

EdTech Exchange Contract Information Sheet

Contract Information

Awarded Vendor:	Defined Learning, LLC
Contract Number:	ET231201
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 2023-12
RFP Title:	Career and Technical Development Software
Dates Advertised:	April 13 & 20, 2023
# of Vendors that Requested RFP:	44
Questions Due:	May 3, 2023
Public Bid Opening Date and Time:	May 11, 2023, 2:00 pm CT #
of Responses Submitted:	9
Number of Awarded Vendors:	4
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.



Appendix A: Questionnaire

Company Profile

Company: eDynamic Holdings LP
RFP Contact: Nicole Shannon, Bid and Proposal Writer
proposals@edynamiclearning.com, 877-585-2029 x401
Corporate Office: 1256 Main Street, Suite 256
Southlake, TX 76092

Founded in 2008, eDynamic Holdings LP consists of eDynamic Learning, the largest publisher of online CTE and electives courses, and Knowledge Matters, the leading provider of online educational simulations for teaching business, marketing and financial literacy.

eDynamic Learning is a teacher-founded company, established with a mission of helping students find their passion, and dedicated to developing programs of study in pathways which lead to industry-recognized certifications.

Knowledge Matters is the leading provider of interactive, browser-based, educational simulations for teaching business, marketing, and personal finance/financial literacy. Established over 20 years ago, the company's Virtual Business line of simulations is used in over one-third of all the high schools in the United States. Knowledge Matters became an eDynamic Learning company in 2021.

From its founding, eDynamic Learning grew from a small company that generated revenue in the six-figures to one whose profits are now in the seven-figures.

Gauge Capital acquired eDynamic Learning in 2017. Based outside of Dallas, TX, Gauge Capital is a private equity firm that invests in growth-oriented middle market companies. Gauge evaluates 1500 investment possibilities per year and selects only 1-2 companies in which to invest.

Gauge Capital

Investor type: **PE/Buyout** | Year founded: **2013**

Gauge Capital is an investment firm that partners with owners, managers and equity stakeholders of successful middle-market companies to maximize their potential. The firm's primary aim is long-term, sustainable value creation through transformational change as well as organic and strategically acquired growth. It's industry focus includes: technology, Industrial & business services, healthcare Services and food & consumer services.



Contact

1256 Main Street
Suite 256
Southlake, TX 76092
United States
+1 (682) 334-5800

Primary contact

Katie Oswald
Associate, Business Development
koswald@gaugecapital.com

General statistics

Assets under management	Active private equity investments	Total private equity investments	Target EBITDA	Preferred investment amount
\$750M	11	30	\$5M-\$40M	\$20M-\$100M

Recently closed investments

Name	Deal type	Deal date
American Nuts	Buyout/LBO	Apr-2018
Comprehensive EyeCare Partners	Buyout/LBO	Feb-2018
New Eyes (Nevada)	PE Growth/Expansion	Feb-2018
eDynamic Learning	Later Stage VC	May-2017
Pediatric Dental Providers	PE Growth/Expansion	Apr-2017

Most recent closed fund

Gauge Capital II

Type: **Buyout**

Size: **\$500M**

Vintage: **2017**

All investments by industry

Business Products and Services (B2B)	20.0%
Consumer Products and Services (B2C)	32.0%
Healthcare	20.0%
Information Technology	12.0%
Materials and Resources	16.0%

Pricing

eDynamic agrees to offer all future product introductions at prices that are proportionate to the pricing offered in this proposal.

All submitted pricing includes the required administrative fee as required.

eDynamic's standard terms of payment are NET 30.

Alignment to Region 10 Mission

eDynamic Learning is the largest publisher of CTE and elective curriculum for grades 6-12. Our catalog has almost 250 course options.

Courses are designed to meet state and industry standards. Many of our CTE courses are designed to meet industry certification exam standards and prepare students for industry-recognized certifications.

All courses follow the same instructional framework. Courses allow students to find their passion, hone their skills, engage socially and intellectually, and achieve academic success.



Personal Curriculum Narratives

Engaging curriculum narratives employ backwards design methodology to support best practices on how today's students learn.



Balanced Reading Level

Courses consist of an interesting and balanced reading level. Bold text helps students identify main ideas, keywords, and concepts.



Reflective Discussion Assignments

High-interest discussion questions encourage students to reflect, collaborate, and share learning experiences.



Interactive Features

Flashcards, slideshows, diagrams and other elements engage students with the content and decrease passive learning.



Captivating Course Lab Activities

The principals of Bloom's Taxonomy are applied to labs and activities as students evaluate, create, and analyze.



Formative & Summative Assessments

Courses contain auto-graded unit quizzes, midterm exams, and final exams. Students also have opportunities to "test their knowledge" before quizzes.



Contemporary Graphics

Next generation graphics and thought-provoking instructional design that is expected by today's online student.



Podcast Narrations

Each course unit contains professional audio narrations to provide support for auditory learners. Students can also listen on-the-go to make the most of their time and take learning deeper.



Optional Support Tool Bar

Support students diverse needs with over 90 language translations, text-to-speech read aloud, dictionary tool, screen masking, and more!



Videos

Short videos offer closed captioning and engaging content.

Course Instructional Framework

eDynamic Learning is a teacher-founded company, established with a mission to help students find their passion through exciting and unique career-focused curriculum. With over 200 course options for schools, we are the largest publisher of CTE and elective curriculum for grades 6-12.

Our digital curriculum is developed in-house by teachers and industry subject matter experts. The courses are designed to meet state and industry standards and are flexible and customizable so teachers can personalize learning to ensure they meet the needs of their students.

Implementation Models

eDynamic Learning's comprehensive digital curriculum is designed to work continuously, regardless of the setting or instructional model. Schools often use it as a textbook replacement, supplemental instruction, or virtual course curriculum. The dependable, user-friendly design and flexible framework allows schools to deliver courses that meet the needs of their district, school building, and individual classrooms.

Schools use our course curriculum in the following ways:

- | | |
|---|---------------------------|
| ● Enriching Elective Courseware | ● Textbook Replacement |
| ● Career Technical Education Courseware (CTE) | ● Coding Camps |
| ● Preparation for 80+ Industry Certifications | ● Summer School |
| ● Middle and High School Career Exploration | ● Afterschool Programs |
| ● STEAM Programs | ● Supplemental Curriculum |

Instructional Strategies & Learning Theories

Each course leverages instructional design strategies rooted in research. Course content employs essential concepts native to the Gen Z generation and incorporates Behaviorist, Constructivism, and Cognitivism learning theories.

Each course is designed and written with engaging curriculum narratives that employ backwards design methodology to support best practices for students. Bloom's Taxonomy is used to drive higher-order thinking skills in lessons, activities, and assessments. Frontloaded course vocabulary gives a purposeful introduction to key vocabulary to make the course content more comprehensible and more engaging for students.

