSAL; (2) ANY REQUIREMENTS UNDER THE SOLICITATION, PROPOSAL PACKAGE, OR RELATED DOCUMENTS; (3) THE REJECTION OF ANY PROPOSAL OR ANY PART OF ANY PROPOSAL; AND/OR (4) THE AWARD OF A CONTRACT, IF ANY.

XXIX. REGION 10 ESC SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY COSTS INCURRED BY RESPONDENTS OR THE SELECTED VENDOR IN CONNECTION WITH RESPONDING TO THE RFP, PREPARING FOR ORAL PRESENTATIONS, PREPARING AND SUBMITTING A PROPOSAL, ENTERING OR NEGOTIATING THE TERMS OF A CONTRACT, OR ANY OTHER EXPENSES INCURRED BY A RESPONDENT. THE RESPONDENT OR SELECTED VENDOR IS WHOLLY RESPONSIBLE FOR ANY SUCH COSTS AND EXPENSES AND SHALL NOT BE REIMBURSED IN ANY MANNER BY

Appendix A: QUESTIONNAIRE

COMPANY PROFILE

Vendors may respond on separate pages if desired. Region 10 ESC requests that vendors keep the total proposal length (including the RFP pages)

1. What is your company's official registered name?

Khan Academy Inc.

2. Provide the main contact for questions and notifications regarding this RFP, including name, title, direct phone line, and email. Please note: notification of proposal results will be sent to this contact.

Zachary Portnoy
Head of Partnership at Khan Academy Kids
(480) 313-9464
zacharyportnoy@khanacademy.org

3. What is/are your corporate office location(s)?

1200 Villa Street, Suite 200
Mountain View CA, 94041

4. Please provide a brief history of your company, including the year it was established.

Khan Academy Kids was launched in 2018 and has been downloaded over 27 million times since then. On average, 1.8M children learn on Khan Academy Kids per month, spending an average of over 80 minutes per month in deep learning on the app. In July 2020, we rapidly built and released our first set of teacher tools to help teachers in preschools, Head Start programs and grades K-2 keep children learning through the pandemic. In July 2022, we launched our first offering for school districts with implementation support, professional learning, and a web dashboard for district and school administrators. Our small, stellar team of 15 designers, engineers, early childhood educators, and content creators can rapidly design, build, and release new product features and content. Khan Academy Kids was built on the technical platform and early childhood expertise of the Duck Duck Moose team, developed over eight years prior to joining Khan Academy in 2016.

Khan Academy Kids is a key part of Khan Academy and is supported by Khan Academy's learning science, fundraising, human resources, and marketing infrastructure. As a result, Khan Academy's world class engineering, product and content teams are able to fully focus on building the best possible product with the support of these supporting teams. Khan Academy has recently built its first school district product and is sharing its expertise in sales, marketing, professional learning and support with the Khan Academy Kids team.

5. What are your total annual sales for the last three (3) years? ~6M

6. Diversity program - Do you currently have a diversity program or any diversity partners that you do business with? If yes, please give a brief description of the program.

In 2020, we realized that we needed additional expertise and training for our own staff. We engaged Dr. Derrick Gay, a nationally and internationally experienced expert in DEIB work. Beginning with a multi-session program with our senior leadership and people managers, all Khan Academy staff undertook live professional development. In addition, Dr. Gay met with multiple staff including our Employee Resources Groups to undertake an overall assessment of Khan Academy's strengths and areas for development. As part of this assessment, it

became clear that we needed to hire a leader to help develop and drive this work. Our Director of Diversity, Equity, Inclusion, & Belonging, [Erica Coffey](#), recently joined Khan Academy in this new, critical role to carry on and expand this work. She is working across the organization to design a DEIB strategy for the organization including Khan Academy Kids.

7. Diversity Vendor Certification Participation - It is the policy of some entities participating in EdTech Exchange to involve minority and women business enterprises (M/WBE), small and/or disadvantaged business enterprises, disabled veterans business enterprises, historically utilized businesses (HUB) and other diversity recognized businesses in the purchase of goods and services. Respondents shall indicate below whether or not they hold certification in any of the classified areas and include proof of such certification with their response. Please provide any diversity certifications your company holds and list the certifying entity.

Pricing

Vendor's response to Attachment A – Pricing will be the primary content used to score pricing.

8. Does the respondent agree to offer all future product introductions at prices that are proportionate to contract pricing offered herein? Yes

9. Does pricing submitted include the required administrative fee as required in the Scope of this RFP? Yes

10. Define your standard terms of payment, including discounts for early payment if available.

1.1 Subscription Terms. The Classroom Service is offered to Customer on the terms set forth herein, for a term and price subject to certain renewal, cancellation, and other terms and conditions specific to the account (the "Account Terms"). When using the Classroom Service, you will also be subject to the [Khan Academy Kids Privacy Policy](#) ("**Privacy Policy**") and any posted guidelines, policies or rules applicable to specific features of the Classroom Service or use of the App, which may be posted from time to time (collectively the "**Guidelines**"). This TOS and the Guidelines form a legal contract between Customer and Khan Academy with respect to the Classroom Service and are referred to collectively as the "**Agreement**". Your Account Terms specify the scope of services provided, including by reference to the number of accounts included in your subscription. School User accounts will be counted upon activation, and may not be shared or transferred among students.

1.2 Term. The Subscription period will be for a one-year term commencing on August 1, 2023. The term service (August 1, 2023 - July 31, 2024) will be invoiced and paid at a subscription price of \$5.00 per student. Features developed during the 2023-24 school year will be provided at no additional cost.

1.3 Payment. Invoices for the second year of service will be issued on or about July 1, 2023 (or, if this Agreement executed after this date, then on or about the date of execution) . Customers may tender payment by wire transfer, check, or other methods at Khan Academy's discretion (contact us for details). Payment must be received by Khan Academy no later than 30 days after Khan Academy issues an invoice. If Khan Academy does not receive payment within 30 days, the invoice is past due and Khan Academy reserves the right to suspend access to the affected Customer account(s) and take collection action. Suspension of an account does not relieve the Customer of its obligation to pay for the Classroom Service for the full subscription period. Customer is responsible for paying all fees and applicable taxes, if any, associated with the Classroom Service, including any sales, use, or value added taxes.

Alignment to Region 10 Mission

11. Describe your software solution and how it is geared toward early childhood education. Please give a

general overview of your software’s functionality and features.

Khan Academy Kids is an application based learning program designed to prepare children ages 2-8 for educational success. Delivered as an app available on mobile devices, Khan Academy Kids offers standards-aligned lessons covering math, reading, writing, social-emotional learning, creative projects, and physical activities.

Khan Academy Kids

Inspire a lifetime of learning and discovery with our fun educational app for young children.



Content: Objective and comprehensive

Measures skills and development of 2- to 8-year-old children across literacy, math, and executive function.



Experience: Joyful and engaging

Five whimsical, charming characters—including narrator Kodi Bear—guide kids through activities and stories. Original interactive activities, books, and creative lessons captivate children’s attention. Easy for educators to administer and understand insights.



Usefulness: Timely, accessible progress monitoring

Generates data that is easily digestible and understandable to parents, teachers, school and district administrators. Allows teachers to tailor instruction and close gaps. Facilitates programmatic improvements.



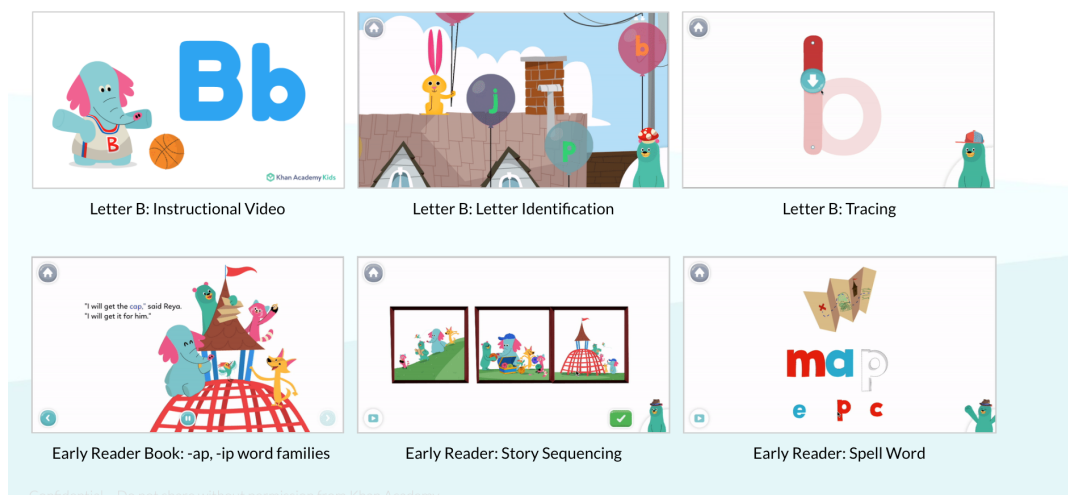
Scalability

Currently reaching 1.8M learners a month. Building formal partnership program for Head Starts, Preschools and K-2 Grades.

The app hones in on a child’s developmental level and structures a personalized learning path based on learning science, child development research, input from teachers and early learning experts, and feedback from families. This includes thousands of existing lessons that currently help children learn early literacy, math, social emotional learning, and executive function skills, through engaging interactive experiences that are guided by a cast of original characters inspired by animals from around the world. While children are exploring, learning, reading books, and playing, we capture data from student interactions with the system to assess their mastery of specific skills. Khan Academy Kids uses this data to personalize a student’s learning experience in the Learning Path and provide them with content that matches their skill level. Teachers and school and district administrators can monitor student progress and tailor learning through our reports in the app and web district dashboard.

The Khan Academy Kids platform includes over 3300 lessons that are aligned with HeadStart ELOF and Common Core State Standards. Each lesson can include some instructional material (e.g., instructional video, narrator character audio instructions and hints, book in a “Read-to-Me” mode or “Read by Myself” mode). In addition, each lesson includes several questions that can be assessed and scored. Our platform supports over 50 different types of questions that can be tailored by the content author (e.g., Drag, Sort, Tap, Tap X number of items, Multiple Choice, Tracing, Line Matching, Order Letters, Letter Boxes). Examples of question types are shown [here](#). Questions can be overlaid on videos or books, or presented as separate interactive activities. Content authors can define the audio instructions to be presented, audio hints, items to be used in the question, layouts, graphics, and multiple variables for each question type. Certain question types allow the content author to specify the number of attempts.

Early Literacy



Example Images of in app activities for early literacy

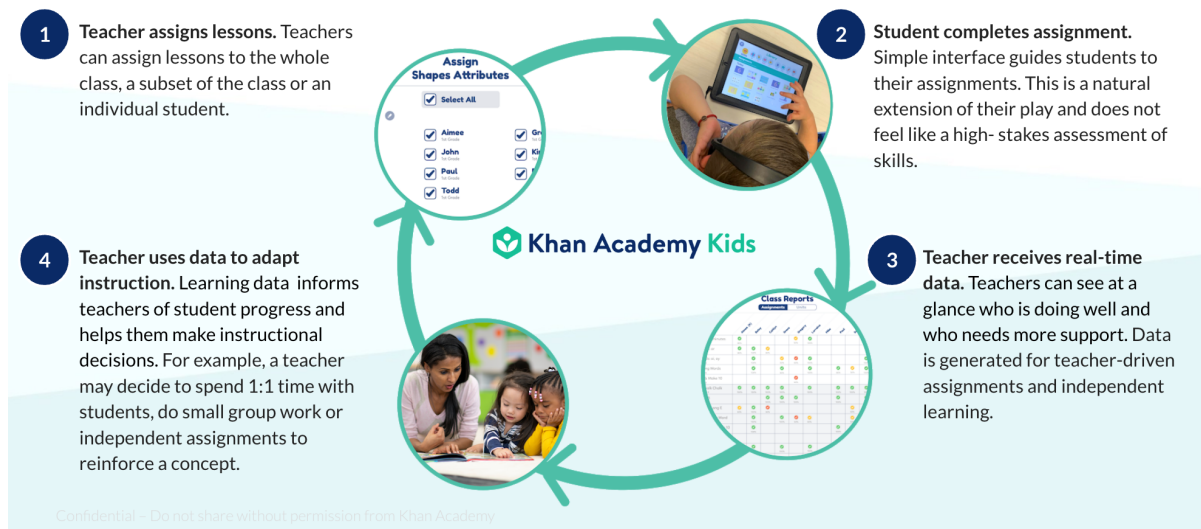
Students can access lessons from the Library or Learning Path in Khan Academy Kids. In the [Library](#), students can choose lessons and teachers can assign lessons for students to target specific skills or learning gaps. The [Learning Path](#) personalizes the learning experience for an individual child, and will rotate through lessons across the various domains (literacy, cognition, social emotional learning, approaches to learning and executive function). The Learning Path tailors the progression for each student depending on their skill level and performance on each lesson.



We have several versions of each lesson: a Main lesson, a few Practice lessons, and a Basic lesson. The Main lesson is the first lesson presented on a topic. Practice lessons provide additional opportunities for practice and reinforcement. Basic lessons provide additional scaffolding for students who are developing the skill. The Learning Path automatically routes students to the appropriate skill level based on previous performance.

Our reporting features allow for teachers, administrators, and districts to monitor student progress, activation, and engagement on our web dashboard or in the app making data instantly available. In addition to the reporting features built into Khan Academy Kids, teacher tools allow educators to make instructional moves directly from reports including assigning lessons to individual students, small groups, or whole classes in seconds.

Formative Assessment Loop in the Classroom



12. What tools does your software give educators and other stakeholders to track a student's progress, identify difficulties, and analyze results?

Khan Academy Kids supports teachers along with district and school administrators with our data dashboards. These robust, web-based tools will allow instructional leaders to support teachers who are using the Khan Kids mobile app, ensuring that students get the lessons and activities they need to grow their reading and math skills.

Data can be viewed for a given time period, and for most reports, administrators can drill down from the district level to view insights by grade, school, class, and individual student. Administrators can download these reports as a CSV file and save them for their records.

School and district administrators will have access to these reporting tools:

Activation- See who's started using Khan Kids

Usage- See how much time students are spending in the app

Lessons Completed- See how many lessons and assignments have been completed

Progress- See how much progress has been made towards grade-level mastery

Class Progress by Skill- See how students are performing on individual skills

Activation

See which classrooms have started using the Khan Kids app, and who might need more support. Activation data is available by district, school, grade, and teacher.

Activation

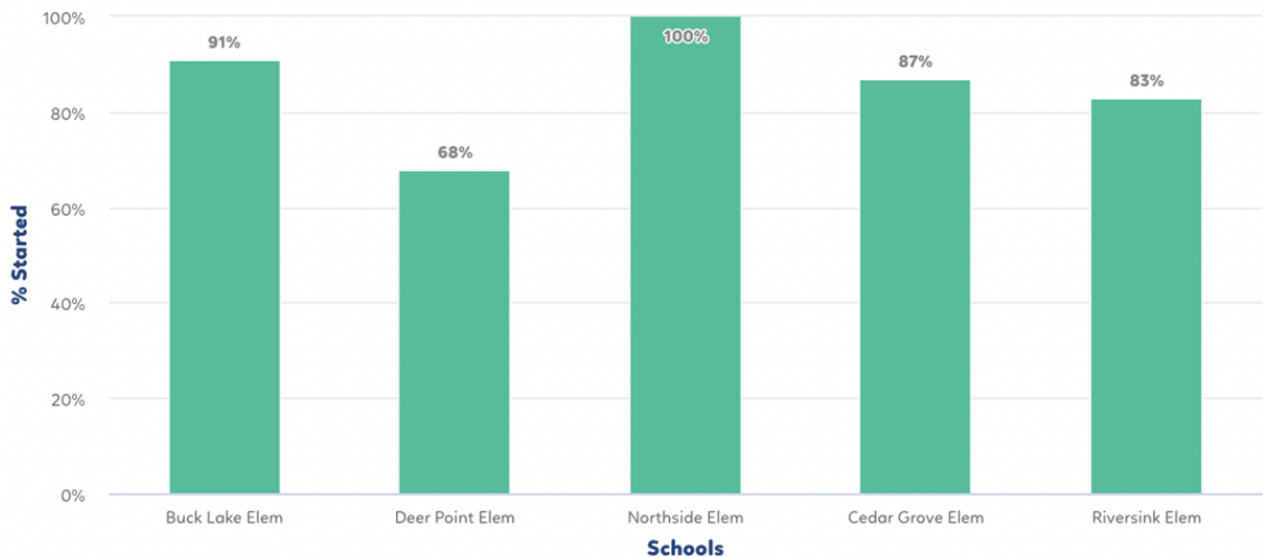
Time Period: schoolyear - 2021

Last Updated: 10/31/2021

District Overview

85% of Demo teachers have successfully started using Khan Academy Kids!

% of Teachers Who Have Started



For this example district, 100% of classrooms at Northside Elementary have started using the app with students. On the other hand, Only 68% of classrooms at Deer Point Elementary have started, indicating they need additional support getting started.

Usage

Get insight into how much time students are spending in the Khan Kids app within each subject area (e.g., Math, ELA). You can see total usage across the whole district, and then click into specific schools and classes to see how individual students are spending their time in the app. You'll be able to monitor usage within a given time period, and compare trends across schools, grades, and classes.

| Schools | Total Number of Students | % Active Students in Time Period | Total Time Spent (hours) | | | Average Time Spent per Active Student (hours) | | |
|----------------------------------|--------------------------|----------------------------------|--------------------------|--------------|--------------|---|-------------|-------------|
| | | | All | ELA | MAT | All | ELA | MAT |
| Buck Lake Elem | 257 | 92% | 1,934 | 993 | 691 | 8.16 | 4.19 | 2.91 |
| Cedar Grove Elem | 382 | 88% | 1,963 | 1,001 | 702 | 5.81 | 2.96 | 2.08 |
| Deer Point Elem | 392 | 68% | 1,449 | 738 | 516 | 5.37 | 2.73 | 1.91 |
| Northside Elem | 323 | 100% | 2,506 | 1,283 | 898 | 7.76 | 3.97 | 2.78 |
| Riversink Elem | 251 | 82% | 1,342 | 683 | 481 | 6.45 | 3.28 | 2.31 |
| District Total | 1,605 | 85% | 9,195 | 4,697 | 3,288 | 6.68 | 3.41 | 2.39 |

For this example district, 92% of students at Buck Lake Elementary used Khan Kids in the month of October. Each student at Buck Lake spent an average of about 4 hours in ELA and 3 hours in math over the course of the month.

Lessons Completed

Follow along as students practice key skills and complete lessons across subjects. Administrators will be able to see how many lessons have been completed with scores in the Beginning (<50%), Developing (50-79%), and Achieved (80%+) ranges. The Lessons Completed report also shows how many of these lessons were completed because they were assigned by a teacher, versus how many were completed via independent learning.

Lessons Completed

Time Period: schoolyear - 2021

Last Updated: 9/18/2022

District Overview

This school year Demo students have completed

50,563 lessons

in Khan Academy Kids!

Students scored:

Beginning in 16,986 lessons

Developing in 16,799 lessons

Achieved in 16,778 lessons

Months

Lessons Completed



Lessons Completed



For this example district, 33% of lessons scored in the "Achieved" range (80-100%); 34% of lessons scored in the "Developing" range (50-79%); and 33% of lessons scored in the "Beginning" range (0-50%).

[Download CSV](#)

| Schools | All Lessons | | | | Assignments | | Independent Work | |
|----------------------------------|-----------------|-------------|--------------|------------|-----------------|------------|------------------|------------|
| | Total Completed | % Beginning | % Developing | % Achieved | Total Completed | % Achieved | Total Completed | % Achieved |
| Buck Lake Elem | 10,495 | 34% | 33% | 33% | 5,250 | 33% | 5,245 | 33% |
| Cedar Grove Elem | 10,818 | 33% | 33% | 34% | 5,385 | 34% | 5,433 | 33% |
| Deer Point Elem | 8,163 | 33% | 33% | 33% | 4,060 | 33% | 4,103 | 34% |
| Northside Elem | 13,598 | 34% | 33% | 33% | 6,676 | 33% | 6,922 | 33% |
| Riversink Elem | 7,489 | 34% | 33% | 33% | 3,793 | 33% | 3,696 | 33% |
| District Total | 50,563 | 34% | 33% | 33% | 25,164 | 33% | 25,399 | 33% |

Detailed tables allow administrators to gain more insight into the data at the top of the report. Here,

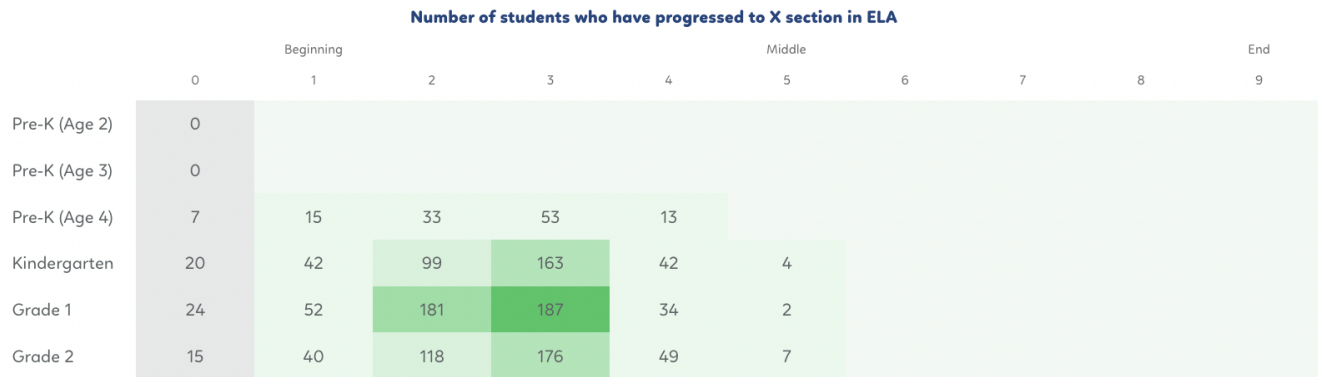
administrators can see how many lessons were completed as assignments, versus how many were completed via independent learning.

Progress

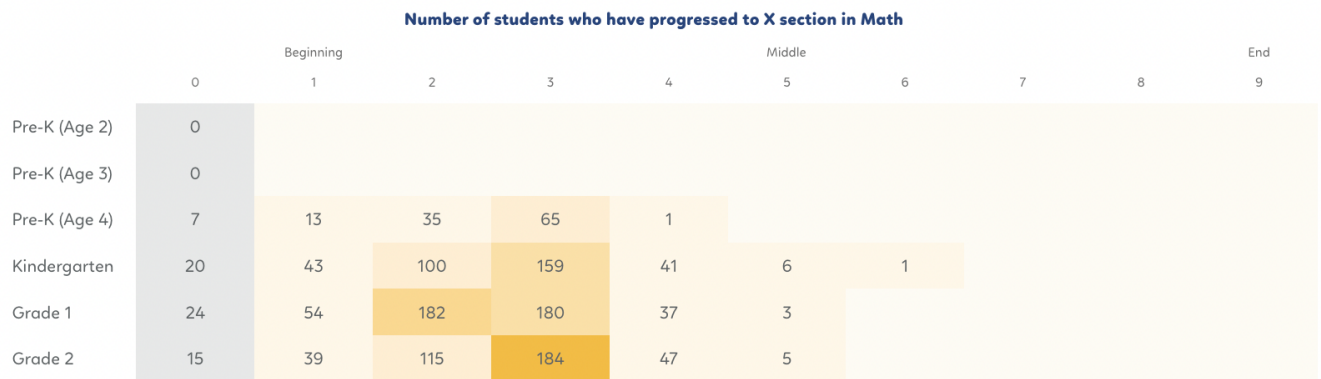
The Progress report allows you to see where learners are in their learning journey. Grade level skills for ELA and Math are broken out into 9 segments, to represent the 9 months of the school year, and learners are placed along the continuum to show how many skills they have mastered. This report will also give you insight into how many students are working above or below grade level so you can better tailor lessons and interventions.

The screenshot shows the 'Khan Academy Kids' interface. At the top, there are four tabs: 'Activation', 'Usage', 'Lessons Completed', and 'Progress', with 'Progress' being the active tab. Below the tabs, the word 'Progress' is displayed in a large, bold font. To the left of this title is a filter for 'Time Period: schoolyear - 2021'. To the right are two dropdown menus for 'School: All' and 'Grade: All'. Further right, it says 'Last Updated: 9/18/2022'. Below these filters is a section titled 'District Overview' which contains a dark blue box with white text stating: 'This school year Demo are progressing through ELA and Math lessons. Most students are in **Section 3 in ELA** and **Section 3 in Math**.'

English Language Arts



Math



For this example district, most 2nd grade students are in section 3 of ELA and section 3 of Math. If students started using Khan Academy Kids in September, then November roughly represents section 3. If an administrator is looking at this chart in the month of November, then most 2nd grade students are on track.

Class Progress by Skill

Access class-level data to see which skills students have mastered, and which they need more support with. This report is a great tool for instructional coaches working with individual teachers, or for school leaders who love to use data to guide lesson planning.

You will be able to look more deeply at the progress of a particular student or classroom. See exactly which skills have been mastered, and which need more targeted instruction and practice. Work with your instructional leaders and teachers to find best practices that are driving students towards mastery. This report can be filtered by individual students and is a great artifact when conducting parent conferences or making recommendations for interventions.



Class Report: All Progress



Assignments **All Progress**

Dates: All

Subjects: All

Students: All

| | Aimee (K) | Betsy | Caitlyn | Grace | Gregory | Lorraine | Mike | Paul | Sandy | Sara | Toadd |
|--|-----------|-------|---------|-------|---------|----------|------|------|-------|-------|-------|
| Grade 1: ELA | 15/60 | 60/60 | 4/60 | 3/60 | 2/60 | 52/60 | 0/60 | 8/60 | 3/60 | 10/60 | 0/60 |
| ▼ Reading Foundational Skills | 12/30 | 30/30 | 2/30 | 3/30 | 2/30 | 30/30 | 0/30 | 6/30 | 2/30 | 6/30 | 0/30 |
| Capitalization & Sentence Parts | 2/2 | 2/2 | 0/2 | 1/2 | 0/2 | 2/2 | 0/2 | 2/2 | 0/2 | 2/2 | 0/2 |
| ▼ Capitalization | 80% | 100% | 60% | 80% | 40% | 100% | | 80% | | 100% | |
| Main | 80% | 100% | 40% | 80% | 40% | 60% | | 80% | | 80% | |
| Practice 1 | 40% | | 60% | | 40% | 80% | | 60% | | 100% | |
| Practice 2 | 60% | | | | | 100% | | 80% | | | |
| Basic | | | | | | | | | | | |
| ▶ Sentence Parts | 80% | 100% | | 60% | 40% | 100% | | 100% | | 100% | |
| Short & Long Vowels | 2/6 | 6/6 | 1/6 | 2/6 | 1/6 | 6/6 | 0/6 | 1/6 | 0/6 | 2/6 | 0/6 |
| ▶ Vowels | 80% | 100% | 80% | 80% | 40% | 100% | | 80% | | 100% | |
| ▶ Short A, Long A | 40% | 100% | 60% | | | 80% | | 60% | | 100% | |
| ▶ Short E, Long E | 60% | 100% | 40% | | | 80% | | 40% | 60% | 60% | |
| ▶ Short I, Long I | 80% | 80% | | | 80% | 100% | | | | | |
| ▶ Short O, Long O | | 100% | | 80% | | 100% | | | | | |
| ▶ Short U, Long U | 60% | 100% | | | 40% | 80% | | | 60% | | |
| Final -e & Long Vowel Teams | 2/6 | 6/6 | 1/6 | 0/6 | 1/6 | 6/6 | 0/6 | 1/6 | 0/6 | 2/6 | 0/6 |
| ▶ The Magic E | 100% | 100% | 80% | 40% | 60% | 100% | | 80% | 40% | 80% | |
| ▶ Long A: ai, ay | 100% | 80% | | | 80% | 100% | | 40% | | | |

In addition to the district and admin level reporting, Khan Academy Kids supports teachers through our suite of teacher tools including actionable data reports that allow teachers to:

- Assign, edit, and preview lessons directly from the report
- See students' score history on each lesson
- See how far students have progressed on each domain
- Identify students who have not completed assignments
- Easily share individual student reports with parents

Class Report: Assignments

Class Report: Assignments

The Assignments Class Report shows student work from assignments.

Dates: All

Students: All

| | Aimee | Allison | Grace | Gregory | Lorraine | Mike | Paul | Sandy | Sara | Sophie | Todd |
|------------------------------------|--------|---------|--------|---------|----------|------|------|-------|------|--------|--------|
| Hear Syllables Yesterday | 90% | 10% | 80% | 75% | | 80% | | | | | |
| Blend Sounds 2 | 100% | | 100% | 5% | | 80% | | 100% | 50% | 85% | 85% |
| Count 1-4 Mon., May 3 | 80% | 95% | 100% | 75% | 85% | 80% | 5% | 15% | 100% | 30% | 0% |
| Count 5 Objects Sun., May 2 | 65% | 95% | 70% | 60% | 100% | 70% | 50% | 25% | 100% | 65% | 0% |
| Blend Syllables Sat., May 1 | 95% | 33% | 90% | 33% | | 60% | | | | | 45% |
| Make New Words Fri., Apr. 30 | 90% | | | | 45% | | | | | | 35% |
| Least to Greatest Thu., Apr. 29 | | | | | | 66% | | 95% | 100% | 45% | 45% |
| Count 7 Objects Wed., Apr. 28 | | | | | | 90% | | 0% | | 33% | |
| Uppercase Words Wed., Apr. 28 | Viewed | Viewed | Viewed | Viewed | Viewed | | | | | | Viewed |
| Rhyming Fri., Apr. 23 | 30% | | 80% | | | 80% | | | | | |
| Letters & Words Fri., Apr. 23 | 70% | 75% | | | 10% | 80% | 50% | 80% | 65% | 100% | |

Tap Name to view individual student assignments.

Tap to Assign, edit, or preview from here.

Grey box indicates that the assignment was not assigned to a student.

Tap Scores to view previous attempts by date.

Archived Assignments shown in grey for teacher. Not visible to students.

Long A: ai, ay

100%

80%

80%

100%

40%

Class Report: All Progress



Email

Assignments All Progress

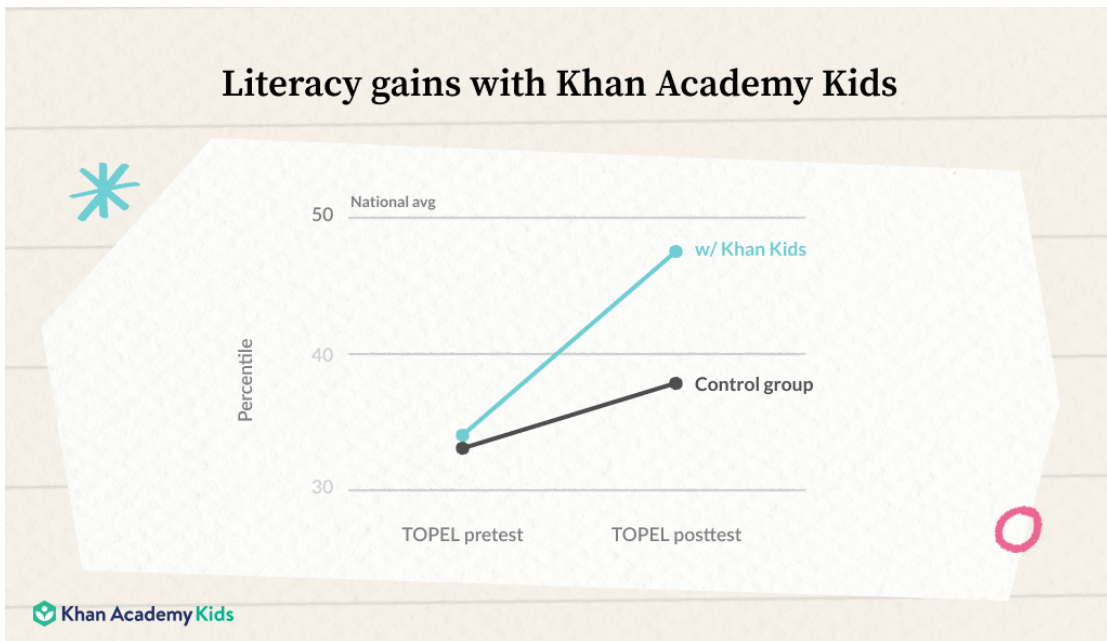
Subject: K: Math

Students: All

| | Aimee | Allison | Grace | Gregory | Lorraine | Mike | Paul | Sandy | Sara | Sophie | Todd |
|-----------------------------------|-------|---------|-------|---------|----------|--------|--------|--------|--------|--------|--------|
| Kindergarten: Math | 4/59 | 3/59 | 4/59 | 2/59 | 5/59 | 5/59 | 4/59 | 3/59 | 5/59 | 2/59 | 1/59 |
| Counting & Cardinality | 4/43 | 3/43 | 4/43 | 2/43 | 5/43 | 5/43 | 4/43 | 3/43 | 5/43 | 2/43 | 1/43 |
| Count to 4 | 1/1 | 1/1 | 1/1 | 1/1 | 1/1 | 1/1 | 1/1 | 1/1 | 1/1 | 0/1 | 0/1 |
| Count 1-4 | 80% | 95% | 100% | 100% | 85% | 80% | 100% | 80% | 100% | 35% | 50% |
| Main | 80% | 95% | 100% | 75% | 85% | 80% | 5% | 15% | 100% | 30% | 0% |
| Practice 1 | 80% | 66% | 65% | 66% | 90% | | 80% | 80% | 100% | | 0% |
| Practice 2 | 80% | 95% | 90% | 100% | 90% | 80% | 100% | 50% | 100% | 35% | 50% |
| Basic | | | | | | | 80% | | | 50% | 10% |
| Count to 5 | 2/4 | 2/4 | 1/4 | 1/4 | 1/4 | 2/4 | 3/4 | 1/4 | 3/4 | 2/4 | 1/4 |
| Tap & Count to 5 | | Viewed | | | | Viewed | Viewed | Viewed | Viewed | Viewed | Viewed |
| Count 5 Objects | 80% | 95% | 70% | 60% | 100% | 70% | 80% | 25% | 100% | 80% | 50% |
| Main | 65% | 95% | 70% | 60% | 100% | 70% | 50% | 25% | 100% | 65% | 0% |
| Practice 1 | 80% | 85% | 66% | 75% | 95% | 95% | 80% | 60% | 100% | 50% | 50% |
| Practice 2 | 80% | | 5% | 85% | 55% | | 80% | 50% | 100% | 80% | |
| Basic | 80% | 65% | 90% | 80% | 35% | | 50% | | | | 90% |
| Groups of 5 | 80% | | 100% | 100% | 66% | 80% | 80% | 0% | 80% | 70% | 50% |
| Main | | | 100% | 100% | 66% | 80% | 50% | 0% | 100% | | 20% |
| Practice 1 | | | | 100% | 66% | | 50% | | 100% | 30% | 50% |
| Practice 2 | 80% | | | | | | 80% | | 80% | 70% | |
| Basic | | | | | | | 50% | 50% | | | 50% |

13. Provide any studies or proven test cases that demonstrate how well your software achieves the goal of improving outcomes for early childhood students.

An [independent study](#) conducted by the University of Massachusetts Amherst found that preschoolers living in families with below average household income made significant gains in pre-literacy skills after using Khan Academy Kids. Before the study, the children’s pre-literacy skills were well below the national average. Over a 10-week period, the children were asked to use the Khan Academy Kids app for 20 minutes per day. At the end of the study, their overall scores on TOPEL (Test of Preschool Early Literacy) rose from an index score of 94 to 99 (a .72 effect size).



David H. Arnold, Mamatha Chary, Shannon L. Gair, Abigail F. Helm, Rachel Herman, Sungha Kang & Sanna Lokhandwala (2021) A randomized controlled trial of an educational app to improve preschoolers’ emergent literacy skills, *Journal of Children and Media*, DOI: [10.1080/17482798.2020.1863239](https://doi.org/10.1080/17482798.2020.1863239)

14. Describe any integrations your software can provide with other platforms such as learning platforms, student management systems, etc.

The Classroom Service is a premium, subscription-based service that is offered as a complement to Khan Academy Kids application and related online services (the “App”).

Access to the App and use of the standard features is provided free of charge. Through the Classroom Service, Khan Academy provides (i) support to facilitate set-up, management, and use of App accounts for use in the classroom including using Clever SecureSync

15. Describe the type of data your software collects and what security is in place to ensure that sensitive data is adequately protected and access to that data is tracked and controlled. Show how your company is compliant with COPPA, FERPA, and HIPAA, or explain why these standards do not apply to your software.

HIPAA does not apply as Vendor does not collect or otherwise process any ePHI in the provision of the services.

Vendor complies with FERPA and COPPA. Vendor collects limited data in the provision of the services for the creation and management of the user accounts and reporting to the Member (or participating entity). Vendor does not collect sensitive student data. For clarity, Vendor does not collect assessment, attendance, conduct, demographic, special indicators, or transcripts. FMI please see "School Use" of the Khan Academy Kids Privacy Policy (located at <https://www.khanacademy.org/kids/privacy-policy>.)

Customer Training and Support

16. Describe your company's Customer Service Department (hours of operation, number of service centers, etc.).

The Vendor Contract shall address this provision where Vendor seeks to clarify that it shall exercise commercially reasonable efforts to respond to support tickets in a timely fashion. Technical support is provided by Vendor's customer support team via its online help center.

17. Describe your company's implementation process for training customers on your solution.

For all partners meeting our 500 license minimum, Khan Academy Kids provides customized support from onboarding through renewal which is included in our listed price.

Dedicated relationship manager. Khan Academy Kids will provide a yearlong relationship manager who will help the District coordinate use of the Services. The role of the relationship manager is to assist the District in order to plan out training, analyze data, coordinate programmatic support, synthesize teacher feedback, provide product updates, and coordinate responses to the District's program needs as they arise throughout the school year. Relationship management is provided via scheduled monthly check-ins and on-demand email support

Priority technical support. Technical support for teachers and staff is provided by the Khan Academy Kids customer support team via our zendesk help center. All District teachers and staff will be tagged based on their district-provided email domain to receive top-tier priority technical support within the Khan Academy Kids help center.

- Once a contract is signed, our relationship manager partners with a district lead (often an IT specialist) to guide partners through accessing the app, ensuring that all devices are functional with Khan Academy Kids, supporting student rostering, and activating all paid features
- Continue to partner with district leaders to share best practices and resources, assess implementation, and problem-solve to best support students and teachers.
- Provide training and professional development for district administrators, technical support leads, implementation coaches, and classroom teachers. This training will be after teachers and students are rostered and before the start of school so that teachers can train in a real-world environment using their class roster. Additional training for teachers and administrators will be conducted after the start of the school year and will continue to be available as requested throughout the year.
- Provide ongoing technical and implementation support throughout the entire school year.
- Provide a comprehensive dashboard with Khan Academy Kids usage data and key usage trends for teachers and administrators
- Support partners to raise awareness of the opportunity to use Khan Academy Kids with marketing messaging and collateral.
- Participate in ongoing conversations with partners, on approximately a bimonthly basis throughout the year, to share data, analyze metrics of partnership success, discuss additional partnership steps and actions, and adapt to changes presented by partners.

18. Describe how your company provides ongoing support and training to customers for your solution.

The Services to be provided comprise access to the Khan Academy Kids district administrator reports, rostering support for schools and teachers, implementation support and priority technical support for teachers in the District, together with the professional development/training and other services specified in the customer contract or service order (“Agreement”).

Rostering: Khan Academy Kids will provide support for account creation and rostering through Clever SecureSync, which will allow you to make regular updates throughout the school year as students enter and leave the district, transfer schools, or switch teachers and/or class periods.

Professional development and training:

Khan Academy will provide professional development to help teachers and district staff strategically use and support Khan Academy Kids as a learning platform. The number of professional development sessions to be provided by the Khan Academy partnership manager will be set forth in the service order.

Supplemental sessions may be arranged upon request for an additional fee. This professional development may include differentiated training by experience level (beginner, intermediate, advanced). Your Khan Academy Kids relationship manager will work with you to select the professional development sessions to be provided from our available training modules. The timing of the sessions will be based on mutual agreement between the District and Khan Academy. A list of the Khan Academy professional development modules to be offered in the 2023-24 school year and customization options are set forth below, but customized training may be offered at the partner’s request.

The included number of Professional Development Sessions are based on number of students in partnership as follows:

- 500-7,999 students: Up to 5 virtual sessions
- 8,000-10,999 students: Up to 6 virtual sessions
- 11,000-13,999 students: Up to 7 virtual sessions
- 14,000-16,999 students: Up to 8 virtual sessions
- 17,000-19,999 students: Up to 9 virtual sessions
- 20,000-22,999 students: Up to 10 virtual sessions
- 23,000-25,999 students: Up to 11 virtual sessions
- 26,000 and above students: Up to 12 virtual sessions

Khan Academy Kids

Professional development menu 2023-24

A partnership with Khan Academy Kids includes between five and ten professional development sessions run by our team, depending on district size. Sessions in Section 4 (“For administrators & instructional coaches”) are really just meetings between you and your account manager, so they do not count as part of this total. Every session is customized, and all are designed with the goal of supporting educators as they use Khan Academy Kids with students. For the 2023-24 school year, all sessions will be delivered virtually.

Please use the following menu for the 2023-24 school year to determine which sessions best fit your needs. Before each session, we’ll meet with you to discuss customization options. [Click here](#) for an example of how to sequence these sessions.

Not seeing what you're looking for? Please email your contact at Khan Academy Kids, or reach out to us at khankidspartners@khanacademy.org to discuss how we can best support you.

Section 1. Getting started

- Guided setup
- Intro to Khan Academy Kids*
- Self-guided setup—*independent*

Section 3. Staying supported

- Technical troubleshooting
- Q&A + feedback



Section 2. Making the most of Khan Kids

- Beyond the basics
- Family engagement
- Alignment to pacing guide
- Diving into data

Section 4. For administrators & instructional coaches—meetings with your account manager

- Admin introduction*
- Train the trainer
- Intro to the District Dashboard*
- Interpreting data

Section 1. Getting started

We recommend that all teachers attend at least one session in Section 1 to make sure they've had an opportunity to download the app, create their account, and learn how to use the program.