LMS Compatibility



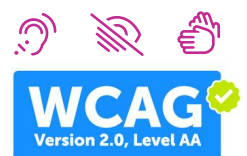
Consistent Course Design. Consistent Success.

eDynamic Learning's digital curriculum provides a strong foundation of content for teaching and learning. Just like with a textbook, teachers have the ability to customize the course curriculum and add a variety of materials to enhance their instruction and engage their students in learning. Built-in assessments include unit quizzes, a midterm exam, and a final exam. Assessments are randomized from a large pool of questions to mitigate the possibility of cheating. Course units include:

- | | |
|-------------------------------|-----------------------------|
| ● A Unit Introduction | ● Unit Discussion Questions |
| ● 3-8 Lessons | ● 1- 4 Activities |
| ● A Unit Podcast | ● Flashcards |
| ● Critical Thinking Questions | ● Quiz |

Accessible & Responsively Designed

Courses are also responsively designed to run on all technology platforms and devices and meet Web Content Accessibility Guidelines (WCAG) 2.0 AA, making them accessible for students who are deaf, hard of hearing, blind, or visually impaired.



Comprehensive, Interactive & Flexible Course Features

Featuring the Anatomy & Physiology 1a: Introduction Course

Getting Started: For Students

In the Getting Started folder, students are given access to the course syllabus, vocabulary, bibliography, required materials and tips for being successful in an eDynamic Learning course.

Engaging Curriculum Narratives

Each course is designed and written with engaging curriculum narratives to keep students interested in the subject matter. Video, interactive elements, and assessments decrease passive learning and increase comprehension.

Manageable Sections of Information

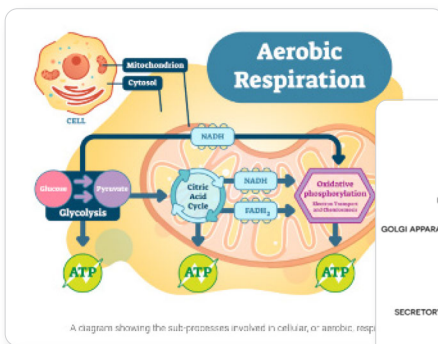
Each lesson is “chunked” into bite-sized pieces of information followed by a visual or an interactive element making information more likely to be engaging, retained, and recalled.

Multimodal Interactive Elements

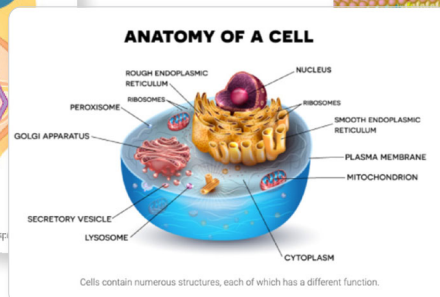
To increase engagement and decrease passive learning, interactive resources offer opportunities for students to engage with the content. This promotes student agency and images facilitate information processing.

Embedded Multimedia Elements Include:

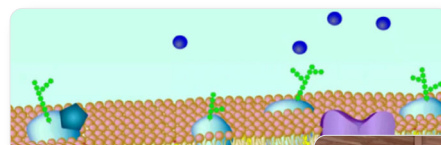
- Images
- Diagrams
- Infographics
- Videos
- Slideshows



Diagrams



Cells contain numerous structures, each of which has a different function.



Animation Video



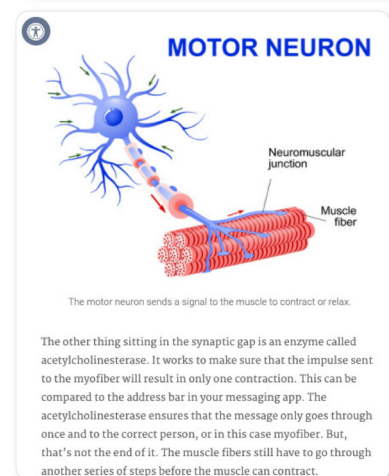
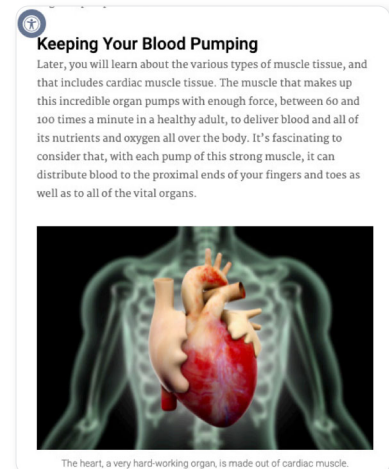
Direct Instruction Video

Flashcards

Each unit contains a deck of flashcards that allow learners to review the key terms and ideas found within the unit.

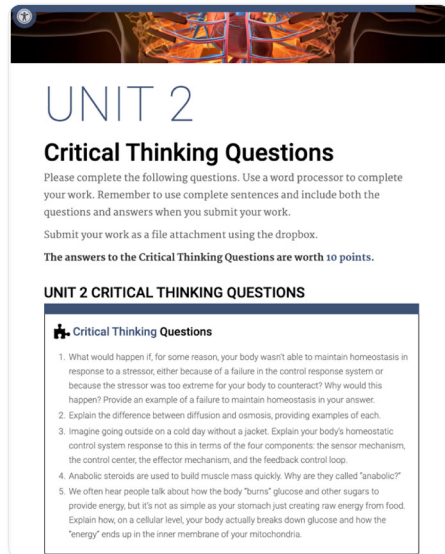
Podcasts

Unit Podcasts assist auditory learners with opportunities for reading comprehension and literacy improvements. Students can read along with each lesson and listen to the narrator's pacing and pronunciation.



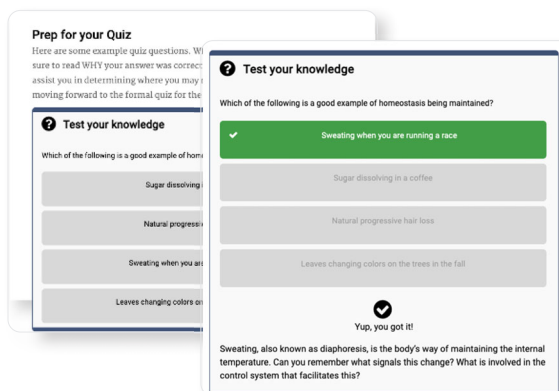
Critical Thinking Questions

Students are routinely asked to think critically through higher-order thinking questions, application activities, and discussion questions that link content to lived experiences.



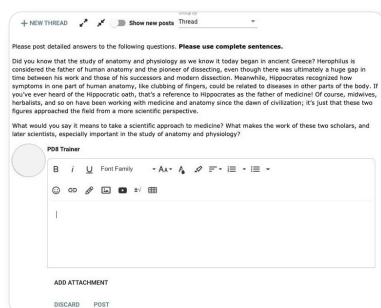
Self Assessment: “Test Your Knowledge”

‘Test Your Knowledge’ quizzes are presented to students throughout the course and are not counted as part of their grade. This provides an opportunity to practice and ensure they are prepared prior to taking high-stakes, graded unit quizzes.



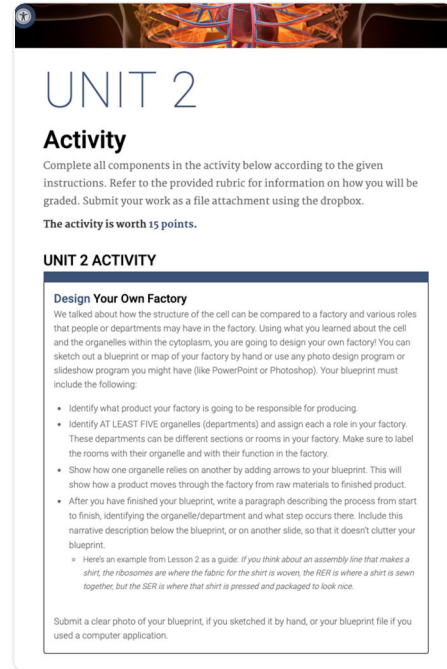
Reflective Discussion Board Questions

High-interest discussion questions leverage Bloom’s Taxonomy objectives such as “analyze, compare and contrast, examine, and defend,” and encourage students to reflect, collaborate, and share learning experiences.