Guided setup

(60 minutes, 20-300 attendees)

This session supports teachers through all steps of installation and account setup. Together, we'll download the Khan Academy Kids app and create a Class Account. Once everyone is on board, teachers can follow along as we show them how to browse for lessons, create assignments, and check student progress. Attendees will leave knowing how to access their Class Account and feeling confident using Khan Kids with students.

This session is best for:

- Teachers who have not used many tech resources in their classroom before.
- Teachers who haven't heard about Khan Kids and/or have not created a Class Account.
- Teachers who are busy and would like dedicated time to set up their account.

Intro to Khan Academy Kids

(45 minutes, 20-300 attendees)

This session briefly covers the steps for installation and account setup. Then, teachers can follow along as we show them how to browse for lessons, create assignments, and check student progress. Attendees will leave knowing how to access their Class Account and feeling confident using Khan Kids with students.

This session is best for:

- Teachers who are familiar with using tech resources in their classroom.
- Teachers who haven't heard about Khan Kids and/or have not created a Class Account.
- Teachers who have already set up their Class Account and would like to learn how to navigate their account, including rostering students, finding lessons, creating assignments, and viewing reports.

Self-guided setup**(2 hours of PD credit, available online)**

This is an online course that we offer through Khan Academy's website. The course will walk teachers through account setup and review the basic features of the app. There is a short quiz to check for understanding, and teachers earn a printable certificate upon completion of the course.

This session is best for:

- Teachers who are familiar with using tech resources in their classroom.
- Teachers who prefer to get started on their own time rather than attend a session live.
- Teachers who are looking for opportunities to fulfill their PD requirement, even if they are not brand-new to Khan Academy Kids.

Section 2. Making the most of Khan Kids

We recommend offering teachers at least one session from Section 2 as a way to optimize usage of the Khan Academy Kids program, at least two months after account setup is complete.

Beyond the basics

(45 minutes)

This session empowers teachers to use Khan Academy Kids to its fullest extent and offers ideas for using the app with students. We will explore settings in the app that will make it easier and faster to navigate, and we'll also learn more about the [adaptive learning path](#) and our [in-depth progress reports](#). Lastly, we will discuss different ways that our current partner teachers use Khan Kids in the classroom.

This session is best for:

- Teachers who have already downloaded the Khan Academy Kids mobile app and created their Class Account, but have not spent a lot of time in the app.
- Teachers who are familiar with using tech resources in their classroom.
- Teachers who are excited to learn more about the features included in Khan Kids and would find it helpful to think about concrete ways to incorporate the program in their daily routine.

Family engagement

(45 minutes)

This session focuses on using the full Khan Academy Kids program for family engagement. We find this session is most successful when we've collaborated with administrators to learn what family engagement currently looks like. This allows us to make recommendations that are easy to implement, and ones that supplement the existing elements of family engagement at your district. We also cover the following: how to help families join the Class Account, how to send assignments, and how to encourage use of the Learning Path at home while monitoring progress. This is a great opportunity to provide teachers with resources outside of the Khan Academy Kids app, like our printable activities, educational videos, and activity calendars that can be used over breaks from school.

This session is best for:

- Teachers who want to strengthen family involvement with student learning, and would be interested in learning how Khan Academy Kids connects parents with in-class learning, offers differentiated practice at home, and ensures that all families have access to books and learning resources at home.
- Teachers who would prefer to limit the amount of class time that's devoted to using tech resources, but would still like to use Khan Academy Kids.

Alignment to pacing guide

(45 minutes)

Before this session, we like to work with a curriculum specialist or instructional coaches who can show us the district's pacing guide, and provide some guidance on how they'd like teachers to use the app (e.g., strong focus on foundational literacy). This allows us to direct teachers to certain areas of the Khan Academy Kids app that cover the desired skills, and show them how to find targeted lessons for the rest of the school year. We like providing work time for teachers to schedule assignments in advance that align with the skills and timing laid out in their pacing guide. We're also happy to touch on how to read Class Reports, and point out some tips & tricks for using the app.

This session is best for:

- Teachers who would like to use Khan Academy Kids to support the skills they're covering in class.
- Teachers who have started using the app, but haven't had a chance to use the assignment feature very much.
- Teachers who would like to have dedicated time to assign lessons in advance to eliminate future prep work.

Diving into data

(45 minutes)

This session will take teachers through the three different types of reports that are available in the app. We'll show teachers all of the ins and outs, and we'll show how the reports can be used to make instructional decisions. We recommend scheduling a session like this after teachers and students have been using the app for at least two months, so that the reports are populated with data.

This session is best for:

- Teachers who have been using the Khan Academy Kids app consistently with students for about two months, even if they haven't been using it to assign lessons.
- Teachers who are using Khan Academy Kids as part of their grading system, and/or in alignment with their math or literacy pacing guides.

Section 3. Staying supported

We recommend using these sessions on an as-needed basis. If there are significant technical issues at your district, we recommend setting up a dedicated session to achieve a resolution. Otherwise, we find it valuable to dedicate time to a detailed look at our Class Reports, or a general Q&A session, which includes time to give our team feedback.

Technical troubleshooting

(45 minutes)

This session has an open-ended agenda, because it's all about ironing out any technical issues that may have come up while using the Khan Academy Kids app. We don't want technical issues to be a barrier to making good use of the program, and we find it most effective to hop on a call, share our screens, and get back to a functional state. This session can be conducted with all teachers or a small group, depending on the nature of the technical issue.

Separately, your partnership includes implementation support. A member of our team is always available to connect with an IT administrator to address any technical issues that may be affecting teachers or students district-wide. IT administrator at your district and a member of our team.

This session is best for:

- Schools or districts who are experiencing technical difficulties with the Khan Academy Kids. This could be a specific technical issue, or it could be a general point of confusion about the app (e.g., using Class Codes to sign in, using Clever to sign in).

Q&A + Feedback

(45 minutes, 20-300 attendees)

This session doesn't just help you and your teachers—it helps our team too! With an open-ended agenda, our team can answer any questions that teachers or administrators might have about the program. And while we're at it, our team would love to get some feedback from you. We're always making improvements to our program, and we strive to make sure any changes are centered around our users.

This session is best for:

- Teachers who feel confident with their use of the Khan Academy Kids app but would like to learn more.
- Teachers who have feedback for our team.
- Teachers who do not need the additional support outlined in the other session descriptions and would be willing to share their thoughts about how we can improve Khan Academy Kids.

Section 4. For administrators & instructional coaches

Sessions in this section are excluded from the total number of sessions for your district. We are happy to facilitate all four of these sessions for administrators over the course of the school year. We recommend setting up times for “Admin introduction” and “Intro to the data dashboard” at a minimum.

Admin introduction

(45 minutes)

Gather key administrators for an overview of the Khan Academy Kids program. We'll explain who we are, what we do, and the benefits of our program. We'll also cover different ways that administrators and teachers have implemented Khan Academy Kids. We love having curriculum leads, instructional designers, and coaches at this session so that they can work together to support teachers and students.

This session is best for:

- Key administrators who are new to Khan Academy Kids and will be supporting teachers over the course of the school year.

Train the trainer

(60 minutes)

This session should be reserved for administrators who are planning on conducting their own professional development sessions. Our team will provide you with slide decks and facilitator guides so that you're all set up and ready to go.

This session is best for:

- Administrators that are supporting a large network of educational campuses, especially if these campuses have a wide variety of tech setups and different educational goals.

Intro to the District Dashboard

(45 minutes)

We recommend that at least one district administrator attend this session so that there is a point person for accessing and monitoring these reports. We'll show you how to access your district dashboard and give you a full walkthrough of each report, pointing out key data insights along the way.

This session is best for:

- An administrator who is responsible for usage data and/or students' academic progress.

Interpreting Data

(45 minutes)

Once students have been using the Khan Academy Kids app for at least two months or so, a member from our team will walk you through each report now that they are populated with data. We'll provide an analysis of each report, highlighting areas of strength and offering strategies for improvement. We can meet with a group of administrators, or we can set up a 1:1 meeting between a district administrator and your Khan Kids account manager.

This session is best for:

- An administrator who is responsible for usage data and/or students' academic progress.
- A group of administrators who are supporting teachers and students as they use Khan Academy Kids.

Example for sequencing PD sessions & admin meetings

| Admin meetings (unlimited) | | | |
|--|--|---|---|
| July - Overview of Khan Kids | September - Intro to District Dashboard | November - Interpreting data | February - Interpreting data, part 2 |
| Topic: <i>Admin introduction</i> | Topic: <i>Intro to District Dashboard</i> | Topic: <i>Interpreting data</i> | Topic: <i>Interpreting data, part 2</i> |
| Suggested timing: <i>Before teachers create accounts</i> <i>(e.g., July)</i> | Suggested timing: <i>Within the first few weeks of getting started</i> <i>(e.g., September)</i> | Suggested timing: <i>About 2 months after consistent usage of the Khan Kids app</i> <i>(e.g., November)</i> | Suggested timing: <i>After a semester of consistent usage of Khan Kids app</i> <i>(e.g., February)</i> |
| Short description: <i>Key administrators see an overview of the program so they can best support teachers.</i> | Short description: <i>Administrators receive a walkthrough of the online dashboard so they know how to access and read the four reports.</i> | Short description: <i>Your account manager walks through each report, highlighting areas of strength and identifying opportunities for improvement.</i> | Short description: <i>Your account manager walks through each report, highlighting areas of strength and identifying opportunities for improvement.</i> |

| Teacher sessions (Choose five or ten, depending on district size) | | | |
|--|--|--|---|
| August - Intro to Khan Kids | October - Alignment to pacing guide | October - Family engagement (optional) | January - Diving into data |
| Session title: <i>Intro to Khan Kids</i> <i>1 session for all teachers</i> | Session title: <i>Alignment to pacing guide</i> <i>1 session for PreK & K</i> <i>1 session for 1st & 2nd gr.</i> | Session title: <i>Family engagement</i> <i>1 optional session for all teachers</i> | Session title: <i>Diving into data</i> <i>1 session for all teachers</i> |
| Suggested timing: <i>Soon after teachers have heard about Khan Kids</i> <i>(e.g., August)</i> | Suggested timing: <i>About 2 months after using Khan Kids with students</i> <i>(e.g., October)</i> | Suggested timing: <i>About 2 months after using Khan Kids with students</i> <i>(e.g., October)</i> | Suggested timing: <i>About 4 months after using Khan Kids with students</i> <i>(e.g., January)</i> |
| Short description: <i>Teachers receive an overview of the program and a walkthrough of the features.</i> | Short description: <i>Teachers use their math or literacy pacing guide to schedule aligned assignments in advance.</i> | Short description: <i>Teachers learn about ways Khan Academy Kids can be used to increase family engagement.</i> | Short description: <i>Teachers look at student data to inform their next instructional moves and adjust their use of the app.</i> |

19. What is the guaranteed uptime for your software solution? 99.9%

20. What compensation is available to customers in your SLA if uptimes are not met?

Khan Academy warrants, during the Term, that the Classroom Service delivered by Khan Academy, when used in accordance with the terms of this Agreement, will substantially perform in accordance with the Classroom Service Documentation made available to Customer by Khan Academy. "**Documentation**" means the description of services set forth in Customer's agreement, including technical specifications, but excludes any marketing materials or brochures. If the Classroom Service is not provided as indicated in the Documentation, and Customer has provided written notice of the non-conformity to Khan Academy within thirty (30) days of discovery of such non-conformity, Khan Academy shall at its option (i) rectify the non-conformity; (ii) replace the applicable product or service with a system of substantially the same functionality that conforms to the Documentation; or (iii) terminate this Agreement with respect to the non-conforming Classroom Service and provide Customer a refund representing the portion of any fees previously paid for the unused portion of the terminated Classroom Service measured from the effective date of termination. The foregoing warranty specifically excludes defects in or non-conformance of the Classroom Service resulting from (a) use of the Classroom Service or App in a manner not in accordance with the Documentation, this TOS or the Khan Academy TOS ; (b) faults or liabilities disclaimed pursuant to the this TOS or the Khan Academy TOS; (c) improper or inadequate maintenance of Customer's own computers, computer networks, operating environment, security programs, and internet connections; or (d) abuse of the Classroom Service or App.

21. Provide the time windows and levels of service for both normal and emergency support provided in your SLA.

The Vendor Contract shall address this provision where Vendor seeks to clarify that it shall exercise commercially reasonable efforts to respond to support tickets in a timely fashion. Technical support is provided by Vendor's customer support team via its online help center. Average response time during normal business hours (9-5 pm PT) is less than 24 hours.

Qualifications and Experience

22. Please provide contact information and resumes for the person(s) who will be responsible for the following areas.

Executive Contact

Contact Person: Caroline Hu Flexer

Title: CEO and Co Founder

Phone: (650) 799 1118

Email: carolineflexer@khanacademy.org

Account Manager / Sales Lead

Contact Person: Zachary Portnoy

Title: Head of Partnerships

Phone: (480) 313 9464

Email: zacharyportnoy@khanacademy.org

Contract Management (if different than the Sales Lead)

Contact Person: _____

Title: _____

Phone: _____

Email: _____

Billing & Reporting/Accounts Payable

Contact Person: Accounts Receivable

Title: Accounts Receivable

Phone: (415-309-6851)

Email: invoice@khanacademy.org

Marketing

Contact Person: Allison Leedie

Title: Senior Manager, Marketing

Phone: (713) 898 8218

Email: allisonleedie@khanacademy.org

23. Provide a minimum of three (3) K-12 education customer references for products and/or services of similar scope dating within the past 3 years. Higher Education references are also acceptable, but not preferred. Provide the following information for each reference:

Entity Name: Hanford Elementary School District

Contact Name and Title: Peggy Noble; Curriculum, Instruction, & Professional Development Specialist, Math/Science

City and State: Hanford, CA

Phone Number: 559-585-3681 (ext. 3681)

Years Served: 3

Description of Services: Khan Academy student licenses, teacher professional learning, implementation support and priority technical support, personalized data reporting

Annual Volume: 1,450 student licenses

Entity Name: Kamehameha Schools

Contact Name and Title: Wendy Oliver; Senior Instructional Technology Specialist

City and State: Honolulu, HI

Phone Number: (808) 534-8080

Years Served: 3

Description of Services: Khan Academy student licenses, teacher professional learning, implementation support and priority technical support, personalized data reporting

Annual Volume: 1,086 students

Entity Name: Acelero Learning

Contact Name and Title: Alex Smith; Senior Vice President of Learning

City and State: NYC, NY

Phone Number: (801) 866-7064

Years Served: 3

Description of Services: Khan Academy student licenses, teacher professional learning, implementation support and priority technical support, personalized data reporting

Annual Volume: 1,300 students

24. List all cooperative and/or government group purchasing organizations of which your company is currently a member below. For each cooperative, list your contract number. N/A

25. Describe your company's implementation and success with existing cooperative purchasing programs, if any, and provide the cooperative's name(s), contact person(s) and contact information as reference(s).
N/A

26. Provide information regarding whether your firm, either presently or in the past, has been involved in any litigation, bankruptcy, or reorganization. N/A

27. Felony Conviction Notice – Please check applicable box:

- A publicly held corporation; therefore, this reporting requirement is not applicable
 - Is not owned or operated by anyone who has been convicted of a felony.
 - Is owned or operated by the following individual(s) who has/have been convicted of a felony.
- *If the 3rd box is checked a detailed explanation of the names and convictions must be attached.

Ease of Use

28. Please provide log-in information for a sample account for the evaluation team to use to evaluate the ease of use of your proposed solution and/or a link to a video demonstrating your product's ease-of-use. Video submissions may not be longer than 10 minutes long.

[Intro Video](#)

[Testimonial Video](#)

App download links: Must be downloaded on a tablet or phone

[IOS:](#)

[Android](#)

App Login

- Username: aimee@khanacademy.org
- Password: 1111

Web dashboard demo account: <https://v50-demo.khanacademykids.org/#/welcome>

Credentials: no credentials are needed, simply click login with email and you will be brought to the dashboard

Value Add

Please include any additional products and/or services not included in the scope of the solicitation that you

think will enhance and/or add value to this contract participating agencies. Please note, only products and services that are priced in Attachment A will be considered for inclusion in this contract.

Khan Academy Kids is available for free to parents. We support our district partners in equipping their families with the tools to continue learning at home and on the go.

Khan Academy Kids

Inspire a lifetime of learning and discovery with our free, fun educational mobile app for kids ages 2 to 8. Thousands of activities spanning a full curriculum help kids start school strong.



Download today and let the joyful learning begin!
www.khankids.org



Benefits



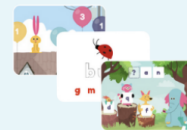
Fun learning app for kids ages 2-8



Award winning



No ads and no subscriptions



Thousands of activities covering expansive curriculum

Available on



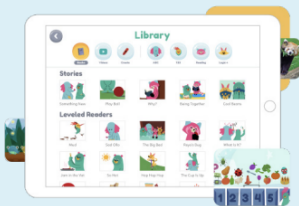
In addition to our primary offerings, we provide seasonal activities to support schools and families such as our Camp Khan Kids program which is free for all.

Khan Academy Kids

Khan Academy Kids is a free mobile app designed for students in preschool through 2nd grade. Kodi and her friends teach fun lessons and activities perfect to keep kids learning during the summer break. Families, [download Khan Academy Kids](#) today to help your child get ready for the next school year.



Make Summer Learning Fun!



Focus on the whole child

Children learn subjects like reading, math, and language while also building social-emotional skills and creativity.



Camp Khan Kids

Keep kids learning over the summer by participating in our virtual summer camp! You'll get weekly emails packed with activities. Register at: khan.co/campsignup2021



Adapt to each learner

The app's personalized learning path changes as the child grows - getting harder when they need a challenge, and easier when they need more help.

Download the App



www.khankids.org



Appendix B: PRICING

Pricing Attachment

All pricing must be entered into the Excel template provided in the Bonfire portal for this RFP. Products/lines completed will be used to establish the extent of the Respondents product lines, services, warranties, etc. that are available. All services offered under this contract must be priced or listed as free in order to be made available under the contract.

Khan Academy Kids is \$5 per student and additional professional learning sessions may be purchased for

Not to Exceed Pricing

Region 10 ESC requests pricing be submitted as not to exceed for any participating entity. ➤ Unlike fixed pricing the awarded vendor can adjust submitted pricing lower if needed but cannot exceed original pricing submitted for solicitation.

➤ Vendor must allow for lower pricing to be available for similar product and service purchases.

Other Discounts or Enhanced Pricing

Respondents should list any additional rebates, discounts off list, delivery size incentives or other price discounts not already provided. Respondents are encouraged to offer additional discounts for one-time delivery of large single orders to participating public agencies. Participating public agencies should seek to negotiate additional price concessions based on quantity purchases of any products offered under the Contract.

Other Restrictions and Fees

Please provide any other relevant information, fees or restrictions for Purchasing Group Members to receive pricing or value under this contract, such as minimum order sizes, restocking fees, and/or any other relevant fee or restriction associated with this contract. Fees or restrictions not listed will not be allowed under this contract.

The minimum order size for Khan Academy Kids is 500 student licenses or \$2,500 and requires full class participation (note, full school or district adoption is not required if the minimum is met

Appendix C: VENDOR CONTRACT AND SIGNATURE FORM

This Vendor Contract and Signature Form ("Contract") is made as of 5/10/23, by and between (Khan Academy Inc. and Region 10 Education Service Center ("Region 10 ESC")) for the purchase of Early Childhood Software ("the products and services").

RECITALS

WHEREAS, both parties agree and understand that the following pages will constitute the contract between the successful vendor(s) and Region 10 ESC, having its principal place of business at 400 E. Spring Valley Rd., Richardson, TX 75081.

WHEREAS, Vendor agrees to include, in writing, any required exceptions or deviations from these terms, conditions, and specifications; and it is further understood that, if agreed to by Region 10 ESC, said exceptions or deviations will be incorporated into the final contract "Vendor Contract."

WHEREAS, this contract consists of the provisions set forth below, including provisions of all attachments

referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth below shall control.

WHEREAS, the Vendor Contract will provide that any state, county, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution (including community colleges, colleges and universities, both public and private), other government agencies or non-profit organization may purchase products and services at prices indicated in the Vendor Contract upon registering and becoming a member with EdTech Exchange Coop.

1. ARTICLE 1- GENERAL TERMS AND CONDITIONS

1.1. Awarded vendor shall perform all duties, responsibilities and obligations as set forth in this agreement, and required under the Vendor Contract.

1.2. Region 10 ESC shall perform its duties, responsibilities and obligations as set forth in this agreement, and required under the Vendor Contract.

1.3. Purchasing Procedure:

- Purchase orders are issued by participating governmental agencies to the awarded vendor indicating on the PO "Per EdTech Exchange Coop Contract # XXXXXXXX."
- Vendor delivers goods/services directly to the participating agency.
- Awarded vendor invoices the participating agency directly.
- Awarded vendor receives payment directly from the participating agency.
- Awarded vendor reports sales quarterly to EdTech Exchange Coop.

1.4. Customer Support: The vendor shall provide timely and accurate technical advice and sales support to Region 10 ESC staff and participating agencies. The vendor shall respond to such requests within one (1) working day after receipt of the request.

2. ARTICLE 2- ANTICIPATED TERM OF AGREEMENT

2.1. The term of the Contract shall commence upon award and shall remain in effect for a period of one (1) year, unless terminated, canceled, or extended as otherwise provided herein. The Contractor agrees that Region 10 ESC shall have the right, at its sole option, to renew the Contract for four (4) additional one-year periods or portions thereof. In the event that Region 10 ESC exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the possible exception of price and minor scope additions and/or deletions.

2.2. Renewal will take place automatically each year unless Region 10 ESC gives written notice to the awarded supplier at least ninety (90) days prior to the expiration.

3. ARTICLE 3- REPRESENTATIONS AND COVENANTS

3.1. Scope: This contract is based on the need to provide the economic benefits of volume purchasing and reduction in administrative costs through cooperative purchasing to schools and other members. Although contractors may restrict sales to certain public units (for example, state agencies or local government units), any contract that prohibits sales from being made to public school districts may not be considered. Sales without restriction to any Members are preferred. These types of contracts are commonly referred to as being "piggybackable".

3.2. Compliance: Master Interlocal Agreements between Region 10 ESC and its Members have been

established under state procurement law.

3.3. Offeror's Promise: Offeror agrees all prices, terms, warranties, and benefits granted by Offeror to Members through this contract are comparable to or better than the equivalent terms offered by Offeror to any present customer meeting the same qualifications or requirements.

4. ARTICLE 4- FORMATION OF CONTRACT

4.1. Offeror Contract Documents: Region 10 ESC will review proposed offeror contract documents. Vendor's contract document shall not become part of Region 10 ESC's contract with vendor unless and until an authorized representative of Region 10 ESC reviews and approves it.

4.2. Form of Contract: The form of contract for this solicitation shall be the Request for Proposal, the awarded proposal(s) and best and final offer(s), this Partnership Agreement, and properly issued and reviewed purchase orders referencing the requirements of the Request for Proposals. If a firm submitting an offer requires Region 10 ESC and/or Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal.

4.3. Entire Agreement (Parol evidence): The contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.

4.4. Assignment of Contract: No assignment of contract may be made without the prior written approval of Region 10 ESC. Purchase orders and payment can only be made to awarded vendor unless otherwise approved by Region 10 ESC. Awarded vendor is required to notify Region 10 ESC when any material change in operations is made that may adversely affect members (i.e. bankruptcy, change of ownership, merger, etc.).

4.5. Novation: If contractor sells or transfers all assets or the entire portion of the assets used to perform this contract, a successor in interest must guarantee to perform all obligations under this contract. Region 10 ESC reserves the right to accept or reject any new party. A simple change of name agreement will not change the contractual obligations of contractor.

4.6. Contract Alterations: No alterations to the terms of this contract shall be valid or binding unless authorized and signed by a Region 10 ESC staff member.

4.7. Order of Precedence: In the event of a conflict in the provisions of the contract as accepted by Region 10 ESC, the following order of precedence shall prevail:

- Special terms and conditions
- General terms and conditions
- Specifications and scope of work
- Attachments and exhibits
- Documents referenced or included in the solicitation

4.8. Supplemental Agreements: The entity participating in the Region 10 ESC contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor. Neither Region 10 ESC, its agents, members and employees shall be made party to any claim for breach of such agreement.

4.9. Adding authorized distributors/dealers: Awarded vendors are prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their

proposal, to sell under their contract award without notification and prior written approval from Region 10 ESC. Awarded vendors must notify Region 10 ESC each time it wishes to add an authorized distributor or dealer. Purchase orders and payment can only be made to awarded vendor unless otherwise approved by Region 10 ESC. Pricing provided to members by added distributors or dealers must also be less than or equal to the pricing offered by the awarded contract holder, unless otherwise approved by Region 10 ESC.

5. ARTICLE 5- TERMINATION OF CONTRACT

5.1 **Cancellation for cause:** If, for any reason, the Vendor fails to fulfill its obligation in a timely manner, or if the vendor violates any of the covenants, agreements, or stipulations of this contract, Region 10 ESC reserves the right to terminate the contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the vendor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by vendor for this solicitation may become the property of the participating agency or entity. If such event does occur then vendor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.

5.2 **Delivery/Service failures:** Region 10 ESC may issue a written deficiency notice to contractor for acting or failing to act in any of the following:

- i. Providing material that does not meet the specifications of the contract;
- ii. Providing work and/or material that was not awarded under the contract;
- iii. Failing to adequately perform the services set forth in the scope of work and specifications;
- iv. Failing to complete required work or furnish required materials within a reasonable amount of time;
- v. Failing to make progress in performance of the contract and/or giving Region 10 ESC reason to believe that contractor will not or cannot perform the requirements of the contract; and/or
- vi. Performing work or providing services under the contract prior to receiving a Region 10 ESC reviewed purchase order for such work.

Upon receipt of a written deficiency notice, contractor shall have ten (10) days to provide a satisfactory response to Region 10 ESC. Failure to adequately address all issues of concern may result in contract cancellation. Failure to deliver goods or services within the time specified or within a reasonable time period as interpreted by the purchasing agent, or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the contract to be terminated. In the event that the participating agency or entity must purchase in an open market, contractor agrees to reimburse the participating agency or entity, within a reasonable time period, for all expenses incurred.

5.3 **Force Majeure:** If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United

States or the State of Texas or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

5.4 **Cancellation for convenience**: Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 90 business days after the other party receives the notice of cancellation. After the 90th business day all work will cease following completion of final purchase order. Region 10 ESC reserves the right to request additional items not already on contract at any time.

6. ARTICLE 6- LICENSES

6.1. Duty to keep current license: Vendor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by vendor. Vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the contract. Region 10 ESC reserves the right to stop work and/or cancel the contract of any vendor whose license(s) expire, lapse, are suspended or terminated.

6.2. Survival Clause: All applicable software license agreements, warranties or service agreements that were entered into between Vendor and Customer under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Order Fulfiller shall survive expiration or termination of the Contract.

7. ARTICLE 7- DELIVERY PROVISIONS

7.1. Delivery: Vendor shall deliver said materials and/or services purchased on this contract to the Member issuing a Purchase Order. Conforming product shall be delivered within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period the vendor must receive authorization from the purchasing agency for the delayed delivery. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.

7.2. Inspection & Acceptance: If defective or incorrect material is delivered, purchasing agency may make the determination to return the material to the vendor at no cost to the purchasing agency. The vendor agrees to pay any costs for the return shipment. Vendor shall be responsible for arranging the return of the defective or incorrect material.

8. ARTICLE 8- BILLING AND REPORTING

8.1. Payments: The entity using the contract will make payments directly to the awarded vendor. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.

8.2. Invoices: The awarded vendor shall submit invoices to the participating entity clearly stating "Per EdTech Exchange Coop Contract # ETXXXXXXX". The shipment tracking number or pertinent information for verification shall be made available upon request.

8.3. Tax Exempt Status: Knowing and complying with the tax laws in each state is the sole responsibility of the vendor.

8.4. Reporting: The awarded vendor shall provide Region 10 ESC with an electronic accounting report, in a format prescribed by Region 10 ESC in Attachment A, on a quarterly basis summarizing all contract Sales for the applicable three month period. Reports of Contract Sales for Region 10 ESC and member agencies in each quarter shall be provided by awarded vendor to Region 10 ESC by the 10th business day of the following the close of the quarter. If there are no sales to report, Vendor is still required to communicate that information via email. Failure to provide a quarterly report of the administrative fees within the time and manner specified herein shall constitute a material breach of this contract and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the contract at Region 10 ESC's sole discretion.

9. ARTICLE 9- PRICING

9.1. Best price guarantee: The awarded vendor agrees to provide pricing to Region 10 ESC and its participating entities that are the lowest pricing available and the pricing shall remain so throughout the duration of the contract. Pricing offered to Federal government buying consortiums for goods and services is exempt from this requirement. The awarded vendor, however, agrees to lower the cost of any product purchased through Region 10 ESC following a reduction in the manufacturer or publisher's direct cost.

9.2. Price increase: Should it become necessary or proper during the term of this contract to make any change in design or any alterations that will increase expense Region 10 ESC must be notified immediately. Price increases must be approved by Region 10 ESC and no payment for additional materials or services, beyond the amount stipulated in the contract, shall be paid without prior approval. All price increases must be supported by manufacturer documentation, or a formal cost justification letter. Awarded vendor must honor previous prices for thirty (30) days after approval and written notification from Region 10 ESC if requested. It is the awarded vendor's responsibility to keep all pricing up to date and on file with Region 10 ESC. All price changes must be provided to Region 10 ESC, using the same format as was accepted in the original contract.

9.3. Additional Charges: All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing.

9.4. Price reduction and adjustment: Price reduction may be offered at any time during the contract and shall become effective upon notice of acceptance from Region 10 ESC. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all Members equally; 2) reduction is for a specific time period, normally not less than thirty (30) days; 3) original price is not exceeded after the time-limit; and 4) Region 10 ESC has approved the new prices prior to any offer of the prices to a Member. Vendor shall offer Region 10 ESC any published price reduction during the contract period.

9.5. Administrative Fees: All pricing submitted to Region 10 ESC shall include the administrative fee to be remitted to Region 10 ESC by the awarded vendor. The awarded vendor agrees to pay a 2% administrative fee quarterly to Region 10 ESC of the total purchase amount paid to awarded vendor, less refunds, credits on returns, rebates and discounts, for the sale of products and/or services to Region 10 ESC and member agencies pursuant to the contract (as amended from time to time and including any renewal thereof) ("Contract Sales"). Region 10 ESC will invoice vendor after verifying quarterly reports. Administrative fee payments are to be paid by the awarded vendor to Region 10 ESC within thirty (30) days of receipt of invoice.

If any sales are made directly through the EdCuration site utilizing this contract, EdCuration will report those sales on the vendor's behalf and remit the administrative fee to Region 10 ESC directly. Region 10 will provide vendors a quarterly report showing any sales made directly through EdCuration's website.

9.6. The awarded vendor will receive early access to register for EdTech Exchange events and will receive EdTech Exchange signs for their conference booths. Vendors shall also receive a dedicated vendor page on EdCuration's website and a discount to be negotiated with EdCuration on additional marketing packages.

9.7. The awarded vendor will receive early access to register for EdTech Exchange events and will receive EdTech Exchange signs for their conference booths as well as an EdTech Exchange partnership logo for use online.

9.8. The awarded vendor will also receive a 10% discount on registration for EdTech Exchange related events. When revenue shared with Region 10 exceeds \$500, vendor will be able to reserve rooms in the Region 10 Spring Valley or Abrams Conference Center once a year for vendor events to educate/train/demonstrate the awarded vendor's product, subject to availability. Additional discounts and opportunities may be offered at Region 10's sole discretion.

10. ARTICLE 10- PRICING AUDIT

10.1. Audit rights: Vendor shall, at Vendor's sole expense, maintain appropriate due diligence of all purchases made by Region 10 ESC and any entity that utilizes this Agreement. Region 10 ESC reserves the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. Region 10 ESC shall have the authority to conduct random audits of Vendor's pricing that is offered to eligible entities at Region 10 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 10 ESC is made aware of any pricing being offered to eligible agencies that is materially inconsistent with the pricing under this agreement, Region 10 ESC shall have the ability to conduct an extensive audit of Vendor's pricing at Vendor's sole cost and expense. Region 10 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 10 ESC or Region 10 ESC.

11. ARTICLE 11- OFFEROR PRODUCT LINE REQUIREMENTS

11.1. Current products: Proposals shall be for materials and equipment in current production and marketed to the general public and education/government agencies at the time the proposal is submitted.

11.2. Discontinued products: If a product or model is discontinued by the manufacturer, vendor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.

11.3. New products/Services: New products and/or services that meet the scope of work may be added to the contract. Pricing shall be equivalent to the percentage discount for other products. Vendor may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the

solicitation. No products and/or services may be added to avoid competitive procurement requirements. Region 10 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 10 ESC may reject any additions without cause.

11.4. Options: Optional equipment for products under contract may be added to the contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.

11.5. Product line: Offerors with a published catalog may submit the entire catalog. Region 10 ESC reserves the right to select products within the catalog for award without having to award all contents. Region 10 ESC may reject any addition of equipment options without cause.

11.6. Warranty conditions: All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.

11.7. It shall be the vendor's responsibility to keep any information on their EdCuration vendor page up to date, including but not limited to contact information, product information, and pricing (if applicable).

12. ARTICLE 12- MISCELLANEOUS

12.1. Funding Out Clause: Any/all contracts exceeding one (1) year shall include a standard "funding out" clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity's current revenue only, provided the contract contains either or both of the following provisions:

"Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract."

12.2. Disclosures: Offeror affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.

Include a complete description of any and all relationships that might be considered a conflict of interest in doing business with participants in Region 10 ESC.

The Offeror affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

12.3. Indemnity: The awarded vendor shall protect, indemnify, and hold harmless Region 10 ESC and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the vendor, vendor employees or vendor subcontractors in the preparation of the solicitation and the later execution of the contract, including any supplemental agreements with members. Any litigation involving Region 10 ESC, its administrators and employees and agents will be in Dallas County, Texas. Any litigation involving Region 10 ESC members shall be in the

jurisdiction of the participating agency.

- 12.4. Franchise Tax: The Offeror hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes.
- 12.5. Marketing: Awarded vendor agrees to allow Region 10 ESC to use their name and logo within website, marketing materials and advertisement. Any use of Region 10 ESC name and logo or any form of publicity, inclusive of press releases, regarding this contract by awarded vendor must have prior approval from Region 10 ESC.
- 12.6. Certificates of Insurance: Certificates of insurance shall be delivered to the Region 10 ESC participant prior to commencement of work. The insurance company shall be licensed in the applicable state in which work is being conducted. The awarded vendor shall give the participating entity a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The awarded vendor shall require all subcontractors performing any work to maintain coverage as specified.
- 12.7. Legal Obligations: It is the Offeror's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.
- 12.8. Boycott Certification: Respondents hereby certify that during the term of any Agreement, it does not boycott Israel and will not boycott Israel. "Boycott" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.
- 12.9. Open Records Policy: Because Region 10 ESC contracts are awarded by a governmental entity, responses submitted are subject to release as public information after contracts are executed. If a vendor believes that its response, or parts of its response, may be exempted from disclosure, the vendor must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the Offeror must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s). Offeror must provide this information on the "Acknowledgement and Acceptance to Region 10 ESC's Open Record Policy" form found at the beginning of this solicitation. Any information that is unmarked will be considered public information and released, if requested under the Public Information Act.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 10 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the Offeror are not acceptable. Region 10 ESC must comply with the opinions of the OAG. Region 10 ESC assumes no responsibility for asserting legal arguments on behalf of any vendor. Offeror are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

After completion of award, these documents will be available for public inspection.

- 12.10. All parties agree that venue for any litigation arising from this contract shall lie in Richardson, Dallas County, Texas, and that the laws of the State of Texas shall govern the rights of the parties and the validity and interpretation of any purchase order, contract, or service agreement that shall arise from and include this proposal request.


[Remainder of Page Intentionally Left Blank- Signatures follow on Signature Form]

CONTRACT SIGNATURE FORM

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this proposal in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

VENDORS MUST SUBMIT THIS FORM COMPLETED AND SIGNED WITH THEIR RESPONSE TO BE CONSIDERED

Prices are guaranteed: **120 days**

| | |
|-----------------------|---|
| Company name | Khan Academy Inc. |
| Address | 1200 Villa Street, Suite 200 |
| City/State/Zip | Moutain View, CA 94041 |
| Telephone No. | 4803139464 |
| Email address | zacharyportnoy@khanacademy.org |
| Printed name | Zachary Portnoy |
| Position with company | Head of Partnerships |
| Authorized signature |  |

Term of contract August 1, 2023 to July 31, 2024

Unless otherwise stated, all contracts are for a period of one (1) year with an option to renew annually for an additional four (4) years if agreed to by Region 10 ESC. Vendor shall honor all administrative fees for any sales made based on the contract whether renewed or not.



Region 10 ESC Authorized Agent

Jun 29, 2023

Date

Jim Newhouse
Print Name

EdTech Exchange Contract Number ET230903

Appendix D: ADDITIONAL REQUIRED DOCUMENTS

- DOC #1 Clean Air and Water Act
- DOC #2 Debarment Notice
- DOC #3 Lobbying Certification
- DOC #4 Contractors Requirements
- DOC #5 Antitrust Certification Statement
- DOC #6 Implementation of House Bill 1295
- DOC #7 Boycott Certification
- DOC #8 Terrorist State Certification
- DOC #9 Resident Certification
- DOC #10 Federal Funds Certification Form

GENERAL TERMS & CONDITIONS ACCEPTANCE FORM

- DOC #11 General Terms & Conditions and Acceptance Form

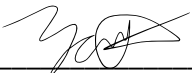
DOC #1 CLEAN AIR AND WATER ACT

I, the Vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

PotentialVendor: Khan Academy Kids Inc

Title of Authorized Representative: Head of Partnerships

Mailing Address: Khan Academy PO BOX 1630 Mountain View CA 94042

Signature: 


DOC #2 DEBARMENT NOTICE

I, the Vendor, certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, “Debarment and Suspension”, as described in the Federal Register and Rules and Regulations.

Potential Vendor: Khan Academy Kids Inc.

Title of Authorized Representative: Head of Partnerships

MailingAddress: Khan Academy PO BOX 1630 Mountain View CA 94042


Signature:  _____

DOC #3 LOBBYING CERTIFICATION

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by Section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his/her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.



Signature of Respondent

5/10/23
Date

DOC #4 CONTRACTOR CERTIFICATION REQUIREMENTS

Contractor's Employment Eligibility

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statutes of the states it will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in

compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The Respondent complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the Region 10 ESC Participating entities in which work is being performed.

Fingerprint & Criminal Background Checks

If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

The Respondent shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed.

_ Business Operations in Sudan, Iran

In accordance with A.R.S. 35-391 and A.R.S. 35-393, the Contractor hereby certifies that the contractor does not have scrutinized business operations in Sudan and/or Iran.



Signature of Respondent

5/10/23

Date

**DOC #5 ANTITRUST CERTIFICATION STATEMENTS
(Tex. Government Code § 2155.005)**

I affirm under penalty of perjury of the laws of the State of Texas that:

(1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

(2) In connection with this proposal, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

(3) In connection with this proposal, neither I nor any representative of the Company has violated any federal antitrust law; and

(4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

VENDOR Khan Academy Inc.

ADDRESS 1200 Villa Street, Suite 200 **Fax:** 650-230-1059
Mountain View CA, 94041

Phone: 415-309-6851

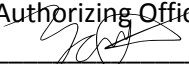
Respondant



Signature

Zachary Portnoy
Printed Name

Head of Partnerships
Position with Company

Authorizing Official


Signature

Caroline Hu Flexer
Printed Name

CEO and Co Founder
Position with Company

DOC #6 IMPLEMENTATION OF HOUSE BILL 1295

Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the

disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

Filing Process:

Starting on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site starting on January 1, 2016.

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

DOC #7 BOYCOTT CERTIFICATION

Respondent certifies that during the term of any Agreement, it does not boycott Israel and will not boycott Israel. "Boycott" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

Respondent certifies that respondent does not boycott energy companies, and it will not boycott energy companies during the term of any subsequent contract. Pursuant to Texas Government Code Chapter 2274, as enacted in Senate Bill 13 of the 87th Texas Legislature, if respondent is a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations (specifically excluding sole proprietorships) that exists to make a profit which has ten (10) or more full-time employees and the value of the contract with the ESC is \$100,000 or more, the respondent must represent and warrant to the ESC that the respondent does not boycott energy companies and will not boycott energy companies during the term of any subsequent contract.

DOC #8 TERRORIST STATE CERTIFICATION

In accordance with Texas Government Code, Chapter 2252, Subchapter F, REGION 10 ESC is prohibited from entering into a contract with a company that is identified on a list prepared and maintained by the Texas Comptroller or the State Pension Review Board under Texas Government Code Sections 806.051, 807.051, or 2252.153. By execution of any agreement, the respondent certifies to REGION 10 ESC that it is not a listed company under any of those Texas Government Code provisions. Responders must voluntarily and knowingly acknowledge and agree that any agreement shall be null and void should facts arise leading the REGION 10 ESC to believe that the respondent was a listed company at the time of this procurement.

DOC #9 NONDISCRIMINATION AGAINST FIREARM INDUSTRY CERTIFICATION

Respondent certifies that respondent does not discriminate against firearm entities or firearm trade associations, and it will not discriminate against firearm entities or firearm trade associations during the term any subsequent contract. Pursuant to Texas Government Code Chapter 2274, as enacted in Senate Bill 19 of the 87th Texas Legislature, if respondent is a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations (specifically excluding sole proprietorships) that exists to make a profit which has ten (10) or more full-time employees and the value of the contract with the ESC is \$100,000 or more, the respondent must represent and warrant to the ESC that the vendor does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of any subsequent contract.

DOC #10 RESIDENT CERTIFICATION:

This Certification Section must be completed and submitted before a proposal can be awarded to your company. This information may be placed in an envelope labeled "Proprietary" and is not subject to public view. In order for a proposal to be considered, the following information must be provided. Failure to complete may result in rejection of the proposal:

As defined by Texas House Bill 602, a "nonresident Bidder" means a Bidder whose principal place of business is not in Texas, but excludes a contractor whose ultimate parent company or majority owner has its principal place of business in Texas.

Texas or Non-Texas Resident

- I certify that my company is a "**resident Bidder**"
- I certify that my company qualifies as a "**nonresident Bidder**"

If you qualify as a "nonresident Bidder," you must furnish the following information: What is your resident state? (The state your principal place of business is located.)