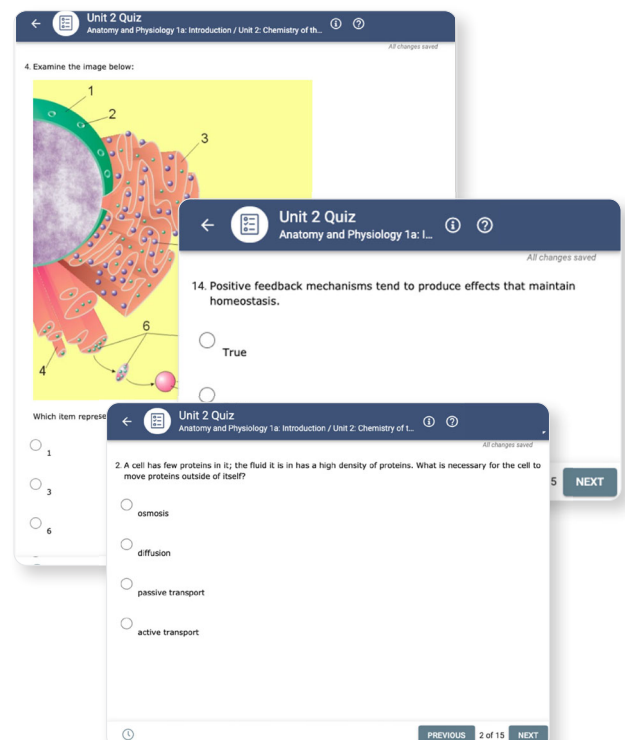
Real-World Activities

Activities are practical engagement and explorational opportunities that bring in a real-world context. Students apply what they’ve learned to create, develop, or produce a body of work and demonstration knowledge. Some examples include writing an essay or creating a multimedia presentation, a portfolio piece, or an app.



Summative & Formative Assessments

Courses include both formative and summative assessments for students. Unit quizzes, midterm exams, and final exams are auto-graded for the teacher.



Literacy Toolbar Supports Diverse Classrooms

eDynamic Learning courses offer a built-in literacy toolbar to support English Language Learners, students with learning disabilities, IEP/504 accommodations, and to help all students improve their study skills and content knowledge. Through the expandable accessibility icon, students have access to an array of helpful tools. The toolbar is sticky and stays on screen as students scroll through the course, making it accessible when they need it.



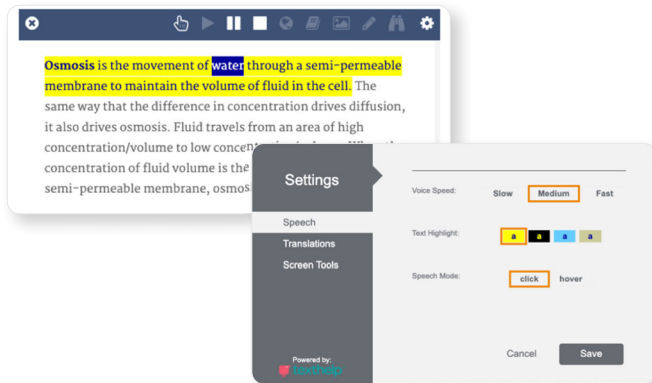
Student Agency

The Literacy Toolbar includes text-to-speech, language translations, dictionary (text and image), highlighters, and a screen masking feature.



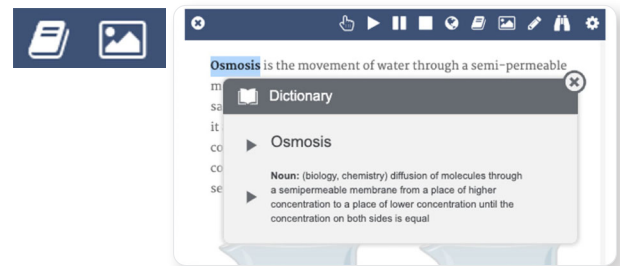
Read Aloud With Text Tracking

Text can be read aloud in 3 speeds and highlighted in 4 different colors. Words are highlighted when spoken, which engages and motivates auditory learners, improves vocabulary, comprehension, information processing skills, and increases their attention span.



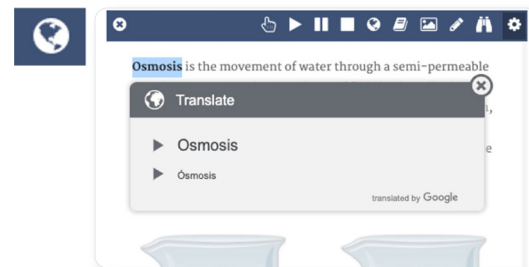
Dictionary & Pictionary

Words can be highlighted and defined using the dictionary and pictionary options. Students can also click the word to hear the definition read aloud.



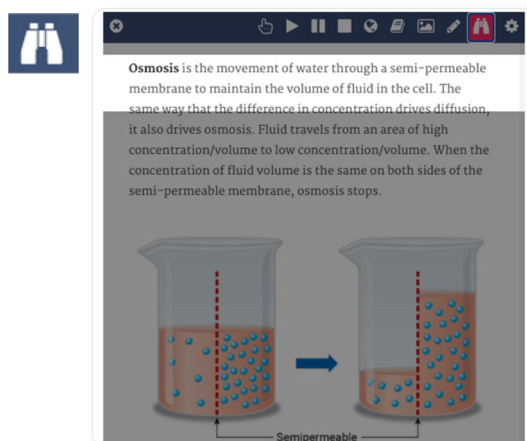
Text Translation

Selected words or phrases can be translated and/or read aloud in 90+ languages, providing continuous learning supports for English Language Learners.



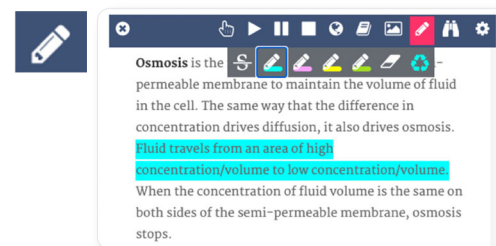
Screen Masking

Screen masking overlays reduce visual stress on students with reading disabilities – including students with dyslexia. Students have 3 options to choose from including the Letterbox, the Ruler Guide or the Line Reader Guide.



Highlighters

Strikeout pens and multi-colored highlighters promote study tips. Highlighted text can be collected and transferred to a Word or Google doc for studying purposes.



Empowering Educators

Resources to Support Data-Driven Instruction

Teacher Resources

Our extensive teacher resources enable educators to utilize a variety of teaching and learning strategies including Blended Learning and Inquiry-Based Learning (project-based learning, problem-based learning, challenged-based learning). Teachers also receive a pacing guide, online and continuous learning guide, suggested answer keys, and grading rubrics for open-ended questions and activities.

Suggested Answer Keys

Within the Teacher Resources folder, suggested answer keys are provided for critical thinking questions, discussions, and activities.

Gradebook With Insightful Data

A comprehensive gradebook gives teachers access to grades and valuable data insights to help target and personalize instruction. Simplistic dashboard views enable teachers to see how individual students are doing in the course with performance data, cumulative score, time spent in the course, performance, pace, and progress.

Score

4.99 / 15

FULL CREDIT NO CREDIT CLEAR

REVERT TO CALCULATED

modified ✓ completed

SAVE DRAFT SUBMIT SCORE

EXCUSE ALLOW RETRY OVERRIDE COMPLETE

Feedback Visible to student

B i U A

Insert template No templates to display

EDIT TEMPLATES

Returned attachments

Private note Hidden from student

UNIT 2 CRITICAL THINKING QUESTIONS

Critical Thinking Questions

1. What would happen if, for some reason, your body wasn't able to maintain homeostasis response to a stressor, either because of a failure in the control response system or because the stressor was too extreme for your body to counteract? Why would this happen? Provide an example of a failure to maintain homeostasis in your answer.
2. Explain the difference between diffusion and osmosis, providing examples of each.
3. Imagine going outside on a cold day without a jacket. Explain your body's homeostatic control system response to this in terms of the four components: the sensor mechanism, the control center, the effector mechanism, and the feedback control loop.
4. Anabolic steroids are used to build muscle mass quickly. Why are they called "anabolic"?
5. We often hear people talk about how the body "burns" glucose and other sugars to provide energy, but it's not as simple as your stomach just creating raw energy from food. Explain how, on a cellular level, your body actually breaks down glucose and how the "energy" ends up in the inner membrane of your mitochondria.

TABLE Grading Rubric

	Description of Departments	Blueprint/Map
Full Credit	Five organelles are identified, and their use demonstrates an obvious understanding of the structure and function of the organelle. The purpose of the factory and the links between the departments are included and are clearly articulated.	Five organelles are identified, and their placement in the diagram demonstrates an obvious understanding of the structure and function of the organelle. The purpose of the factory and the links between the departments are easily understood from the image.
Partial Credit	Only two or three organelles are identified, and/or their use does not demonstrate a complete understanding of the structure and function of the organelles. The purpose of the factory and/or the links between the departments are included but may be poorly articulated.	Only two or three organelles are identified, and/or their use does not demonstrate a complete understanding of the structure and function of the organelles. The purpose of the factory and/or the links between the departments are poorly understood from the diagram.
Little Credit	Fewer than two organelles are identified, and/or their use demonstrates little to no understanding of the structure and function of the organelles. The purpose of the factory and/or the links between the departments are not included.	Fewer than two organelles and/or their use are identified. The purpose of the factory and/or the links between the departments are not clear from the diagram.

Grading Rubrics

Rubrics are provided for teachers and students for open-ended questions and activities.

GRADES	UNIT SUMMARY	FOR ME
<div><div></div><div>Name</div><div>Score</div><div>Letter</div><div>Minutes</div></div>		
<div><div></div><div>Grey, Meredith</div><div>92.87%</div><div>A</div><div>0</div></div>		
<div><div></div><div>House, Gregory</div><div>35.15%</div><div>F</div><div>0</div></div>		
<div><div></div><div>Howser, Doogie</div><div>94.93%</div><div>A</div><div>0</div></div>		
<div><div></div><div>Lockhart, Abby</div><div>79.24%</div><div>C</div><div>0</div></div>		
<div><div></div><div>Pierce, Benjamin</div><div>81.69%</div><div>B</div><div>0</div></div>		

GRADES	DASHBOARD	FOR ME	WHAT IF	ACTIVITY	ANALYTICS	BADGES
Score: 35.15%						
Schedule: Apr 6, 2020 - Apr 6, 2021 1:59 AM (a year remaining)						
51.92% of gradable activities completed (27 of 52)						
17.41% of all activities completed (27 of 155)						
Unit 1 28.33%						
Activity	Location	Score	Status	Submitted date	Target due date	
Unit 1 Text Questions Dropbox	Unit 1: Human Body Organization	30%	✓		May 1, 2020	
Unit 1 Lab Dropbox	Unit 1: Human Body Organization	10%	✓		May 7, 2020	
Unit 1 Activity Dropbox	Unit 1: Human Body Organization	40%	✓		May 13, 2020	
Unit 1 Quiz	Unit 1: Human Body Organization	33.33%	✓		May 19, 2020	
Unit 1 Discussion 1	Unit 1: Human Body Organization	20%	✓		May 21, 2020	
Unit 1 Discussion 2	Unit 1: Human Body Organization	20%	✓		May 25, 2020	
Unit 2 31.66%						
Activity	Location	Score	Status	Submitted date	Target due date	
Unit 2 Text Questions Dropbox	Unit 2: Chemistry of the Body	20%	✓		Jun 11, 2020	
Unit 2 Lab Dropbox	Unit 2: Chemistry of the Body	30%	✓		Jun 17, 2020	
Unit 2 Activity Dropbox	Unit 2: Chemistry of the Body	40%	✓		Jun 23, 2020	
Unit 2 Quiz	Unit 2: Chemistry of the Body	53.33%	✓		Jun 29, 2020	
Unit 2 Discussion 1	Unit 2: Chemistry of the Body	0%	✓		Jul 1, 2020	
Unit 2 Discussion 2	Unit 2: Chemistry of the Body	0%	✓		Jul 3, 2020	

Grading Assignments & Personalized Feedback

Teachers have the flexibility to support their students in a variety of ways to personalize instruction.

Personalized Feedback

Teachers can give individualized feedback on assignments in the form of written notes, audio, or video recording attachments.

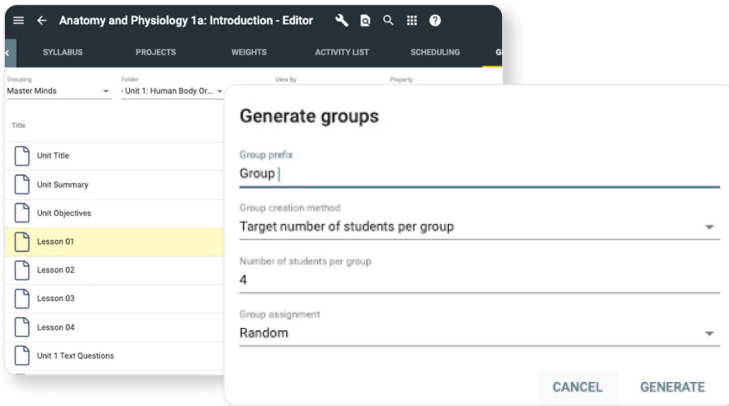
Private Notes

Teachers can record private notes on assignments making IEP and 504 plan documentation easy and efficient.

Reports for Mastery & Performance

A variety of reports can be accessed to assist teachers and curriculum leaders on data-driven decisions. Educators can access and print reports for their whole class and individual student performance, mastery, item analysis, and much more.





Differentiate with Small Groups & Personalization

Teachers can create and manage small groups to change visibility of course material, quizzes, and custom content for different groups. They can easily assign and communicate with the whole class, small groups, and individual students.