Company Name: Khan Academy Inc

Address: 1200 Villa Street, Suite 200

City State Zip: Mountain View CA, 9404

DOC #11 FEDERAL FUNDS CERTIFICATION FORM

When a participating agency seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or "EDGAR" requirements). All Vendors submitting proposals must complete this Federal Funds Certification Form regarding Vendor's willingness and ability to comply with certain requirements which may be applicable to specific participating agency purchases using federal grant funds. This completed form will be made available to participating agencies for their use while considering their purchasing options when using federal grant funds. Participating agencies may also require Vendors to enter into ancillary agreements, in addition to the contract's general terms and conditions, to address the member's specific contractual needs, including contract requirements for a procurement using federal

grants or contracts.


For each of the items below, Vendor should certify Vendor's agreement and ability to comply, where applicable, by having Vendor's authorized representative complete and initial the applicable lines after each section and sign the acknowledgment at the end of this form. If a vendor fails to complete any item in this form, Region 10 ESC will consider the Vendor's response to be that they are unable or unwilling to comply. A negative response to any of the items may impact the ability of a participating agency to purchase from the Vendor using federal funds.

1. Vendor Violation or Breach of Contract Terms:

Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 USC 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.


Any Contract award will be subject to Region 10 ESC General Terms and Conditions, as well as any additional terms and conditions in any Purchase Order, participating agency ancillary contract, or Member Construction Contract agreed upon by Vendor and the participating agency which must be consistent with and protect the participating agency at least to the same extent as the Region 10 ESC Terms and Conditions.

The remedies under the Contract are in addition to any other remedies that may be available under law or in equity. By submitting a Proposal, you agree to these Vendor violation and breach of contract terms.

Does vendor agree? _____

(Initials of Authorized Representative)

2. Termination for Cause or Convenience:

When a participating agency expends federal funds, the participating agency reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror in the event Offeror fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. participating agency also reserves the right to terminate the contract immediately, with written notice to offeror, for convenience, if participating agency believes, in its sole discretion that it is in the best interest of participating agency to do so. Offeror will be compensated for work performed and accepted and goods accepted by participating agency as of the termination date if the contract is terminated for convenience of participating agency. Any award under this procurement process is not exclusive and participating agency reserves the right to purchase goods and services from other offerors when it is in participating agency's best interest.

Does vendor agree? _____

(Initials of Authorized Representative)

3. Equal Employment Opportunity:

Except as otherwise provided under 41 CFR Part 60, all participating agency purchases or contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Vendor agrees that such provision applies to any participating agency purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Vendor agrees that it shall comply with such provision.

Does vendor agree? _____



(Initials of Authorized Representative)

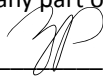
4. Davis-Bacon Act:

When required by Federal program legislation, Vendor agrees that, for all participating agency prime construction contracts/purchases in excess of \$2,000, Vendor shall comply with the Davis-Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determinate made by the Secretary of Labor. In addition, Vendor shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at www.wdol.gov. Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the Vendor is conditioned upon Vendor's acceptance of the wage determination.

Vendor further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

Does vendor agree? _____



(Initials of Authorized Representative)

5. Contract Work Hours and Safety Standards Act:

Where applicable, for all participating agency contracts or purchases in excess of \$100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 USC 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Does vendor agree? _____



(Initials of Authorized Representative)

6. Right to Inventions Made Under a Contract or Agreement:

If the participating agency's Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Vendor agrees to comply with the above requirements when applicable.

Does vendor agree? _____



(Initials of Authorized Representative)

7. Clean Air Act and Federal Water Pollution Control Act:

Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended – Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

When required, Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

Does vendor agree? _____



(Initials of Authorized Representative)

8. Debarment and Suspension:

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3CFR Part 1989 Comp. p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Vendor certifies that Vendor is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor further agrees to immediately notify the Cooperative and all participating agencies with pending purchases or seeking to purchase from Vendor if Vendor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Does vendor agree? _____



(Initials of Authorized Representative)

9. Byrd Anti-Lobbying Amendment:

Byrd Anti-Lobbying Amendment (31 USC 1352) -- Vendors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. As applicable, Vendor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).


Does vendor agree? _____



(Initials of Authorized Representative)

10. Procurement of Recovered Materials:


For participating agency purchases utilizing Federal funds, Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a participating agency may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Does vendor agree? _____ 

(Initials of Authorized Representative)

11. Profit as a Separate Element of Price:

For purchases using federal funds in excess of \$150,000, a participating agency may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.323(b). When required by a participating agency, Vendor agrees to provide information and negotiate with the participating agency regarding profit as a separate element of the price for a particular purchase. However, Vendor agrees that the total price, including profit, charged by Vendor to the participating agency shall not exceed the awarded pricing, including any applicable discount, under Vendor's Cooperative Contract.

Does vendor agree? _____ 

(Initials of Authorized Representative)

12. Domestic Preference

Vendor must be prepared to provide a comprehensive list of the number of goods, products, and/or materials (including but not limited to iron, aluminum, steel, cement, and other manufactured products) being used for specific purchase orders under the contract award which were produced in the United States upon request to Region 10 ESC or any Equalis member who intends to use this contract with federal funds.

Does vendor agree? _____ 

(Initials of Authorized Representative)

13. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

Vendor agrees that recipients and subrecipients are prohibited from obligating or expending loan or grant funds to procure or obtain, extend or renew a contract to procure or obtain, or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system from companies described in Public Law 115-232, section 889. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country are also prohibited.

Does vendor agree? _____ 

(Initials of Authorized Representative)

14. General Compliance and Cooperation with Participating Agencies:

In addition to the foregoing specific requirements, Vendor agrees, in accepting any Purchase Order from a participating agency, it shall make a good faith effort to work with participating agencies to provide such information and to satisfy such requirements as may apply to a particular participating agency purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

Does vendor agree? _____ 

(Initials of Authorized Representative)

15. Applicability to Subcontractors

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does vendor agree? _____ 

(Initials of Authorized Representative)

By signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

Khan Academy Inc.

Company Name

 _____

Signature of Authorized Company Official

Zachary Portnoy

Printed Name

Head of Partnerships

Title

5/10/23

Date

DOC #12 GENERAL TERMS & CONDITIONS ACCEPTANCE FORM

Signature on the Vendor Contract Signature form certifies complete acceptance of the General Terms and Conditions in this solicitation, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the General Terms and Conditions:

We take no exceptions/deviations to the general terms and conditions

(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)

We take the following exceptions/deviations to the general terms and conditions. All exceptions/deviations must be clearly explained and listed below. **Redlining the terms and conditions in the document above is unacceptable and may result in your proposal being removed from consideration.** Reference the corresponding general terms and conditions that you are taking exceptions/deviations to. Clearly state if you are adding additions terms and conditions to the general terms and conditions. Provide details on your exceptions/deviations below:

(Note: Unacceptable exceptions shall remove your proposal from consideration for award. Region 10 ESC shall be the sole judge on the acceptance of exceptions/deviations and the decision shall be final.)

EXCEPTIONS/DEVIATIONS TO THE GENERAL TERMS AND CONDITIONS

| Item # | Item Name | Specific Detail of Requested Change |
|---|-------------------------------|--|
| General Terms and Conditions (Pages 17-26 of the RFP Packet) | | |
| 1.4 | Customer Support | The Vendor Contract shall address this provision where Vendor seeks to clarify that it shall exercise commercially reasonable efforts to respond to support tickets in a timely fashion. Technical support is provided by Vendor’s customer support team via its online help center. |
| 2 | Anticipated Term of Agreement | Vendor seeks to clarify that Region 10 ESC’s (any Member’s, and any participating entity’s) right to renew the Vendor Contract beyond the initial term (one year) is subject to the mutual agreement of the parties. |

| | | |
|---------------------|---|---|
| 3.3; 9.1; 9.4 | Offeror's Promise; Best Price Guarantee; Price Reduction and Adjustment | Vendor preserves the opportunity to negotiate the final form of any pricing guarantees and adjustments. Vendor seeks to clarify that its product offerings include training that is generally provided for a fee. Additional training (and the associated cost, if any) should thus be addressed in Supplemental Contracts between Vendor and the Member (or the participating entity). Vendor further seeks to clarify that pricing may differ depending on implementation variances. |
| 4.2 | Formation of Contract | Vendor seeks to clarify that the Vendor Contract applies only to the Khan Academy Kids Classroom service ("Classroom Service"). Other products and services are not covered by the Vendor Contract. Additionally, the use of the Classroom Service is governed by the Khan Kids Classroom Terms of Service (included as Attachment 1 here), which shall be incorporated into and form part of the resulting contract as Special Terms and Conditions. Vendor's proposal is subject to Vendor's approval of any proposed modification to, or rejection of, any term of the Khan Kids Classroom Terms of Service and these exceptions/deviations. |
| 4.4, 4.5 | Assignment of Contract; Novation | Vendor preserves the opportunity to negotiate the final form of any assignment and novation provision included in the Vendor Contract. As an alternative, Vendor offers the following: "Except in the event of a merger, sale or acquisition involving Vendor, Vendor may not assign this Agreement to any third party without notice to Region 10 ESC." |
| 5.1, 5.2, 5.4 | Cancellation for Cause; Delivery/Service failures; Cancellation for Convenience | Vendor preserves the opportunity to negotiate the final form of any termination right in the Vendor Contract, providing for a reasonable notice period and an opportunity to cure. Vendor seeks to clarify that Region 10 ESC's Members and participating entities will provide notice of termination as soon as practicable after an event of non-appropriation. |
| 7 | Delivery Provisions | Vendor seeks to clarify that these sections do not apply, as the services are provided online and the Vendor Contract does not include the delivery of physical goods. |
| 10 | Pricing Audit | Vendor preserves the opportunity to negotiate the final form of any inspection or audit rights included in the Vendor Contract. |
| 11.6 ; 12.3 | Warranty; Indemnity | Vendor takes exception to these sections. Warranties applicable to Classroom Services are limited to those set forth in the Khan Kids Classroom Terms of Service. Vendor's liability and indemnification obligations are subject to the limitations and procedural requirements set forth in the Khan Kids Classroom Terms of Service. |
| 12.5 | Marketing | Vendor seeks to clarify that it is permitted to include the Member or participating entity among Vendor's other customers in Vendor's customer list, for use in promotional materials or philanthropic impact reports. |
| 12.6 | Certificates of Insurance | Vendor notes that certain insurance provisions (e.g., automobile) are inapplicable to an online service provider, and thus reserves the right to negotiate insurance requirements that correspond to the nature of the Service provided. Carrier notification obligations are subject to agreement with the carrier. Notwithstanding anything to the contrary, such insurance clauses do not modify any applicable limitation of liabilities or |

| | | |
|------------|--|--|
| | | indemnification limits. Additionally, Vendor seeks to clarify that any insurance matter should be by and between insurance providers, such that no waiver of subrogation applies. |
| 12.7 | Legal Obligations | <p>Vendor seeks to clarify that this section shall be mutual. Region 10 ESC Members and participating entities are responsible for providing notices to, and obtaining any required consents from, parents or guardians regarding the creation of website accounts and provision of Classroom Services (or satisfying an exemption from notice and consent requirements) including under FERPA and COPPA.</p> <p>With respect to Region 10 ESC’s Members (or participating entity)-specific rules or regulations (including proposed terms in purchase orders), the terms of the Vendor Contract shall be deemed in compliance, and Vendor shall not be required to comply with rules and regulations to the extent: (i) inapplicable to the nature of the services; or (ii) Vendor is not afforded an opportunity to review and confirm its compliance.</p> |
| Appendix D | DOC #1: Clean Air and Water Act; Doc #10: Federal Funds Certification Form | <p>Vendor notes that Doc #1 (Clean Air and Water Act) and a number of the provisions in Doc #10 (Federal Funds Certification Form) are inapplicable to its services (e.g., Davis-Bacon Act; Contract Work Hours and Safety Standards Act; Right to Inventions Made Under a Contract or Agreement; Clean Air Act and Federal Water Pollution Control Act; Procurement of Recovered Materials; Domestic Preference). Vendor does not offer construction services, provide physical goods, or utilize mechanics or laborers. Rights to Inventions Made Under a Contract or Agreement is not applicable, because the services are commercial-off-the-shelf offerings and no development is contemplated in licensing such services to Region 10 ESC’s Members. Additionally, notwithstanding anything to the contrary, the Uniform Commercial Code, and Uniform Computer Information Transactions Act are specifically disclaimed and do not apply to this contract.</p> |

Attachment 1

Set forth below are the Terms of Service ("**TOS**" or "**Agreement**") made between Khan Academy, Inc., a 501(c)(3) organization ("**Khan Academy**" or "**we**" or "**us**") and the school, school district, Head Start program or other local education agency entity (each, an "**LEA**") named herein ("**Customer**" or "**you**"). This TOS governs the use of the Khan Academy Kids service by subscribers of the Khan Kids Classroom service (the "**Classroom Service**").

The Classroom Service is a premium, subscription-based service that is offered as a complement to Khan Academy Kids application and related online services (the "**App**").

Access to the App and use of the standard features is provided free of charge. Through the Classroom Service, Khan Academy provides (i) support to facilitate set-up, management, and use of App accounts for use in the classroom including using Clever SecureSync; (ii) professional development support for teachers, district administrators, school leaders, aides, or other similar personnel ("**School Personnel**"); (iii) tech support for teachers; (iv) access to a LEA dashboard that provides data insights on App usage in your LEA organization; and (v) access to a teacher dashboard that enables teachers to create assignments and view data insights on App usage in their classroom.

As used herein, users of the App (including students, teachers, and parents) are referred to individually as “**User**” and collectively as “**Users**” and accounts held by those persons are referred to as “**User Accounts**”. A student, Head Start participant or other child User registered with an account by or at the direction of the LEA for use in the LEA’s instructional program is referred to as a “**student**” or a “**School User**”.

1. Subscription Terms.

1.1 Subscription Terms. The Classroom Service is offered to Customer on the terms set forth herein, for a term and price subject to certain renewal, cancellation, and other terms and conditions specific to the account (the “Account Terms”). When using the Classroom Service, you will also be subject to the [Khan Academy Kids Privacy Policy](#) (“**Privacy Policy**”) and any posted guidelines, policies or rules applicable to specific features of the Classroom Service or use of the App, which may be posted from time to time (collectively the “**Guidelines**”). This TOS and the Guidelines form a legal contract between Customer and Khan Academy with respect to the Classroom Service and are referred to collectively as the “**Agreement**”. Your Account Terms specify the scope of services provided, including by reference to the number of accounts included in your subscription. School User accounts will be counted upon activation, and may not be shared or transferred among students.

1.2 Term. The Subscription period will be for a one-year term commencing on August 1, 2023. The term service (August 1, 2023 - July 31, 2024) will be invoiced and paid at a subscription price of \$5.00 per student. Features developed during the 2023-24 school year will be provided at no additional cost.

1.3 Payment. Invoices for the second year of service will be issued on or about July 1, 2023 (or, if this Agreement executed after this date, then on or about the date of execution) . Customers may tender payment by wire transfer, check, or other methods at Khan Academy's discretion (contact us for details). Payment must be received by Khan Academy no later than 30 days after Khan Academy issues an invoice. If Khan Academy does not receive payment within 30 days, the invoice is past due and Khan Academy reserves the right to suspend access to the affected Customer account(s) and take collection action. Suspension of an account does not relieve the Customer of its obligation to pay for the Classroom Service for the full subscription period. Customer is responsible for paying all fees and applicable taxes, if any, associated with the Classroom Service, including any sales, use, or value added taxes.

2. District Admin Accounts

2.1 Admin Accounts. The LEA administrator also receives access to a web-based dashboard to facilitate Customer oversight and administration of the Classroom Service. Customer may elect to register for one or more accounts for use by School Personnel who will administer the LEA’s use of the Classroom Service (“**Admin Accounts**”). Admin Accounts are provided for the sole purpose of providing access to the Khan Academy Kids data dashboard, in order to facilitate your oversight and administration of the Classroom Service.

2.2 Admin Account Access. Each authorized administrator will register for a separate dashboard account. Customer is solely responsible for maintaining the confidentiality of each Admin Account, any accounts provisioned (including teacher accounts), and access credentials for use of the accounts, and Customer agrees to accept responsibility for all activities that occur under such accounts and access credentials. If you have reason to believe that any Admin Account or User Account is no longer secure (e.g., in the event of a loss, theft or unauthorized disclosure of use of the account ID, password or other access credential), then you agree to promptly notify your designated Khan Academy account representative. You may be liable for the losses incurred by

Khan Academy or others due to any unauthorized use of Admin Accounts and/or User Accounts.

2.3 Limitations on Use. The Classroom Service and App are provided to you for educational purposes as part of the instructional program for schools in your LEA. You must use the Classroom Service and the App in compliance with all applicable laws, rules, and regulations. You agree not to reproduce, duplicate, copy, sell, resell or otherwise exploit for any commercial purpose, any portion of the Classroom Service, the App, or access to the Classroom Service or App.

3. **User Accounts.**

3.1 User Account Terms. User Accounts are provided free of charge to students, teachers, and other authorized School Personnel. User Accounts and use of the App are governed exclusively by the Khan Academy Terms of Service ("**Khan Academy TOS**") and the [Khan Academy Kids Privacy Policy](#).

3.2 Use of Student Personal Data: Customer Responsibility for Parental Consents and Notices.

(a) Customer is familiar with and agrees to be responsible for compliance with the Family Educational Rights and Privacy Act and the US Department of Education's implementing regulations at 34 CFR Part 99 (collectively, "**FERPA**"); and all other laws, rules or regulations concerning the collection, use, and disclosure of personally identifiable information about Users in your LEA (collectively, "**Applicable Privacy Law**").

(b) Customer assumes sole responsibility for providing appropriate disclosures to the parents of School Users regarding student use of the App, the Khan Academy TOS, and our [Privacy Policy](#), including any notices required by the Children's Online Privacy Protection Act of 1998 ("**COPPA**"), FERPA, or other Applicable Privacy Law. Customer is responsible for complying with all parental notice requirements and parental requests regarding collection, use and disclosure of Student Personal Data, except as provided in Section 3.7.

(c) Customer assumes sole responsibility for obtaining any consents required from parents or guardians, to the extent required under COPPA, FERPA or other Applicable Privacy Law, in connection with the Classroom Service, use of the App for classroom use, and disclosure of personally identifiable information to Khan Academy in connection therewith. Customer represents and warrants to Khan Academy that, prior to the creation of accounts under Section 3.3, either:

- i. it has obtained all necessary parent or guardian consents, or
- ii. it has complied and will comply with all applicable requirements of an exemption from or exception to parental consent requirements, including:
 - under FERPA, Customer has complied and will comply with the "school official" exception, or the "directory information" exception thereunder; and
 - under COPPA, Customer is acting as the agent of the parent and consenting on their behalf to the sharing of the student's personal information.

3.3 School Accounts.

(a) Account Set-up. Customer will be responsible for the set-up and administration of user accounts. Khan Academy will provide training and support for account set-up and administration of accounts via written materials, recorded tutorials or live or recorded webinars, at Khan Academy's option. Unless otherwise agreed in writing, Customer will set up and administer accounts using Clever, Inc.'s Secure Sync service ("**Rostering Service**").

(b) Updates. Customer will be responsible for providing the Rostering Service with roster information, updating the roster to reflect any changes, and for deleting User accounts when no longer needed. Upon termination of School Personnel employment with your LEA, such School Personnel must return and cease using all login details in their possession. If at any time Customer learns that a User claims to be affiliated with your LEA who is not, in fact, affiliated with

your LEA, or that a parent has refused or rescinded any parental consent required for Student use of the App, or otherwise becomes aware of any errors in roster information, Customer will take action to correct the roster information or delete the User account, as applicable.

3.4 Integrated Service. Khan Academy may enable you to interact with the App through, or otherwise associate the LEA's accounts with, certain third party services, including third-party rostering, authentication or single sign-on services, such as Google or a Rostering Service ("**Integrated Service**"). By registering for the App using (or otherwise granting access to or approving use of) an Integrated Service, Customer agrees that Khan Academy may access, store and use data obtained through the Integrated Service consistent with our Privacy Policy, and may disclose data to the Integrated Service if you use the Integrated Service to receive data. Customer agrees to any and all terms and conditions of the Integrated Service regarding use of the App and Classroom Service via the Integrated Service. Khan Academy does not endorse any particular Integrated Service, and Customer is solely responsible for interactions with the Integrated Service that occur as a result of accessing the App or Classroom Service through the Integrated Service. Khan Academy does not control the practices of Integrated Services, and you are advised to read the privacy policy and terms and conditions of any Integrated Service that you use to understand their practices. ACCESS AND USE OF INTEGRATED SERVICES, INCLUDING THE INFORMATION, MATERIALS, PRODUCTS, AND SERVICES ON OR AVAILABLE THROUGH THOSE SERVICES, IS SOLELY AT YOUR OWN RISK.

3.5 Class Accounts/Manual Rostering. Teachers can create class accounts using their email address, which will enable them to set up their class of students, assign lessons, and monitor student progress. Teachers can share a Class Code with students (and their parents) so they can join the class account. If a student/parent uses the Class Code to sign in (e.g., on their personal device), the student will be able to work on assignments from their teacher, and the teacher will be able to see their scores. The parent will see the student name and the student's completed assignments on the device (shown with a colored checkmark). Parents will not be able to see any specific scores or access the teacher dashboard, which includes reports for other students. Khan Academy plans to introduce this alternate rostering method of Class Codes for accounts using a Rostering Service. Introduction of this feature is not assured. If and when introduced, Customer may elect to use Class Codes with accounts using a Rostering Service.