Monitor & Track IEP & 504 Accommodations

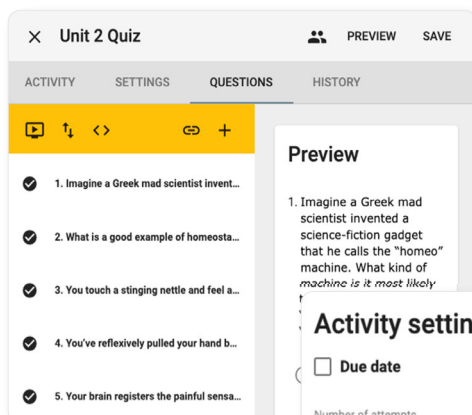
Teachers can quickly identify students who have an IEP or 504 accommodation through the flag feature so they can adjust the curriculum to support their unique requirements and ensure success.

<input type="checkbox"/>	Name ↑		Score	Time	Und	Int	Eff	Progress	Pace	Perf
<input type="checkbox"/>	Lockhart, Abby		79.09%	00:24:26				<div><div></div></div> 21%		

Adjust Assessments to Support Accommodations

Teacher can modify assessments in a variety of ways to meet the needs of their learners and create their own assessments. They can allow or adjust:

- Retries or attempts
- Time allowed for quiz
- Number of questions on quiz
- Calculator tool availability
- Printing of the assessment
- Electronic highlighted notes
- Adding questions to assessment
- Randomizing question order



Preview

1. Imagine a Greek mad scientist invented a science-fiction gadget that he calls the "homeo" machine. What kind of machine is it most likely

Activity settings

☐ Due date

Number of attempts

1

Questions per page

1

- ☐ Allow save and continue
- ☐ Require answers
- ☒ Randomize question order
- ☐ Randomize response order

Assessment pool settings

Configure assessment question pooling

Desired number of questions

15

☐ Pool by question groups

Select a minimum number of questions to select from question groups

☐ Pool by learning objectives

Select a minimum number of questions per learning objective

Advanced assessment options

Define advanced assessment options

Time limit in minutes

15

Default question score

1

Attempt minimum

1

- ☐ Allow printing
- ☐ Hide question "Back" button
- ☐ Start assessment automatically
- ☐ Show highlighter
- ☐ Show answer eliminator
- ☐ Allow students to take question notes
- ☐ Allow students to take permanent, activity notes during the assessment
- ☐ Allow students to bookmark and review questions
- ☐ Formative assessment
- ☐ Include formative in final grade and show score to students
- ☐ Remediation assessment

Password

Scored attempt

Highest

Assessment template (.html or .htm)

Relevant, Sensitive & Personalized Learning

Meeting the Needs of Diverse Learners

Regularly Reviewed and Updated

Digital curriculum provides numerous benefits including the ability for eDynamic Learning to regularly update the courses to incorporate relevant and newsworthy events and details, which transfer seamlessly for LTI-enabled school partners. Courses are continually reviewed to ensure the language and topics are sensitive and appropriate for all learners. An external diversity/sensitivity editorial organization is also employed to review lessons, images, and assessments to identify potential bias, stereotypes, and inauthenticity. The editorial group assigns readers to review material from the perspective of their own lived experiences. Readers look for content related to:

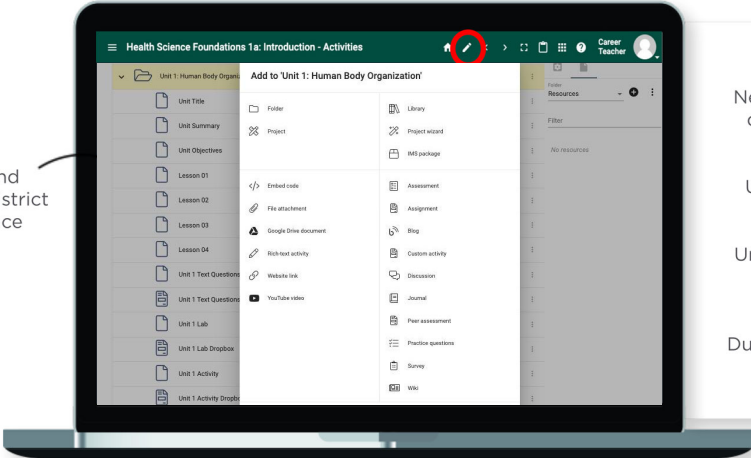
- Adoptions
- Addictions
- Ageism
- Animal violence, death
- Body image, eating disorders
- Bullying, cyberbullying
- Culture
- Death
- Domestic violence
- Ethnicity and race
- Gender Issues
- Generational issues
- Immigrant culture
- Indigenous cultures
- LGBTQ+
- Mental illnesses, disorders
- Physical illnesses, disabilities
- Regionalism
- Religion
- Socioeconomic status
- Tokenism

Social Emotional Learning

Many of the eDynamic Learning courses weave CASEL's 5 competency framework throughout to foster knowledge of self-awareness, self-management, social awareness, relationship skills, and responsible decision making. Various lessons and assessments incorporate the CASEL competencies to advance growth and development.

Customize the Curriculum

eDynamic Learning provides a strong foundation of content for teaching and learning, but gives you the ability to incorporate your own lessons and activities or district-authored materials.



Rearrange units and lessons to meet district scope and sequence

- Add:**
New lessons, links, videos, docs, assessments, etc.
- Hide:**
Units, lessons, activities
- Move:**
Units, lessons, activities in a different sequence
- Modify:**
Due Date, Grading Options, Access, and more!

Support Methods to Ensure Success

As a teacher-founded company, our goal is to support your school's success! We offer an array of options to enable teachers to customize and personalize their instruction, engage students, and support them in making the most of the curriculum.



Access the latest tutorial videos and updates through our YouTube channel



Contact our Tech Support Team at no cost when encountering a challenge or a question



We offer a variety of professional development workshops to support all instructional models

THE EDYNAMIC LEARNING CERTIFICATIONS SUMMARY

The eDynamic Learning curriculum offers high school students sequenced learning tracks aligned to national standards put students on a path to obtain **industry certifications** and to secure employment in high-paying, high-demand jobs.

Information Technology + STEM - 27 Certifications

Mid-Pathway Certifications

- **CompTIA IT Fundamentals (ITF+)**
- iC3 Computing Fundamentals
- iC3 Key Applications
- iC3 Living Online

Industry Certifications

- **CCNA CyberOps**
- **CISCO Certified Network Associate**
- CIW Site Development Associate
- CIW Web Design Specialist
- **CompTIA A+**
- **CompTIA Network+**
- **CompTIA Security+**
- ICT Gaming Essentials
- ICT Programming and Logic
- ICT Web Design Essentials
- **Microsoft Office Specialist 2016**
- MO-100: Microsoft Word (Word & Word 2019)
- MO-200: Microsoft Excel (Excel and Excel 2019)
- MO-300: Microsoft PowerPoint (PowerPoint & PowerPoint 2019)
- MO-400: Microsoft Outlook (Outlook & Outlook 2019)
- **MO-500: Microsoft Access Expert (Access & Access 2019)**
- MOS Exam 77-725: Word 2016: Core
- MOS Exam 77-727: Excel 2016: Core
- MOS Exam 77-729: PowerPoint 2016: Core
- MOS Exam 77-730: Access 2016
- MOS Exam 77-731: Outlook: Core
- **NOCTI Computer Networking Fundamentals**
- NOCTI Computer Programmer
- NOCTI Interactive Media (Pathway Assessment)
- NOCTI Network Systems
- NOCTI Visual Communications and Interactive Media Design (Job Ready)
- REC Foundation Certification

Health Science - 28 Certifications

Mid-Pathway Certifications

- NCHSE Human Structure, Functions, Disease (A)
- NCHSE Human Structure, Functions, Disease (B)
- NCHSE National Health Science Standards
- NCHSE: Foundations of Healthcare Professions
- NHA (National Health Science Assessments)

Industry Certifications

- AAMA Certified Medical Assistant
- ACSM Certified Group Exercise Trainer
- **ACSM Certified Personal Trainer**
- AMCA Nursing Assistant Certification
- **American Society for Clinical Pathology Medical Lab Assistant**
- **Biotechnician Assistant Credentialing Exam (BACE)**
- Medical Lab Assistant (American Society for Clinical Pathology) MLA
- NASM (National Academy of Sports Medicine)
- National Registry for Emergency Medical Technicians (EMR)
- **NCCT National Certified Medical Assistant**
- **NCET ECG**
- NCHSE Dental Science I
- NCHSE Dental Science II
- NHA Certified Clinical Medical Assistant
- NHA Certified EKG Technician (CET)
- NHA CPCT (National Health Association Certified Patient Care Technician)
- NOCTI Biotechnology
- NOCTI Dental Assisting (Job Ready Assessment)
- NOCTI Diagnostic Services Pathway Assessment
- NOCTI Health Assisting (Job Ready Assessment)
- NOCTI Medical Assisting (Job Ready Assessment)
- NOCTI Nursing Assistant (Job Ready Assessment)
- NOCTI Therapeutic Services (Pathway Assessment)

Business Management & Administration + Marketing - 22 Certifications

Industry Certifications

- Accredited Legal Professional (NALS)
- AMA Sales Management
- ASK Concepts of Entrepreneurship/Management
- ASK Fundamental Business Concepts
- ASK Fundamental Marketing Concepts
- ASK Fundamentals of Ethics
- ASK Fundamentals of Finance
- Associate Professional in HR Management
- Brainbench Legal Secretarial Skills
- Certified Administrative Professional (CAP)
- Certified Medical Administrative Assistant (CMAA)
- CME Certified Manager Exam
- Communication Skills for Business
- **Entrepreneurship & Small Business (ESB)**
- National Certification Medical Office Assistant (NCMOA)
- NHA Medical Administrative Assistant
- **NOCTI Administrative Assisting (Job Ready Assessment)**
- NOCTI Administrative Services (Pathway Assessment)
- **NOCTI Business Information Processing (Job Ready Assessment)**
- **NOCTI General Management (Pathway Assessment)**
- NOCTI Human Resources Management Pathway
- Professional Administrative Certification of Excellence (PACE)

Other Clusters - 16 certifications

Education & Training

- Broad Field Family and Consumer Sciences
- Family Childcare (CDA)
- Home Visitor (CDA)
- Infant/Toddler Center-Based (CDA)
- NOCTI Early Childhood Development and Services
- NOCTI Family and Community Services
- NSFCSE Human Development
- Preschool (CDA)

Hospitality & Tourism

- AHLEI HTS Credential (Hospitality & Tourism Specialist Credential)
- CCTC National Career Technical Standards Lodging
- Culinary Arts Certification (Family & Consumer Sciences)
- NOCTI Hospitality Management Lodging
- Nutrition, Food, & Wellness (Family & Consumer Sciences)
- ServSafe Manager

Manufacturing

- NOCTI Manufacturing Technology

Agriscience

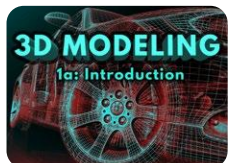
- NOCTI Horticulture-Landscaping

Certifications in orange are recognized certifications for Texas A-F accountability

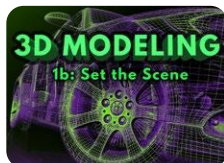
EDL_PC_03-15-2023

Texas CTE & Elective Course Catalog

Discover why teachers and students rave about eDynamic Learning! With nearly 250 courses to choose from, the options are endless to prepare students for a promising future!



PEIMS Code: 3580510
3D Modeling and Animation



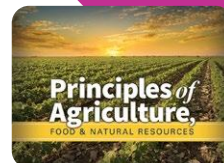
PEIMS Code: 3580510
3D Modeling and Animation



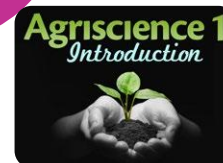
PEIMS Code: 13034200
Advertising



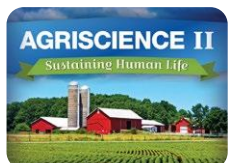
Course Code: EDL075
African American History



PEIMS Code: 13000200
Principles of Agriculture, Food, and Natural Resources



PEIMS Code: 13000200
Principles of Agriculture, Food, and Natural Resources



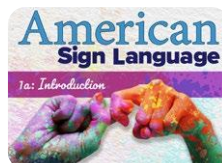
PEIMS Code: 13000200
Principles of Agriculture, Food, and Natural Resources



Innovative Course
Allied Health Therapeutic Services



Innovative Course
Allied Health Therapeutic Services



PEIMS Code: 3980100
American Sign Language I



PEIMS Code: 3980100
American Sign Language I



PEIMS Code: 3980200
American Sign Language II



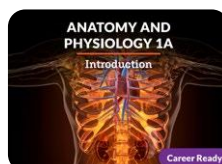
PEIMS Code: 3980200
American Sign Language II



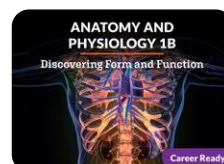
PEIMS Code: 3980300
American Sign Language III



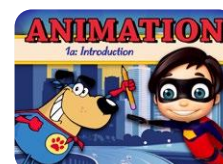
PEIMS Code: 3980300
American Sign Language III



PEIMS Code: 13020600
Anatomy & Physiology



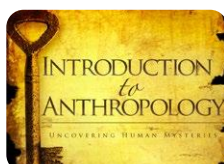
PEIMS Code: 13020600
Anatomy & Physiology



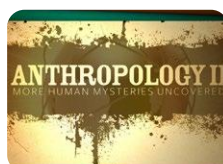
PEIMS Code: 13008300
Animation I



PEIMS Code: 13008300
Animation I



PEIMS Code: 03380002
Special Topics in Social Studies



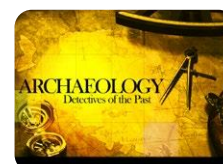
PEIMS Code: 03380003
Special Topics in Social Studies