3.6 Student Personal Data. The App is designed to minimize the personal data collected and used. "Student Personal Data" means information relating to a student which is personally identifiable, or which is linked to personally identifiable information in a manner that would allow a reasonable person to identify the student with reasonable certainty, and is (i) provided to Khan Academy by the Customer, Students or parents of Students, or (ii) collected by Khan Academy from Customer, Students or parents of Students, in each case, during the provision of the Service to Customer pursuant to this Agreement. If Customer provides Student Personal Data to Khan Academy, Customer represents and warrants that it is authorized to provide such data to Khan Academy. Khan Academy confirms that Student Personal Data (if any) that it receives will be maintained and used in accordance with the Khan Academy Kids Privacy Policy and any separate data protection (or similar) agreement entered into by and between Customer and Khan Academy. Student Personal Data shall not include de-identified data or information that has been anonymized, or anonymous usage data regarding a student's use of the App. School Personnel are instructed to avoid providing Student Personal Data in account profiles and rostering data provided for students when manually rostering students.

3.7 Access Requests. Khan Academy shall cooperate and assist Customer in responding to requests made by a parent, legal guardian or eligible student for the review of personally identifiable

information contained in student account records and to correct erroneous information, consistent with the functionality of services. A parent will be able to view the student's account information (user name and learning activities completed) in the App by logging in to the student's class account using a class code, if one is provided, or by viewing the App, if it is downloaded on a personal device used in the home. In the event that a parent/legal guardian of a student or eligible student contacts Khan Academy to review student account records (in addition to any information that may be accessed in a parent account that is associated with that student), Khan Academy may refer the parent or individual to the LEA, who will follow the necessary and proper procedures regarding the requested information. Khan Academy may inform and assist the parent to enable the App functions that allow a parent to view the child's profile and activity on the App.

4. Proprietary Materials

4.1 Proprietary Materials: Licenses. The App and the Classroom Service are owned and operated by Khan Academy. The visual interfaces, graphics, design, compilation, information, computer code (including source code or object code), software, services, content, educational videos and exercises, training materials, professional development resources, and all other elements of the App and Classroom Service (the "**Services Materials**") are protected by United States and international laws, international conventions, and other applicable laws governing intellectual property and proprietary rights. All Services Materials, and all trademarks, service marks, and trade names, contained on or available through the App or Classroom Service are owned by or licensed to Khan Academy, and Khan Academy reserves all rights therein and thereto not expressly granted to Users under the Khan Academy TOS.

4.2 Permitted Use: Prohibited Conduct. Subject to this TOS and Customer's payment of all applicable fees for the Classroom Service, School Personnel may access and use the Classroom Service, solely through their School Accounts, and solely for Customer's educational purposes. You shall not, nor permit any of your authorized Users to, use, or permit the use of, the educational videos, exercises, and related supplementary materials that are owned by Khan Academy or its third-party licensors (the "**Licensed Educational Content**") made available on the App, except as permitted under, and pursuant to, the Khan Academy TOS. You shall not, nor permit any of your authorized Users to, engage in any conduct using the App that is "Prohibited Conduct" under the Khan Academy TOS.

5. Confidentiality. Your Account Terms, and any quotes or proposals relating to your account, include information that is proprietary and confidential to Khan Academy. You agree to keep such terms, quotes or proposals confidential, and to not disclose such terms, quotes or proposals to any third party, to the fullest extent permitted by law.

6. Indemnification. To the extent permitted by applicable law, you agree to indemnify, defend, and hold harmless Khan Academy, its affiliated companies, contractors, employees, agents and its third-party suppliers, licensors, and partners ("**Khan Academy Parties**") from any judgements, settlements, losses, damages, liabilities, costs and expenses of any kind (including legal fees and expenses), from any claim or demand brought against Khan Academy by a third party relating to or arising from (i) your access to, use or misuse of the Classroom Service; (ii) your violation of this Agreement, or any breach of the representations, warranties, and covenants made by you herein; (iii) your failure to comply with any international, federal, state or local law, statute, ordinance or regulation or which would render Company in violation of any applicable laws or regulations, including without limitation, COPPA, FERPA, or other Applicable Privacy Law, (including any failure to obtain or provide any necessary consent or notice), (iv) any use or misuse of the App, violation of Khan Academy TOS or any other action related to School Users registered by you or at your direction; (iv) the infringement by you or any third-party using your account of any intellectual

property, privacy, or other right of any person or entity, or (v) your breach or alleged breach of any interaction, agreement, or policy between you and any individual User or parent or guardian of a School User. Khan Academy will use reasonable efforts to notify you of any such claim, action, or proceeding upon becoming aware of it, and to provide you with reasonable assistance, at your request, in respect of the defense of such claim. Khan Academy reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify Khan Academy, and you agree to cooperate with Khan Academy's defense of these claims. You will not settle any claim without Khan Academy's consent.

7. Evaluation License. This Section 7 applies to use of the Classroom Service for any beta (or otherwise pre-release services), evaluation services, or free trials. CUSTOMER ACKNOWLEDGES AND AGREES THAT THE SERVICES PROVIDED FOR EVALUATION MAY FUNCTION FOR A LIMITED PERIOD OF TIME, HAVE LIMITED OR TRIAL FEATURES, AND HAVE OTHER LIMITATIONS NOT CONTAINED IN A COMMERCIAL VERSION OF THE SERVICES. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, KHAN ACADEMY IS PROVIDING THE CLASSROOM SERVICE "AS-IS", AND KHAN ACADEMY DISCLAIMS ANY AND ALL WARRANTIES INCLUDING ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, AND STATUTORY WARRANTIES OF NON-INFRINGEMENT, LIABILITIES, AND INDEMNIFICATION OBLIGATIONS OF ANY KIND. IN THE EVENT OF A CONFLICT BETWEEN THIS SECTION 7 AND OTHER TERMS OF THIS AGREEMENT, THIS SECTION 7 WILL SUPERSEDE SUCH TERMS WITH RESPECT TO THE SERVICES LICENSED TO SUBSCRIBER FOR EVALUATION PURPOSES. Khan Academy is not obligated to provide support for the evaluation Services.

8. Disclaimers; No Warranties.

8.1 No Warranties. EXCEPT FOR THE EXPRESS LIMITED WARRANTY SET FORTH IN SECTION 9, THE SERVICE, THE APP, AND ANY ASSOCIATED CONTENT, THIRD-PARTY CONTENT AND ALL DATA AND INFORMATION MADE AVAILABLE IN CONJUNCTION WITH THE SERVICE AND APP ("COLLECTIVELY THE "KHAN ACADEMY KIDS OFFERINGS"), ARE PROVIDED ON AN "AS-IS," "AS AVAILABLE," AND "WITH ALL FAULTS" BASIS. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, THE KHAN ACADEMY PARTIES DISCLAIM ANY AND ALL WARRANTIES AND CONDITIONS, WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ALL IMPLIED WARRANTIES OF QUALITY, ACCURACY, PERFORMANCE, AVAILABILITY MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

IN PARTICULAR, KHAN ACADEMY AND THE KHAN ACADEMY PARTIES DO NOT WARRANT THAT THE KHAN ACADEMY KIDS OFFERINGS WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, BE TO YOUR LIKING, BE TIMELY, SECURE, ACCURATE, OR BE UNINTERRUPTED, OR FREE OF ERRORS, VIRUSES OR OTHER HARMFUL COMPONENTS, AND DO NOT WARRANT THAT ANY OF THE FOREGOING WILL BE CORRECTED. KHAN ACADEMY EXPRESSLY DISCLAIMS ALL LIABILITY AND RESPONSIBILITY ARISING FROM RELIANCE ON THE DATA THAT MAY BE ACCESSED IN THE DATA DASHBOARD OR PRESENTED IN ANY USAGE REPORTS OR INSIGHTS THAT KHAN ACADEMY MAY SHARE REGARDING CLASSROOM USE.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM KHAN ACADEMY OR THROUGH THE APP WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN.

8.2 Harm to Your Computer. YOU UNDERSTAND AND AGREE THAT YOUR USE, ACCESS,

DOWNLOAD, OR OTHERWISE OBTAINING OF DATA, CONTENT, AND MATERIALS, IS AT YOUR OWN DISCRETION AND RISK, AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY (INCLUDING YOUR COMPUTER SYSTEM) OR LOSS OF DATA THAT RESULTS THEREFROM.

8.3 Limitations Under Applicable Law. SOME STATES OR OTHER JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE AND JURISDICTION TO JURISDICTION.

9. Limited Warranty. Khan Academy warrants, during the Term, that the Classroom Service delivered by Khan Academy, when used in accordance with the terms of this Agreement, will substantially perform in accordance with the Classroom Service Documentation made available to Customer by Khan Academy. "**Documentation**" means the description of services set forth in Customer's agreement, including technical specifications, but excludes any marketing materials or brochures. If the Classroom Service is not provided as indicated in the Documentation, and Customer has provided written notice of the non-conformity to Khan Academy within thirty (30) days of discovery of such non-conformity, Khan Academy shall at its option (i) rectify the non-conformity; (ii) replace the applicable product or service with a system of substantially the same functionality that conforms to the Documentation; or (iii) terminate this Agreement with respect to the non-conforming Classroom Service and provide Customer a refund representing the portion of any fees previously paid for the unused portion of the terminated Classroom Service measured from the effective date of termination. The foregoing warranty specifically excludes defects in or non-conformance of the Classroom Service resulting from (a) use of the Classroom Service or App in a manner not in accordance with the Documentation, this TOS or the Khan Academy TOS ; (b) faults or liabilities disclaimed pursuant to the this TOS or the Khan Academy TOS; (c) improper or inadequate maintenance of Customer's own computers, computer networks, operating environment, security programs, and internet connections; or (d) abuse of the Classroom Service or App.

10. Limitation of Liability and Damages.

10.1 Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL KHAN ACADEMY OR THE KHAN ACADEMY PARTIES BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE, OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION LOST BUSINESS, LOST REVENUES OR PROFITS, LOSS OF DATA, OR ANY OTHER PECUNIARY OR NON-PECUNIARY LOSS OR DAMAGE OF ANY NATURE WHATSOEVER) ARISING OUT OF OR RELATING TO THE TOS, YOUR USE OF (OR INABILITY TO USE) THE KHAN ACADEMY OFFERINGS OR ANY OTHER INTERACTIONS WITH KHAN ACADEMY OR WITH THIRD PARTIES THROUGH OR IN CONNECTION WITH THE KHAN ACADEMY OFFERINGS, INCLUDING OTHER USERS , EVEN IF KHAN ACADEMY OR A KHAN ACADEMY PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IN SUCH CASES, KHAN ACADEMY'S LIABILITY WILL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

10.2 Limitation of Damages. IN NO EVENT WILL KHAN ACADEMY'S OR ANY KHAN ACADEMY PARTY'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION ARISING OUT OF OR RELATING TO THE TOS, YOUR USE OF THE APP OR ANY KHAN ACADEMY OFFERING, OR YOUR INTERACTION WITH OTHER APP USERS (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), WARRANTY, OR OTHERWISE), EXCEED THE GREATER OF THE ACTUAL AMOUNT PAID BY YOU, IF ANY, DURING THE TWELVE MONTHS IMMEDIATELY PRECEDING THE DATE OF THE CLAIM, OR ONE HUNDRED DOLLARS (\$100.00).

11. Modification of Terms.

11.1 Terms Subject to Change. Except as provided in Section 11.2, Khan Academy reserves the right, at our discretion, to change, modify, add, or remove any portion of the Khan Academy TOS or this TOS at any time. Please check the Khan Academy TOS and any Guidelines periodically for changes to the Khan Academy TOS. Your continued use of the App after the posting of changes constitutes your binding acceptance of such changes. For any material changes to the Khan Academy TOS or this TOS, Khan Academy will provide notice to you of such amended terms, and such amended terms will be effective against you on the earlier of (i) your actual notice of such changes and (ii) thirty days after Khan Academy makes a reasonable attempt to provide you such notice, including by posting amended terms on the App. However, changes addressing new functions for a service or changes made for legal reasons will be effective immediately.

11.2 Material Changes. Khan Academy will not make any material change to this TOS, or change how personal Information contained in Student Records is used or shared under this TOS during the term of this Agreement, without notice to you. If a change with respect to how personal Information contained in Student Records is used or shared under the Khan Academy TOS or the TOS has a material adverse impact on Student Users or Customer, and Customer does not agree to the change, Customer must notify Khan Academy within thirty days of receiving the notice of change as described under the "Miscellaneous - Notices" below. If Customer notifies Khan Academy as required, then the Customer will remain governed by the TOS in effect immediately prior to the change until the end of the then current term of the Agreement. If the Service is renewed, it will be renewed under Khan Academy's then current TOS and Khan Academy TOS. Disputes arising under the TOS will be resolved in accordance with the version of the TOS in place at the time the dispute arose.

12. Termination.

12.1 Termination by Customer. Customer's only remedy with respect to any dissatisfaction with (i) the App, (ii) any term of the TOS or the Khan Academy TOS, (iii) the level of Classroom Service we provide, (iv) any policy or practice of Khan Academy in operating the App or Classroom Service, or (v) any content or information transmitted through the App, is to terminate the TOS and your account. You may terminate this Agreement at any time by providing written notice to your designated account representative. Unless otherwise provided for herein, all cancellations requested before the end of the then-current term will be effective at the end of the current term. Unless Customer otherwise directs Khan Academy in writing, termination of Classroom Service will not result in deletion of School Accounts or data held in such Accounts. Accounts may be deleted in accordance with Khan Academy's standard processes.

12.2 No Refunds. Customer understands and agrees that, except in the case of cessation of App services, a termination at the option of Khan Academy pursuant to Section 9, or to the extent required by applicable law, fees will not be refunded in the event of Customer's early cancellation or notice of cancellation of the Agreement. In the event of an early cancellation due to cessation of App services, or to the extent required by applicable law, Customer is responsible for all amounts due and payable before the date of early cancellation without proration or to the greatest extent permitted by law. The parties agree that Khan Academy's efforts in connection with account set-up, rostering and implementation are front-loaded and for that reason, proration of fees in the event of early cancellation is not necessary or appropriate.

12.3 Termination by Khan Academy. Khan Academy reserves the right to terminate the Classroom Service at any time if Customer does not comply with the TOS, including in the case of non-payment. Khan Academy may terminate any User Account (or any part thereof) in accordance with the Khan Academy TOS, and reserves the right at any time and from time to time to modify or temporarily discontinue the App (or any part thereof) with or without notice. These remedies are in addition to any other remedies Khan Academy may have at law or in equity.

12.4 Dashboard Access. If and when the data dashboard feature is introduced, Admin Account access to the data dashboard will be terminated at the end of the subscription term, unless the account has been renewed. Upon termination, Khan Academy may delete Admin Accounts and associated LEA-level dashboard data in accordance with this Agreement and the Privacy Policy. It is Customer's sole responsibility to request renewal of the Agreement to maintain continued access to the account and its associated data.

13. Miscellaneous.

13.1 Notices. Any notice required under this Agreement shall be in writing and effective when (i) delivered personally against receipt, (ii) deposited in the mail and registered or certified with return receipt requested, postage prepaid, (iii) shipped by a recognized courier service and addressed to either party as designated in this Agreement, (iv) delivered by email to the email address specified on herein, or (v) when delivered via any of the foregoing at such other address as may be provided by the recipient in accordance with this section.

Address for Notices to Khan Academy:

Khan Academy, Inc.
P.O. Box 1630
Mountain View, CA 94042
Email: khankidspartners@khanacademy.org, with a copy to notices@khanacademy

Notices to Customer shall be sent to the email and/or mailing address set forth on the signature page hereto, or if left blank, the address on file with Khan Academy.

13.2 Waiver. The failure of Khan Academy to exercise or enforce any right or provision of the TOS will not constitute a waiver of such right or provision. Any waiver of any provision of the TOS will be effective only if in writing and signed by Khan Academy.

13.3 Governing Law and Venue. Notwithstanding anything to the contrary, the Uniform Commercial Code, and Uniform Computer Information Transactions Act are specifically disclaimed and do not apply to this Agreement. Notwithstanding this, Khan Academy shall still be allowed to apply for injunctive or other equitable relief to protect or enforce its intellectual property rights in any court of competent jurisdiction.

- 13.4 Dispute Resolution. In the event of a Dispute, you or Khan Academy must give the other a written statement that sets forth the name, address, and contact information of the party giving it, the facts giving rise to the Dispute, and a proposed solution (a “**Notice of Dispute**”). Any Notice of Dispute must be sent as provided in Section 13.1. You and Khan Academy will attempt in good faith to resolve any Dispute through informal negotiation within sixty (60) days from the date the Notice of Dispute is sent. After sixty (60) days, you or Khan Academy may commence legal proceedings.
- 13.5 Severability. If any provision of the TOS is held to be unlawful, void, or for any reason unenforceable, then that provision will be limited or eliminated from the TOS to the minimum extent necessary and will not affect the validity and enforceability of any remaining provisions.
- 13.6 Assignment. Customer may not assign this Agreement to any third party without Khan Academy's prior written consent, which consent shall not be unreasonably withheld. This Agreement binds and inures to the benefit of each party and its respective successors and approved assigns, if any.
- 13.7 No Third-Party Beneficiaries. The parties do not intend to confer any right or remedy on any third party.
- 13.8 Representation of Signatories. Each person signing this Agreement and any purchase order or other contract for services governed hereby represents and warrants that such person is duly authorized and has legal capacity to execute and deliver such agreement for its respective party.
- 13.9 Counterparts. The parties may execute this Agreement in counterparts, each of which is an original, and the counterparts constitute one and the same Agreement. The parties may also deliver and accept facsimile or electronically scanned signatures, which bind a party as if the signature were an original.
- 13.10 Entire Agreement. This Agreement and any separate Data Protection Agreement entered into by and between Customer and Khan Academy contains the entire understanding of the parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and agreements, whether written or oral, between the parties with respect to the subject matter of this Agreement. The terms of this Agreement apply to all order documents, including but not limited to purchase orders, accepted by Khan Academy, and this Agreement will supersede any inconsistent or different pre-printed terms of any such order document.
- 13.11 Survival. Upon termination of the TOS, any provision which, by its nature or express terms should survive, will survive such termination or expiration, including, but not limited to, Sections 1.3, 2.3, 3.2, 3.6, 4, 5, 6, 7, 8, 10, 12.2, 13.1, 13.2, 13.3, 13.4, 13.5, 13.7, 13.8, 13.10. and 13.11.

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ATTACHMENT B: EDUCURATION MARKETING FORM

Region 10 ESC has partnered with EdCuration, a marketplace for connecting education software companies with educators to help foster collaborative solutions to today's education challenges. EdCuration will assist

| Exceptions to the Region 10 Terms and Conditions (pages 17-26 of the RFP packet) | | |
|---|---|---|
| Item # | Item Name | Mutually Agreed Upon Change(s) |
| 1.4 | Customer Support | The Vendor Contract shall address this provision where Vendor seeks to clarify that it shall exercise commercially reasonable efforts to respond to support tickets in a timely fashion. Technical support is provided by Vendor's customer support team via its online help center. |
| 2 | Anticipated Term of Agreement | Vendor seeks to clarify that Region 10 ESC's (any Member's, and any participating entity's) right to renew the Vendor Contract beyond the initial term (one year) is subject to the mutual agreement of the parties. |
| 3.3; 9.1; 9.4 | Offeror's Promise; Best Price Guarantee; Price Reduction and Adjustment | Region 10 acknowledges that each customer contract is unique, and thereby these Articles 3.3 and 9.1 are intentionally omitted. The following is added to the end of Article 9.4: "Notwithstanding anything to the contrary, such price reductions apply to the extent the EdTech members meet the same qualifications and requirements for any given price reduction." Vendor seeks to clarify that its product offerings include training that is generally provided for a fee. Additional training (and the associated cost, if any) should thus be addressed in Supplemental Contracts between Vendor and the Member (or the participating entity). Vendor further seeks to clarify that pricing may differ depending on implementation variances (e.g., size of school districts, number of school personnel, timing, etc.). Region 10 clarifies that any products or services offered to EdTech members must be priced in Attachment B. Any training not included in the original submission may be added to the contract pricing subject to the terms of Article 11.3 of these terms and conditions. |
| 4.2 | Formation of Contract | Vendor seeks to clarify that the Vendor Contract applies only to the Khan Academy Kids Classroom service ("Classroom Service"). Other products and services are not covered by the Vendor Contract. Additionally, the use of the Classroom Service is governed by the Khan Kids Classroom Terms of Service (included as Attachment 1 here). Vendor's proposal is subject to Vendor's approval of any proposed modification to, or rejection of, any term of the Khan Kids Classroom Terms of Service and these exceptions/deviations. |
| 4.4; 4.5 | Assignment of Contract; Novation | Vendor preserves the opportunity to negotiate the final form of any assignment and novation provision included in the Vendor Contract. As an alternative, Vendor offers the following: "Except in the event of a merger, sale or acquisition involving Vendor, Vendor may not assign this Agreement to any third party without notice to Region 10 ESC." |
| 4.8 | Supplemental Agreements | For clarity, use of the Classroom Service is governed by the Khan Kids Classroom Terms of Service, whereby Vendor and the entity participating in the Region 10 ESC Contract shall enter into a Supplemental Agreement with the Khan Kids Classroom Terms of Service. |
| 5.1; 5.2; 5.4 | Cancellation for Cause; Delivery/Service | Vendor preserves the opportunity to negotiate the final form of any termination right in the Vendor Contract, providing for a reasonable notice period and an opportunity to cure. Vendor seeks to clarify that |

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| | failures; Cancellation for Convenience | Region 10 ESC’s Members and participating entities will provide notice of termination as soon as practicable after an event of non-appropriation. Region 10 agrees to add the following language to Articles 5.1 and 5.2: “Region 10 must give the Vendor thirty (30) calendar days’ notice of deficiency, during which time the Vendor will have an opportunity to cure the deficiency identified in the written notice.” Further, Article 5.4 is amended such that any additional items sought will be addressed through a Member executing an additional order form with Vendor. Members are responsible for all amounts due and payable before the date of early cancellation without proration. For clarity, if a Member exercises cancellation for convenience, fees will not be refunded. The parties acknowledge that Khan Academy’s efforts in connection with account set-up, rostering and implementation are front-loaded and for that reason, proration of fees in the event of early cancellation is not necessary or appropriate. |
| 7 | 7 Delivery Provisions | Vendor seeks to clarify that these sections do not apply, as the services are provided online and the Vendor Contract does not include the delivery of physical goods. |
| 10 | Pricing Audit | Vendor preserves the opportunity to negotiate the final form of any inspection or audit rights included in the Vendor Contract. Vendor seeks to confirm that the scope of the audit is limited to financial books and records pertaining to purchases made by Region 10 ESC and entities that utilize the Agreement to make purchases (i.e. records of the services purchased, dates of service and associated charges). Any audit will be conducted remotely via electronic delivery of requested documents. All reasonable efforts will be made to conduct any audit internally. Vendor will not be responsible for Region 10’s engagement of a third party auditor. |
| 11.6; 12.3 | Warranty; Indemnity | Vendor takes exception to these sections. Warranties applicable to Classroom Services are limited to those set forth in the Khan Kids Classroom Terms of Service. The parties agree that the indemnity in Section 12.3 is limited to acts of fraud, misstatements, or similar acts of malfeasance by the vendor, vendor employees or vendor subcontractors in the solicitation and contracting process, and do not apply to delivery of Classroom Services or use of the App. With respect to the Classroom Services and the App, Vendor’s liability and indemnification obligations are subject to the limitations and procedural requirements set forth in the Khan Kids Classroom Terms of Service. |
| 12.5 | Marketing | Vendor seeks to clarify that it is permitted to include the Member or participating entity among Vendor’s other customers in Vendor’s customer list, for use in promotional materials or philanthropic impact reports unless expressly prohibited by the Member. |
| 12.6 | Certificates of Insurance | Vendor notes that certain insurance provisions (e.g., automobile) are inapplicable to an online service provider, and thus reserves the right to negotiate insurance requirements that correspond to the nature of the Service provided. Carrier notification obligations are subject to |

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| | | agreement with the carrier. Notwithstanding anything to the contrary, such insurance clauses do not modify any applicable limitation of liabilities or indemnification limits. Additionally, Vendor seeks to clarify that any insurance matter should be by and between insurance providers, such that no waiver of subrogation applies. |
| 12.7 | Legal Obligations | <p>Vendor seeks to clarify that this section shall be mutual. Region 10 ESC Members and participating entities are responsible for providing notices to, and obtaining any required consents from, parents or guardians regarding the creation of website accounts and provision of Classroom Services (or satisfying an exemption from notice and consent requirements) including under FERPA and COPPA.</p> <p>With respect to Region 10 ESC’s Members (or participating entity)-specific rules or regulations (including proposed terms in purchase orders), the terms of the Vendor Contract shall be deemed in compliance, and Vendor shall not be required to comply with rules and regulations to the extent: (i) inapplicable to the nature of the services; or (ii) Vendor is not afforded an opportunity to review and confirm its compliance.</p> |
| Appendix D | DOC #1: Clean Air and Water Act; Doc #10: Federal Funds Certification Form | Vendor notes that Doc #1 (Clean Air and Water Act) and a number of the provisions in Doc #10 (Federal Funds Certification Form) are inapplicable to its services (e.g., Davis-Bacon Act; Contract Work Hours and Safety Standards Act; Right to Inventions Made Under a Contract or Agreement; Clean Air Act and Federal Water Pollution Control Act; Procurement of Recovered Materials; Domestic Preference). Vendor does not offer construction services, provide physical goods, or utilize mechanics or laborers. Rights to Inventions Made Under a Contract or Agreement is not applicable, because the services are commercial-off-the-shelf offerings and no development is contemplated in licensing such services to Region 10 ESC’s Members. Additionally, notwithstanding anything to the contrary, the Uniform Commercial Code, and Uniform Computer Information Transactions Act are specifically disclaimed and do not apply to this contract. |

Upon mutual agreement to the exceptions listed above, Region 10 will countersign the Vendor Contract Signature page and incorporate these exceptions to the Terms and Conditions into the Vendor Contract.

Region 10 ESC in marketing EdTech Exchange contracts to members in Texas and across the nation.

To that end, awarded vendors will receive a vendor page on EdCuration’s website which will advertise the awarded vendor’s products and services, a digital badge, showing that the vendor has an awarded Region 10 ESC contract purchasing vehicle, host the contract due diligence provided by Region 10 ESC that EdTech Exchange members will need to verify the procurement process, and provide the ability for members to purchase the awarded vendor’s products directly through the EdCuration website or easily request a quote from the vendor depending on the complexity of the awarded vendor’s pricing.

Please state your company’s agreement to work with EdCuration to provide your logo, company and product information, and to designate a sales lead for this contract who can handle leads and sales made through the EdCuration website, in order to most easily facilitate sales to Region 10 and beyond:

We Agree to manage our product page on EdCuration.com.

We would like to discuss listing requirements with EdCuration

ATTACHMENT C: STATE NOTICE

Pursuant to certain state notice provisions, including but not limited to Oregon Revised Statutes Chapter 279A.220, the following public agencies and political subdivisions of the referenced public agencies are eligible to register with EdTech Exchange and access the Vendor Contract award made pursuant to this solicitation, and hereby given notice of the foregoing Request for Proposal for purposes of complying with the procedural requirements of said statutes:

Nationwide:

| | | | | |
|----------------------|-------------------|------------------------|-------------------------|-----------------------|
| State of Alabama | State of Hawaii | State of Massachusetts | State of New Mexico | State of South Dakota |
| State of Alaska | State of Idaho | State of Michigan | State of New York | State of Tennessee |
| State of Arizona | State of Illinois | State of Minnesota | State of North Carolina | State of Texas |
| State of Arkansas | State of Indiana | State of Mississippi | State of North Dakota | State of Utah |
| State of California | State of Iowa | State of Missouri | State of Ohio | State of Vermont |
| State of Colorado | State of Kansas | State of Montana | State of Oklahoma | State of Virginia |
| State of Connecticut | State of Kentucky | State of Nebraska | State of Oregon | State of Washington |

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|----------------------|--------------------|------------------------|-------------------------|------------------------|
| State of Delaware | State of Louisiana | State of Nevada | State of Pennsylvania | State of West Virginia |
| State of Florida | State of Maine | State of New Hampshire | State of Rhode Island | State of Wisconsin |
| State of Georgia | State of Maryland | State of New Jersey | State of South Carolina | State of Wyoming |
| District of Columbia | | | | |

Lists of political subdivisions and local governments in the above referenced states/districts may be found at http://www.usa.gov/Agencies/State_and_Territories.shtml and <https://www.usa.gov/local-governments>.

Certain Public Agencies and Political Subdivisions:

CITIES, TOWNS, VILLAGES AND BOROUGHES INCLUDING BUT NOT LIMITED TO:

BAKER CITY GOLF COURSE, OR CITY OF ADAIR VILLAGE, CITY OF COBURG, OR
OR CITY OF ASHLAND, OR CITY OF CONDON, OR
CITY OF AUMSVILLE, OR CITY OF AURORA, OR CITY OF COQUILLE, OR
CITY OF BAKER, OR CITY OF CORVALLI, OR
CITY OF BATON ROUGE, LA CITY OF BEAVERTON, OR CITY OF CORVALLIS PARKS AND RECREATION
CITY OF BEND, OR DEPARTMENT, OR
CITY OF BOARDMAN, OR CITY OF BONANAZA, OR CITY CITY OF COTTAGE GROVE, OR
OF BOSSIER CITY, LA CITY OF BROOKINGS, OR CITY OF CITY OF DONALD, OR
BURNS, OR CITY OF EUGENE, OR
CITY OF CANBY, OR CITY OF FOREST GROVE, OR
CITY OF CANYONVILLE, OR CITY OF GOLD HILL, OR
CITY OF CLATSKANIE, OR
CITY OF GRANTS PASS, OR CITY OF PILOT ROCK, OR
CITY OF GRESHAM, OR CITY OF PORTLAND, OR
CITY OF HILLSBORO, OR CITY OF POWERS, OR
CITY OF INDEPENDENCE, OR CITY CITY OF PRINEVILLE, OR
AND COUNTY OF HONOLULU, HI CITY CITY OF REDMOND, OR
OF KENNER, LA CITY OF REEDSPORT, OR
CITY OF LA GRANDE, OR CITY OF RIDDLE, OR
CITY OF LAFAYETTE, LA CITY OF ROGUE RIVER, OR
CITY OF LAKE CHARLES, OR CITY OF ROSEBURG, OR
CITY OF LEBANON, OR CITY OF SALEM, OR
CITY OF MCMINNVILLE, OR CITY OF SANDY, OR
CITY OF MEDFORD, OR CITY OF SCAPPOOSE, OR
CITY OF METAIRIE, LA CITY OF SHADY COVE, OR
CITY OF MILL CITY, OR CITY OF SHERWOOD, OR
CITY OF MILWAUKIE, OR CITY OF SHREVEPORT, LA
CITY OF MONROE, LA CITY OF SILVERTON, OR
CITY OF MOSIER, OR CITY OF SPRINGFIELD, OR
CITY OF NEW ORLEANS, LA CITY OF ST. HELENS, OR
CITY OF NORTH PLAINS, OR CITY OF ST. PAUL, OR
CITY OF OREGON CITY, OR CITY OF SULPHUR, LA

CITY OF TIGARD, OR
CITY OF TROUTDALE, OR
CITY OF TUALATIN, OR
CITY OF WALKER, LA
CITY OF WARRENTON, OR
CITY OF WEST LINN, OR
CITY OF WILSONVILLE, OR
CITY OF WINSTON, OR
CITY OF WOODBURN, OR
LEAGUE OF OREGON CITIES
THE CITY OF HAPPY VALLEY OREGON
ALPINE, UT
ALTA, UT
ALTAMONT, UT

ALTON, UT
AMALGA, UT
AMERICAN FORK CITY, UT
ANNABELLA, UT
ANTIMONY, UT
APPLE VALLEY, UT
AURORA, UT
BALLARD, UT
BEAR RIVER CITY, UT
BEAVER, UT
BICKNELL, UT
BIG WATER, UT
BLANDING, UT
BLUFFDALE, UT
BOULDER, UT
CITY OF BOUNTIFUL, UT
BRIAN HEAD, UT
BRIGHAM CITY CORPORATION, UT
BRYCE CANYON CITY, UT
CANNONVILLE, UT
CASTLE DALE, UT

ESCALANTE, UT
EUREKA, UT
FAIRFIELD, UT
FAIRVIEW, UT
FARMINGTON, UT
FARR WEST, UT
FAYETTE, UT
FERRON, UT
FIELDING, UT
FILLMORE, UT
FOUNTAIN GREEN, UT
FRANCIS, UT
FRUIT HEIGHTS, UT
GARDEN CITY, UT
GARLAND, UT
GENOLA, UT
GLENDALE, UT
GLENWOOD, UT
GOSHEN, UT

CASTLE VALLEY, UT
CITY OF CEDAR CITY, UT
CEDAR FORT, UT
CITY OF CEDAR HILLS, UT
CENTERFIELD, UT
CENTERVILLE CITY CORPORATION, UT
CENTRAL VALLEY, UT
CHARLESTON, UT
CIRCLEVILLE, UT
CLARKSTON, UT
CLAWSON, UT
CLEARFIELD, UT
CLEVELAND, UT
CLINTON CITY CORPORATION, UT
COALVILLE, UT
CORINNE, UT
CORNISH, UT
COTTONWOOD HEIGHTS, UT
DANIEL, UT
DELTA, UT
DEWEYVILLE, UT
DRAPER CITY, UT
DUCHESNE, UT
EAGLE MOUNTAIN, UT
EAST CARBON, UT
ELK RIDGE, UT
ELMO, UT
ELSINORE, UT
ELWOOD, UT
EMERY, UT
ENOCH, UT
ENTERPRISE, UT
EPHRAIM, UT

GRANTSVILLE, UT
GREEN RIVER, UT
GUNNISON, UT
HANKSVILLE, UT
HARRISVILLE, UT
HATCH, UT
HEBER CITY CORPORATION, UT
HELPER, UT
HENEFER, UT
HENRIEVILLE, UT
HERRIMAN, UT
HIDEOUT, UT
HIGHLAND, UT
HILDALE, UT
HINCKLEY, UT
HOLDEN, UT
HOLLADAY, UT
HONEYVILLE, UT
HOOPER, UT

HOWELL, UT
 HUNTINGTON, UT
 HUNTSVILLE, UT
 CITY OF HURRICANE,
 UT HYDE PARK, UT
 HYRUM, UT
 INDEPENDENCE, UT
 IVINS, UT
 JOSEPH, UT
 JUNCTION, UT
 KAMAS, UT
 KANAB, UT
 KANARRAVILLE, UT
 KANOSH, UT
 KAYSVILLE, UT
 KINGSTON, UT
 KOOSHAREM, UT
 LAKETOWN, UT
 LA VERKIN, UT
 LAYTON, UT
 LEAMINGTON, UT
 LEEDS, UT
 LEHI CITY CORPORATION, UT
 LEVAN, UT
 LEWISTON, UT
 LINDON, UT
 LOA, UT
 LOGAN CITY, UT
 LYMAN, UT
 LYNNDYL, UT
 MANILA, UT
 MANTI, UT
 MANTUA, UT
 MAPLETON, UT
 MARRIOTT-SLATERVILLE, UT
 MARYSVALE, UT
 PARAGONAH, UT
 PARK CITY, UT
 PAROWAN, UT
 PAYSON, UT
 PERRY, UT
 PLAIN CITY, UT
 PLEASANT GROVE CITY, UT
 PLEASANT VIEW, UT
 PLYMOUTH, UT
 PORTAGE, UT
 PRICE, UT
 PROVIDENCE, UT
 PROVO, UT
 RANDOLPH, UT
 REDMOND, UT
 RICHFIELD, UT
 RICHMOND, UT
 RIVERDALE, UT
 MAYFIELD, UT
 MEADOW, UT
 MENDON, UT
 MIDVALE CITY INC., UT
 MIDWAY, UT
 MILFORD, UT
 MILLVILLE, UT
 MINERSVILLE, UT
 MOAB, UT
 MONA, UT
 MONROE, UT
 CITY OF MONTICELLO, UT
 MORGAN, UT
 MORONI, UT
 MOUNT PLEASANT, UT
 MURRAY CITY CORPORATION, UT
 MYTON, UT
 NAPLES, UT
 NEPHI, UT
 NEW HARMONY, UT
 NEWTON, UT
 NIBLEY, UT
 NORTH LOGAN, UT
 NORTH OGDEN, UT
 NORTH SALT LAKE CITY, UT
 OAK CITY, UT
 OAKLEY, UT
 OGDEN CITY CORPORATION, UT
 OPHIR, UT
 ORANGEVILLE, UT
 ORDERVILLE, UT
 OREM, UT
 PANGUITCH, UT
 PARADISE, UT
 RIVER HEIGHTS, UT
 RIVERTON CITY, UT
 ROCKVILLE, UT
 ROCKY RIDGE, UT
 ROOSEVELT CITY CORPORATION, UT
 ROY, UT
 RUSH VALLEY, UT
 CITY OF ST. GEORGE, UT
 SALEM, UT
 SALINA, UT
 SALT LAKE CITY CORPORATION, UT
 SANDY, UT
 SANTA CLARA, UT
 SANTAQUIN, UT
 SARATOGA SPRINGS, UT
 SCIPIO, UT
 SCOFIELD, UT
 SIGURD, UT

SMITHFIELD, UT
SNOWVILLE, UT
CITY OF SOUTH JORDAN, UT
SOUTH OGDEN, UT

COUNTIES AND PARISHES INCLUDING BUT NOT

LIMITED TO: ASCENSION PARISH, LA
ASCENSION PARISH, LA, CLEAR OF COURT
CADDO PARISH, LA
CALCASIEU PARISH, LA
CALCASIEU PARISH SHERIFF'S OFFICE, LA
CITY AND COUNTY OF HONOLULU, HI
CLACKAMAS COUNTY, OR
CLACKAMAS COUNTY DEPT OF TRANSPORTATION,
OR CLATSOP COUNTY, OR
COLUMBIA COUNTY, OR
COOS COUNTY, OR
COOS COUNTY HIGHWAY DEPARTMENT, OR
CITY OF SOUTH SALT LAKE, UT
SOUTH WEBER, UT
SPANISH FORK, UT
SPRING CITY, UT
SPRINGDALE, UT
SPRINGVILLE, UT
STERLING, UT
STOCKTON, UT
SUNNYSIDE, UT
SUNSET CITY CORP, UT
SYRACUSE, UT
TABIONA, UT
CITY OF TAYLORSVILLE, UT
TOOELE CITY CORPORATION, UT TOQUERVILLE, UT
TORREY, UT
TREMONTON CITY, UT
TRENTON, UT
TROPIC, UT
HOOD RIVER COUNTY, OR
JACKSON COUNTY, OR
JEFFERSON COUNTY, OR
JEFFERSON PARISH, LA
JOSEPHINE COUNTY GOVERNMENT, OR
LAFAYETTE CONSOLIDATED GOVERNMENT, LA
LAFAYETTE PARISH, LA
LAFAYETTE PARISH CONVENTION & VISITORS
COMMISSION
LAFOURCHE PARISH, LA
KAUAI COUNTY, HI
KLAMATH COUNTY, OR
LAKE COUNTY, OR
LANE COUNTY, OR
LINCOLN COUNTY, OR
LINN COUNTY, OR
LIVINGSTON PARISH, LA
MALHEUR COUNTY, OR

UINTAH, UT
VERNAL CITY, UT
VERNON, UT
VINEYARD, UT
VIRGIN, UT
WALES, UT
WALLSBURG, UT
WASHINGTON CITY, UT
WASHINGTON TERRACE, UT
WELLINGTON, UT
WELLSVILLE, UT
WENDOVER, UT
WEST BOUNTIFUL, UT
WEST HAVEN, UT
WEST JORDAN, UT
WEST POINT, UT
WEST VALLEY CITY, UT
WILLARD, UT
WOODLAND HILLS, UT
WOODRUFF, UT
WOODS CROSS, UT

COUNTY OF HAWAII, OR
CROOK COUNTY, OR
CROOK COUNTY ROAD DEPARTMENT, OR CURRY
COUNTY, OR
DESCHUTES COUNTY, OR
DOUGLAS COUNTY, OR
EAST BATON ROUGE PARISH, LA GILLIAM COUNTY,
OR
GRANT COUNTY, OR
HARNEY COUNTY, OR
HARNEY COUNTY SHERIFFS OFFICE, OR HAWAII
COUNTY, HI

MAUI COUNTY, HI
MARION COUNTY, SALEM, OR
MORROW COUNTY, OR
MULTNOMAH COUNTY, OR
MULTNOMAH COUNTY BUSINESS AND COMMUNITY
SERVICES, OR
MULTNOMAH COUNTY SHERIFFS OFFICE, OR
MULTNOMAH LAW LIBRARY, OR
ORLEANS PARISH, LA
PLAQUEMINES PARISH, LA
POLK COUNTY, OR
RAPIDES PARISH, LA
SAINT CHARLES PARISH, LA
SAINT CHARLES PARISH PUBLIC SCHOOLS, LA
SAINT LANDRY PARISH, LA
SAINT TAMMANY PARISH, LA
SHERMAN COUNTY, OR
TERREBONNE PARISH, LA

TILLAMOOK COUNTY, OR
TILLAMOOK COUNTY SHERIFF'S OFFICE, OR
TILLAMOOK COUNTY GENERAL HOSPITAL, OR
UMATILLA COUNTY, OR
UNION COUNTY, OR
WALLOWA COUNTY, OR
WASCO COUNTY, OR
WASHINGTON COUNTY, OR
WEST BATON ROUGE PARISH, LA
WHEELER COUNTY, OR
YAMHILL COUNTY, OR
COUNTY OF BOX ELDER, UT
COUNTY OF CACHE, UT
COUNTY OF RICH, UT
COUNTY OF WEBER, UT
COUNTY OF MORGAN, UT
COUNTY OF DAVIS, UT
COUNTY OF SUMMIT, UT
COUNTY OF DAGGETT, UT
COUNTY OF SALT LAKE, UT
COUNTY OF TOOELE, UT