PEIMS Code: 13036200
Principles of Applied Engineering



PEIMS Code: 13036200
Principles of Applied Engineering



PEIMS Code: 03380002
Special Topics in Social Studies



Course Code: EDL038
Art in World Cultures



PEIMS Code: 03060100
Astronomy



PEIMS Code: 03060100
Astronomy



Course Code: EDL361
Biotechnician 1a



Course Code: EDL362
Biotechnician 1b



Course Code: EDL373
Biotechnician 2a



Course Code: EDL374
Biotechnician 2b



PEIMS Code: 13036400
Biotechnology 1



PEIMS Code: 13036400
Biotechnology 1



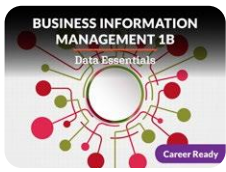
PEIMS Code: 13011600
Business English




PEIMS Code: 13011600
Business English



PEIMS Code: 13011400
Business Information Management 1



BUSINESS INFORMATION MANAGEMENT 1B
Data Essentials
Career Ready
PEIMS Code: 13011400
Business Information Management 1




BUSINESS LAW
1a: Introduction
Career Ready
PEIMS Code: 13011700
Business Law




BUSINESS LAW
1b: Legal Aspects of Business
Career Ready
PEIMS Code: 13011700
Business Law



PRINCIPLES OF BUSINESS, MARKETING, FINANCE 1A
Introduction
Career Ready
PEIMS Code: 13011200
Principles of Business, Marketing, Finance



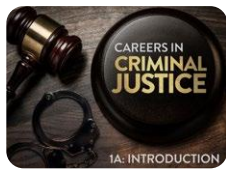
PRINCIPLES OF BUSINESS, MARKETING, FINANCE 1B
Targeting Your Business Insight
Career Ready
PEIMS Code: 13011200
Principles of Business, Marketing, Finance



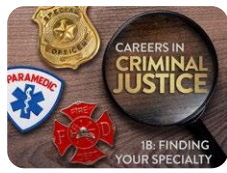
BUSINESS OWNERSHIP
1a: Introduction
Career Ready
PEIMS Code: N1303423
Entrepreneurship II



BUSINESS OWNERSHIP
1b: Reach for the Stars
Career Ready
PEIMS Code: N1303423
Entrepreneurship II



CAREERS IN CRIMINAL JUSTICE
1A: INTRODUCTION
PEIMS Code: 13029200
Principles of Law, Public Safety, Corrections & Security



CAREERS IN CRIMINAL JUSTICE
1B: FINDING YOUR SPECIALTY
PEIMS Code: 13029200
Principles of Law, Public Safety, Corrections & Security



CHILD DEVELOPMENT
1A: JOURNEY THROUGH CHILDHOOD
Course Code: EDL387
Development 1a



CHILD DEVELOPMENT
1B: WORKING WITH CHILDREN
Course Code: EDL388
Development 1b



CSS HTML CODING
1a: Introduction
PEIMS Code: 13027700
Computer Programming II




CSS HTML CODING
1b: Plan, Design, Develop
PEIMS Code: 13027700
Computer Programming II




COMPUTER MAINTENANCE
1a: Introduction
Career Ready
PEIMS Code: 13027300
Computer Maintenance 1a



COMPUTER MAINTENANCE
1b: Network Needs
Career Ready
PEIMS Code: 13027300
Computer Maintenance 1b




COMPUTING
For College & Careers
1a: Introduction
PEIMS Code: 13027200
Principles of Information Technology




COMPUTING
For College & Careers
1b: Refining Your Interests
PEIMS Code: 13027200
Principles of Information Technology




COSMETOLOGY
Cutting Edge Styles
PEIMS Code: 13025100
Introduction to Cosmetology




Cosmetology
2: The Business of Skin & Nail Care
PEIMS Code: 13025200
Cosmetology I



Cosmetology
3a: Introduction to Hair Skills
PEIMS Code: 13025300
Cosmetology II



Cosmetology
3b: Mixing, Coloring & Advancing Hair Skills
PEIMS Code: 13025300
Cosmetology II



Creative WRITING
PEIMS Code: 3221200
Creative Writing



Creative Writing
Transferring the Core of Your Imagination
PEIMS Code: 3221200
Creative Writing




CRIMINOLOGY
INSIDE THE CRIMINAL MIND
Course Code: EDL008
Criminology



1a: INTRODUCTION
Culinary Arts
PEIMS Code: 13022600
Culinary Arts



1b: FINDING YOUR PALATE
Culinary Arts
PEIMS Code: 13022600
Culinary Arts



Culinary Arts 2
Baking, Pastry, and More!
Course Code: EDL096
Culinary Arts 2




CYBERSECURITY
1a: FOUNDATIONS
PEIMS Code: 03580850
Foundations of Cybersecurity



CYBERSECURITY
1b: DEFENSE AGAINST THREATS
PEIMS Code: 03580850
Foundations of Cybersecurity



DENTAL ASSISTANT
1a: Introduction
Career Ready
Innovative Course
Introduction to Dental Science



DENTAL ASSISTANT
1b: Principles of Clinical Dentistry
Career Ready
Innovative Course
Introduction to Dental Science



DENTAL ASSISTANT
2a: Infection Prevention & Pharmacology
Career Ready
Course Code: EDL308
Dental Assistant 2a



DENTAL ASSISTANT
2b: Exploring Specialized Areas of Dentistry
Career Ready
Course Code: EDL309
Dental Assistant 2b



DIGITAL DESIGN
1a: Introduction
Career Ready
Course Code: EDL279
Digital Design 1a



DIGITAL DESIGN
1b: Express Your Ideas Visually
Career Ready
Course Code: EDL280
Design 1b



DIGITAL MEDIA FUNDAMENTALS 1A
Introduction
Career Ready
PEIMS Code: 13027800
Digital Media



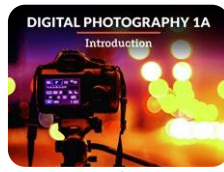
DIGITAL MEDIA FUNDAMENTALS 1B
Producing for the Web
Career Ready
PEIMS Code: 13027800
Digital Media




DIGITAL MEDIA WEB DESIGN
2a: Build a Portfolio Website
Career Ready
PEIMS Code: 3580820
Web Design




DIGITAL MEDIA WEB DESIGN
2b: Build an eCommerce Website
Career Ready
PEIMS Code: 3580820
Web Design



DIGITAL PHOTOGRAPHY 1A
Introduction
Course Code: EDL233
Digital Photography 1a



DIGITAL PHOTOGRAPHY 1B
Creating Images with Impact!
Course Code: EDL234
Digital Photography 1b



DIGITAL PHOTOGRAPHY
DISCOVERING YOUR CREATIVE POTENTIAL
Course Code: EDL017
Digital Photography 2



Early CHILDHOOD EDUCATION
1a: Introduction
PEIMS Code: 13024800
Child Guidance



Early CHILDHOOD EDUCATION
1b: Developing Early Learners
PEIMS Code: 13024800
Child Guidance




EKG TECHNICIAN
1a: Introduction
Career Ready
Course Code: EDL265
EKG Technician 1a



EKG TECHNICIAN
1b: Analysis and Response
Career Ready
Course Code: EDL266
EKG Technician 1b



EMERGENCY MEDICAL RESPONDER
1a: Introduction
Career Ready
Course Code: EDL300
Emergency Medical Responder 1a



EMERGENCY MEDICAL RESPONDER
1b: Prepared for Action
Career Ready
Course Code: EDL301
Emergency Medical Responder 1b