COUNTY OF UTAH, UT
COUNTY OF WASATCH, UT
COUNTY OF DUCHESNE, UT
COUNTY OF Uintah, UT
COUNTY OF CARBON, UT
COUNTY OF SANPETE, UT
COUNTY OF JUAB, UT
COUNTY OF MILLARD, UT
COUNTY OF SEVIER, UT
COUNTY OF EMERY, UT
COUNTY OF GRAND, UT
COUNTY OF BEVER, UT
COUNTY OF PIUTE, UT
COUNTY OF WAYNE, UT
COUNTY OF SAN JUAN, UT
COUNTY OF GARFIELD, UT
COUNTY OF KANE, UT
COUNTY OF IRON, UT
COUNTY OF WASHINGTON, UT

OTHER AGENCIES INCLUDING ASSOCIATIONS, BOARDS, DISTRICTS, COMMISSIONS, COUNCILS, PUBLIC CORPORATIONS, PUBLIC DEVELOPMENT AUTHORITIES, RESERVATIONS AND UTILITIES INCLUDING BUT NOT LIMITED

TO:

BANKS FIRE DISTRICT, OR
BATON ROUGE WATER COMPANY
BEND METRO PARK AND RECREATION DISTRICT
BIENVILLE PARISH FIRE PROTECTION DISTRICT 6, LA
BOARDMAN PARK AND RECREATION DISTRICT
CENTRAL CITY ECONOMIC OPPORTUNITY CORP, LA
CENTRAL OREGON INTERGOVERNMENTAL COUNCIL
CITY OF BOGALUSA SCHOOL BOARD, LA
CLACKAMAS RIVER WATER
CLATSKANIE PEOPLE'S UTILITY DISTRICT
CLEAN WATER SERVICES
CONFEDERATED TRIBES OF THE UMATILLA INDIAN
LAFOURCHE PARISH HEALTH UNIT – DHH-OPH REGION
3
LOUISIANA PUBLIC SERVICE COMMISSION,
LA LOUISIANA WATER WORKS
MEDFORD WATER COMMISSION
MELHEUR COUNTY JAIL, OR
METRO REGIONAL GOVERNMENT
METRO REGIONAL PARKS
METROPOLITAN EXPOSITION RECREATION
COMMISSION
METROPOLITAN SERVICE DISTRICT (METRO)
MULTNOMAH EDUCATION SERVICE DISTRICT
NEW ORLEANS REDEVELOPMENT AUTHORITY, LA
NORTHEAST OREGON HOUSING AUTHORITY, OR
PORT OF BRANDON, OR
PORT OF MORGAN CITY, LA
PORTLAND DEVELOPMENT COMMISSION,

RESERVATION
COOS FOREST PROTECTIVE ASSOCIATION
CHEHALEM PARK AND RECREATION DISTRICT
DAVID CROCKETT STEAM FIRE COMPANY #1, LA
EUGENE WATER AND ELECTRIC BOARD
HONOLULU INTERNATIONAL AIRPORT
HOODLAND FIRE DISTRICT #74
HOUSING AUTHORITY OF PORTLAND
ILLINOIS VALLEY FIRE DISTRICT
LAFAYETTE AIRPORT COMMISSION, LA

OR PORTLAND FIRE AND RESCUE
PORTLAND HOUSING CENTER, OR

K-12 INCLUDING BUT NOT LIMITED TO:

ACADIA PARISH SCHOOL BOARD
BEAVERTON SCHOOL DISTRICT
BEND-LA PINE SCHOOL DISTRICT
BOGALUSA HIGH SCHOOL, LA
BOSSIER PARISH SCHOOL BOARD
BROOKING HARBOR SCHOOL DISTRICT
CADDO PARISH SCHOOL DISTRICT
CALCASIEU PARISH SCHOOL DISTRICT
CANBY SCHOOL DISTRICT
CANYONVILLE CHRISTIAN ACADEMY
CASCADE SCHOOL DISTRICT
CASCADES ACADEMY OF CENTRAL OREGON

CENTENNIAL SCHOOL DISTRICT
CENTRAL CATHOLIC HIGH SCHOOL
CENTRAL POINT SCHOOL DISTRICT NO.6
CENTRAL SCHOOL DISTRICT 13J
COOS BAY SCHOOL DISTRICT NO.9
CORVALLIS SCHOOL DISTRICT 509J
COUNTY OF YAMHILL SCHOOL DISTRICT 29
CULVER SCHOOL DISTRICT
DALLAS SCHOOL DISTRICT NO.2
DAVID DOUGLAS SCHOOL DISTRICT
DAYTON SCHOOL DISTRICT NO.8
DE LA SALLE N CATHOLIC HS
DESCHUTES COUNTY SCHOOL DISTRICT
NO.6 DOUGLAS EDUCATIONAL DISTRICT
SERVICE DUFUR SCHOOL DISTRICT NO.29
EAST BATON ROUGE PARISH SCHOOL DISTRICT
ESTACADA SCHOOL DISTRICT NO.10B
FOREST GROVE SCHOOL DISTRICT
GEORGE MIDDLE SCHOOL
GLADSTONE SCHOOL DISTRICT
OREGON COAST COMMUNITY ACTION
OREGON HOUSING AND COMMUNITY SERVICES
OREGON LEGISLATIVE ADMINISTRATION
ROGUE VALLEY SEWER, OR
SAINT LANDRY PARISH TOURIST COMMISSION
SAINT MARY PARISH REC DISTRICT 2
SAINT MARY PARISH REC DISTRICT 3
SAINT TAMMANY FIRE DISTRICT 4, LA
SALEM MASS TRANSIT DISTRICT
SEWERAGE AND WATER BOARD OF NEW ORLEANS, LA
SOUTH LAFOURCHE LEVEE DISTRICT, LA
TRI-COUNTY METROPOLITAN TRANSPORTATION
DISTRICT OF OREGON
TUALATIN HILLS PARK & RECREATION DISTRICT
TUALATIN VALLEY FIRE & RESCUE
TUALATIN VALLEY WATER DISTRICT
WILLAMALANE PARK AND RECREATION DISTRICT
MYRTLE PINT SCHOOL DISTRICT 41
NEAH-KAH-NIE DISTRICT NO.56
NEWBERG PUBLIC SCHOOLS
NESTUCCA VALLEY SCHOOL DISTRICT NO.101
NOBEL LEARNING COMMUNITIES
NORTH BEND SCHOOL DISTRICT 13
NORTH CLACKAMAS SCHOOL DISTRICT
NORTH DOUGLAS SCHOOL DISTRICT
NORTH WASCO CITY SCHOOL DISTRICT 21
NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT
ONTARIO MIDDLE SCHOOL
OREGON TRAIL SCHOOL DISTRICT NOA6
ORLEANS PARISH SCHOOL DISTRICT
PHOENIX-TALENT SCHOOL DISTRICT NOA
PLEASANT HILL SCHOOL DISTRICT
PORTLAND JEWISH ACADEMY
PORTLAND PUBLIC SCHOOLS

WILLAMETTE HUMANE SOCIETY
GRANTS PASS SCHOOL DISTRICT 7
GREATER ALBANY PUBLIC SCHOOL DISTRICT
GRESHAM BARLOW JOINT SCHOOL DISTRICT
HEAD START OF LANE COUNTY
HIGH DESERT EDUCATION SERVICE DISTRICT
HILLSBORO SCHOOL DISTRICT
HOOD RIVER COUNTY SCHOOL DISTRICT
JACKSON CO SCHOOL DIST NO.9
JEFFERSON COUNTY SCHOOL DISTRICT 509-J
JEFFERSON PARISH SCHOOL DISTRICT
JEFFERSON SCHOOL DISTRICT
JUNCTION CITY SCHOOLS, OR
KLAMATH COUNTY SCHOOL DISTRICT
KLAMATH FALLS CITY SCHOOLS
LAFAYETTE PARISH SCHOOL DISTRICT
LAKE OSWEGO SCHOOL DISTRICT 7J
LANE COUNTY SCHOOL DISTRICT 4J
LINCOLN COUNTY SCHOOL DISTRICT
LINN CO. SCHOOL DIST. 95C
LIVINGSTON PARISH SCHOOL DISTRICT
LOST RIVER JR/SR HIGH SCHOOL
LOWELL SCHOOL DISTRICT NO.71
MARION COUNTY SCHOOL DISTRICT
MARION COUNTY SCHOOL DISTRICT 103
MARIST HIGH SCHOOL, OR
MCMINNVILLE SCHOOL DISTRICT NOAO
MEDFORD SCHOOL DISTRICT 549C
MITCH CHARTER SCHOOL
MONROE SCHOOL DISTRICT NO.1J
MORROW COUNTY SCHOOL DIST, OR
MULTNOMAH EDUCATION SERVICE DISTRICT
MULTISENSORY LEARNING ACADEMY
RAPIDES PARISH SCHOOL DISTRICT
REDMOND SCHOOL DISTRICT
REYNOLDS SCHOOL DISTRICT
ROGUE RIVER SCHOOL DISTRICT
ROSEBURG PUBLIC SCHOOLS
SCAPPOOSE SCHOOL DISTRICT 1J
SAINT TAMMANY PARISH SCHOOL BOARD, LA
SEASIDE SCHOOL DISTRICT 10
SHERWOOD SCHOOL DISTRICT 88J
SILVER FALLS SCHOOL DISTRICT 4J
SOUTH LANE SCHOOL DISTRICT 45J3
SOUTHERN OREGON EDUCATION SERVICE DISTRICT
SPRINGFIELD PUBLIC SCHOOLS
SUTHERLIN SCHOOL DISTRICT
SWEET HOME SCHOOL DISTRICT NO.55
TERREBONNE PARISH SCHOOL DISTRICT
THE CATLIN GABEL SCHOOL

TIGARD-TUALATIN SCHOOL DISTRICT
UMATILLA MORROW ESD
WEST LINN WILSONVILLE SCHOOL DISTRICT
WILLAMETTE EDUCATION SERVICE DISTRICT
WOODBURN SCHOOL DISTRICT
YONCALLA SCHOOL DISTRICT
ACADEMY FOR MATH ENGINEERING & SCIENCE
(AMES), UT
ALIANZA ACADEMY, UT
ALPINE DISTRICT, UT
AMERICAN LEADERSHIP ACADEMY, UT
AMERICAN PREPARATORY ACADEMY, UT
BAER CANYON HIGH SCHOOL FOR SPORTS & MEDICAL
SCIENCES, UT
BEAR RIVER CHARTER SCHOOL, UT
BEAVER SCHOOL DISTRICT, UT
BEEHIVE SCIENCE & TECHNOLOGY ACADEMY (BSTA),
UT
BOX ELDER SCHOOL DISTRICT, UT
CBA CENTER, UT
 CACHE SCHOOL DISTRICT, UT
 CANYON RIM ACADEMY, UT
 CANYONS DISTRICT, UT
 CARBON SCHOOL DISTRICT, UT
 CHANNING HALL, UT
 CHARTER SCHOOL LEWIS ACADEMY, UT
 CITY ACADEMY, UT
 DAGGETT SCHOOL DISTRICT, UT
 DAVINCI ACADEMY, UT
 DAVIS DISTRICT, UT
 DUAL IMMERSION ACADEMY, UT
 DUCHESNE SCHOOL DISTRICT, UT
 EARLY LIGHT ACADEMY AT DAYBREAK, UT
 EAST HOLLYWOOD HIGH, UT
 EDITH BOWEN LABORATORY SCHOOL, UT
 EMERSON ALCOTT ACADEMY, UT
 EMERY SCHOOL DISTRICT, UT
 ENTHEOS ACADEMY, UT
NOAH WEBSTER ACADEMY, UT
NORTH DAVIS PREPARATORY ACADEMY, UT
NORTH SANPETE SCHOOL DISTRICT, UT
NORTH STAR ACADEMY, UT
NORTH SUMMIT SCHOOL DISTRICT, UT
ODYSSEY CHARTER SCHOOL, UT
OGDEN PREPARATORY ACADEMY, UT
OGDEN SCHOOL DISTRICT, UT
OPEN CLASSROOM, UT
OPEN HIGH SCHOOL OF UTAH, UT
OQUIRRH MOUNTAIN CHARTER SCHOOL, UT
PARADIGM HIGH SCHOOL, UT
PARK CITY SCHOOL DISTRICT, UT
PINNACLE CANYON ACADEMY, UT
PIUTE SCHOOL DISTRICT, UT
PROVIDENCE HALL, UT

EXCELSIOR ACADEMY, UT
FAST FORWARD HIGH, UT
FREEDOM ACADEMY, UT
GARFIELD SCHOOL DISTRICT, UT
GATEWAY PREPARATORY ACADEMY, UT
GEORGE WASHINGTON ACADEMY, UT
GOOD FOUNDATION ACADEMY, UT
GRAND SCHOOL DISTRICT, UT
GRANITE DISTRICT, UT
GUADALUPE SCHOOL, UT
HAWTHORN ACADEMY, UT
INTECH COLLEGIATE HIGH SCHOOL, UT
IRON SCHOOL DISTRICT, UT
ITINERIS EARLY COLLEGE HIGH, UT
JOHN HANCOCK CHARTER SCHOOL, UT
JORDAN DISTRICT, UT
JUAB SCHOOL DISTRICT, UT
KANE SCHOOL DISTRICT, UT
KARL G MAESER PREPARATORY ACADEMY, UT
LAKEVIEW ACADEMY, UT
LEGACY PREPARATORY ACADEMY, UT
LIBERTY ACADEMY, UT
LINCOLN ACADEMY, UT
LOGAN SCHOOL DISTRICT, UT
MARIA MONTESSORI ACADEMY, UT
MERIT COLLEGE PREPARATORY ACADEMY, UT
MILLARD SCHOOL DISTRICT, UT
MOAB CHARTER SCHOOL, UT
MONTICELLO ACADEMY, UT
MORGAN SCHOOL DISTRICT, UT
MOUNTAINVILLE ACADEMY, UT
MURRAY SCHOOL DISTRICT, UT
NAVIGATOR POINTE ACADEMY, UT
NEBO SCHOOL DISTRICT, UT
NO UT ACAD FOR MATH ENGINEERING & SCIENCE
(NUAMES), UT

PROVO SCHOOL DISTRICT, UT
QUAIL RUN PRIMARY SCHOOL, UT
QUEST ACADEMY, UT
RANCHES ACADEMY, UT
REAGAN ACADEMY, UT
RENAISSANCE ACADEMY, UT
RICH SCHOOL DISTRICT, UT
ROCKWELL CHARTER HIGH SCHOOL, UT
SALT LAKE ARTS ACADEMY, UT
SALT LAKE CENTER FOR SCIENCE EDUCATION, UT
SALT LAKE SCHOOL DISTRICT, UT
SALT LAKE SCHOOL FOR THE PERFORMING ARTS, UT
SAN JUAN SCHOOL DISTRICT, UT
SEVIER SCHOOL DISTRICT, UT
SOLDIER HOLLOW CHARTER SCHOOL, UT
SOUTH SANPETE SCHOOL DISTRICT, UT

HIGHER EDUCATION

ARGOSY UNIVERSITY
 BATON ROUGE COMMUNITY COLLEGE, LA
 BIRTHINGWAY COLLEGE OF MIDWIFERY
 BLUE MOUNTAIN COMMUNITY COLLEGE
 BRIGHAM YOUNG UNIVERSITY - HAWAII
 CENTRAL OREGON COMMUNITY COLLEGE
 CENTENARY COLLEGE OF LOUISIANA
 CHEMEKETA COMMUNITY COLLEGE
 CLACKAMAS COMMUNITY COLLEGE
 COLLEGE OF THE MARSHALL ISLANDS
 COLUMBIA GORGE COMMUNITY COLLEGE
 CONCORDIA UNIVERSITY
 GEORGE FOX UNIVERSITY
 KLAMATH COMMUNITY COLLEGE DISTRICT
 LANE COMMUNITY COLLEGE
 LEWIS AND CLARK COLLEGE
 LINFIELD COLLEGE
 LINN-BENTON COMMUNITY COLLEGE
 LOUISIANA COLLEGE, LA
 SOUTH SUMMIT SCHOOL DISTRICT, UT
 SPECTRUM ACADEMY, UT
 SUCCESS ACADEMY, UT
 SUCCESS SCHOOL, UT
 SUMMIT ACADEMY, UT
 SUMMIT ACADEMY HIGH SCHOOL, UT
 SYRACUSE ARTS ACADEMY, UT
 THOMAS EDISON - NORTH, UT
 TIMPANOGOS ACADEMY, UT
 TINTIC SCHOOL DISTRICT, UT
 TOOELE SCHOOL DISTRICT, UT
 TUACAHN HIGH SCHOOL FOR THE PERFORMING ARTS,
 UT
 UINTAH RIVER HIGH, UT
 UINTAH SCHOOL DISTRICT, UT
 UTAH CONNECTIONS ACADEMY, UT
 UTAH COUNTY ACADEMY OF SCIENCE, UT
 SOUTHEASTERN LOUISIANA UNIVERSITY
 SOUTHERN OREGON UNIVERSITY (OREGON
 UNIVERSITY SYSTEM)
 SOUTHWESTERN OREGON COMMUNITY COLLEGE
 TULANE UNIVERSITY
 TILLAMOOK BAY COMMUNITY COLLEGE
 UMPQUA COMMUNITY COLLEGE
 UNIVERSITY OF HAWAII BOARD OF REGENTS
 UNIVERSITY OF HAWAII-HONOLULU COMMUNITY
 COLLEGE
 UNIVERSITY OF OREGON-GRADUATE SCHOOL
 UNIVERSITY OF PORTLAND
 UNIVERSITY OF NEW ORLEANS
 WESTERN OREGON UNIVERSITY

UTAH ELECTRONIC HIGH SCHOOL, UT
 UTAH SCHOOLS FOR DEAF & BLIND, UT
 UTAH STATE OFFICE OF EDUCATION, UT
 UTAH VIRTUAL ACADEMY, UT
 VENTURE ACADEMY, UT
 VISTA AT ENTRADA SCHOOL OF PERFORMING ARTS
 AND TECHNOLOGY, UT
 WALDEN SCHOOL OF LIBERAL ARTS, UT
 WASATCH PEAK ACADEMY, UT
 WASATCH SCHOOL DISTRICT, UT
 WASHINGTON SCHOOL DISTRICT, UT
 WAYNE SCHOOL DISTRICT, UT
 WEBER SCHOOL DISTRICT, UT
 WEILENMANN SCHOOL OF DISCOVERY, UT

LOUISIANA STATE UNIVERSITY
 LOUISIANA STATE UNIVERSITY HEALTH SERVICES
 MARYLHURST UNIVERSITY
 MT. HOOD COMMUNITY COLLEGE
 MULTNOMAH BIBLE COLLEGE
 NATIONAL COLLEGE OF NATURAL MEDICINE
 NORTHWEST CHRISTIAN COLLEGE
 OREGON HEALTH AND SCIENCE UNIVERSITY
 OREGON INSTITUTE OF TECHNOLOGY
 OREGON STATE UNIVERSITY
 OREGON UNIVERSITY SYSTEM
 PACIFIC UNIVERSITY
 PIONEER PACIFIC COLLEGE
 PORTLAND COMMUNITY COLLEGE
 PORTLAND STATE UNIVERSITY
 REED COLLEGE
 RESEARCH CORPORATION OF THE UNIVERSITY OF
 HAWAII
 ROGUE COMMUNITY COLLEGE

STATE AGENCIES

ADMIN. SERVICES OFFICE
 BOARD OF MEDICAL EXAMINERS
 HAWAII CHILD SUPPORT ENFORCEMENT AGENCY
 HAWAII DEPARTMENT OF TRANSPORTATION
 HAWAII HEALTH SYSTEMS CORPORATION
 OFFICE OF MEDICAL ASSISTANCE PROGRAMS
 OFFICE OF THE STATE TREASURER
 OREGON BOARD OF ARCHITECTS
 OREGON CHILD DEVELOPMENT COALITION
 OREGON DEPARTMENT OF EDUCATION
 OREGON DEPARTMENT OF FORESTRY
 OREGON DEPT OF TRANSPORTATION
 OREGON DEPT. OF EDUCATION

OREGON LOTTERY
OREGON OFFICE OF ENERGY
OREGON STATE BOARD OF NURSING
OREGON STATE DEPT OF CORRECTIONS
OREGON STATE POLICE
OREGON TOURISM COMMISSION
OREGON TRAVEL INFORMATION COUNCIL
SANTIAM CANYON COMMUNICATION CENTER
SEIU LOCAL 503, OPEU
SOH- JUDICIARY CONTRACTS AND PURCH
STATE DEPARTMENT OF DEFENSE, STATE OF HAWAII
STATE OF HAWAII
STATE OF HAWAII, DEPT. OF EDUCATION
STATE OF LOUISIANA
STATE OF LOUISIANA DEPT. OF EDUCATION STATE OF
LOUISIANA, 26TH JUDICIAL DISTRICT ATTORNEY STATE OF
UTAH
WESTERN STATES CHIROPRACTIC COLLEGE
WILLAMETTE UNIVERSITY
XAVIER UNIVERSITY
UTAH SYSTEM OF HIGHER EDUCATION, UT
UNIVERSITY OF UTAH, UT
UTAH STATE UNIVERSITY, UT
WEBER STATE UNIVERSITY, UT
SOUTHERN UTAH UNIVERSITY, UT
SNOW COLLEGE, UT
DIXIE STATE COLLEGE, UT
COLLEGE OF EASTERN UTAH, UT
UTAH VALLEY UNIVERSITY, UT
SALT LAKE COMMUNITY COLLEGE, UT UTAH
COLLEGE OF APPLIED TECHNOLOGY, UT