PEIMS Code: 13036200
Principles of Applied Engineering



PEIMS Code: 13034400
Entrepreneurship



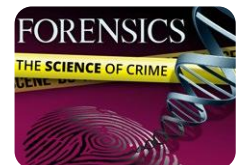
PEIMS Code: 13034400
Entrepreneurship



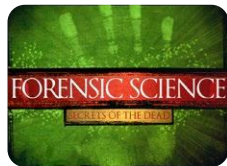
PEIMS Code: 13009300
Fashion Design I



Course Code: EDL297
Food Safety



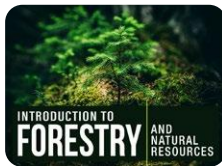
PEIMS Code: 13029500
Forensic Science



PEIMS Code: 13029500
Forensic Science



PEIMS Code: 13029500
Forensic Science



PEIMS Code: 13001700
Forestry and Woodland Ecosystems



PEIMS Code: 03580380
Game Programming & Design



PEIMS Code: 03580380
Game Programming & Design



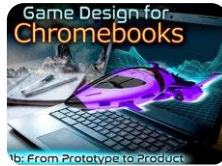
PEIMS Code: 03580380
Game Programming & Design



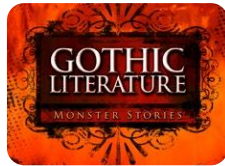
PEIMS Code: 03580380
Game Programming & Design



PEIMS Code: 13009970
Video Game Design



PEIMS Code: 13009970
Video Game Design



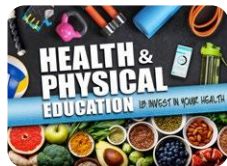
PEIMS Code: 03221500
Literary Genres



Course Code: EDL013
Great Minds in Science



PEIMS Code: PES00052
Foundations of Personal Fitness (.5)



PEIMS Code: PES00052
Foundations of Personal Fitness



Course Code: EDL063
Health I



PEIMS Code: 13020200
Principles of Health Science



Course Code: EDL054
Health Science 2



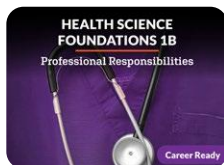
Course Code: EDL312
Health Science Theory 1a



Course Code: EDL313
Health Science Theory 1b



PEIMS Code: 13020200
Principles of Health Science



PEIMS Code: 13020200
Principles of Health Science



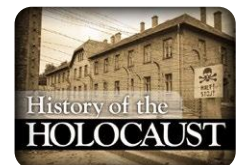
Course Code: EDL091
Health Science: Public Health



Course Code: EDL092
Health Science: Nursing



Course Code: EDL370
High School Career Discovery



PEIMS Code: 03380002
Special Topics in Social Studies



PEIMS Code: 13022200
Principles of Hospitality & Tourism



PEIMS Code: 13022300
Hotel Management



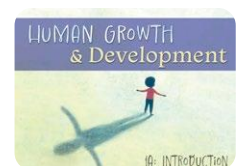
PEIMS Code: 13022300
Hotel Management



Course Code: EDL296
Hotel Management 1b



Course Code: EDL295
Hotel Management 1a



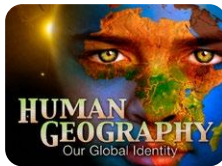
Course Code: EDL293
Human Growth & Development 1a



Course Code: EDL294
Human Growth & Development 1b



PEIMS Code: 13024200
Principles of Human Services



Course Code: EDL025
Human Geography



PEIMS Code: 13011900
Human Resources Management



PEIMS Code: 13011900
Human Resources Management



Course Code: EDL350
Interior Design



PEIMS Code: 13027200
Fundamentals of Computer Science



PEIMS Code: 13027200
Fundamentals of Computer Science



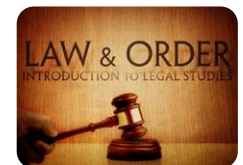
Course Code: EDL030
International Business



Course Code: EDL120
Journalism



Course Code: EDL121
Journalism



Course Code: EDL003
Law & Order



PEIMS Code: 03580130

Technology Applications



Course Code: EDL275

Legal Admin Specialist 1a



Course Code: EDL276

Legal Admin Specialist 1b



Course Code: EDL094

Life Skills



PEIMS Code: 13012100

Business Management



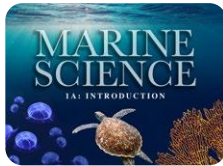
PEIMS Code: 13012100

Business Management



PEIMS Code: 13032900

Manufacturing Engineering Technology I



Course Code: EDL385

Marine Science 1a



PEIMS Code: N1303424

Marketing



PEIMS Code: N1303424

Marketing



PEIMS Code: 13034700

Advanced Marketing



PEIMS Code: 13034700

Advanced Marketing



PEIMS Code: TBD

Medical Assistant



PEIMS Code: TBD

Medical Assistant



Innovative Course

Introduction to Imaging Technology



Innovative Course

Introduction to Imaging Technology



Course Code: EDL310

Medical Lab Assisting 1a



Course Code: EDL311

Medical Lab Assisting 1b



PEIMS Code: TBD

Healthcare Administration & Management



PEIMS Code: TBD

Healthcare Administration & Management



PEIMS Code: 13020300

Medical Terminology



PEIMS Code: 13020300

Medical Terminology



PEIMS Code: 13011200

Principles of Business, Marketing & Finance



PEIMS Code: 13011400

Business Information Management I



PEIMS Code: 13011400

Business Information Management I



PEIMS Code: 13011200

Principles of Business, Marketing & Finance



PEIMS Code: 13011200

Principles of Business, Marketing & Finance



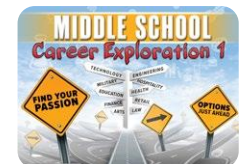
PEIMS Code: 03154110

Art, Middle School I



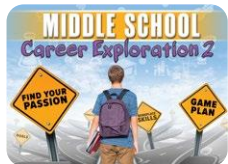
Course Code: EDL344

Middle School Animation



PEIMS Code: 12700400

Investigating Careers



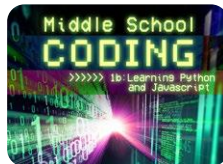
Course Code: EDL083

Middle School Career Explorations 2



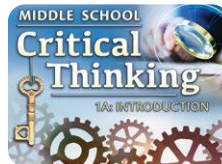
PEIMS Code: 03580100

Technology Applications



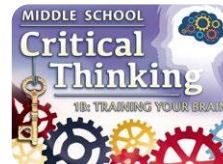
PEIMS Code: 03580100

Technology Applications



Course Code: EDL324

Middle School Critical Thinking 1a



Course Code: EDL325

Middle School Critical Thinking 1b



Course Code: EDL077

Middle School Digital Art & Design



Course Code: EDL341

Middle School Exploring Business



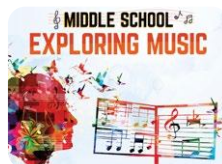
Course Code: EDL342

Middle School Exploring Health Science



Course Code: EDL343

Middle School Exploring Information Technology



PEIMS Code: 03154130

Music, Middle School 1



PEIMS Code: 03823000

Physical Education



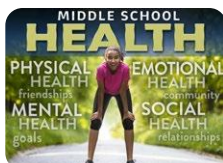
Course Code: EDL103

Middle School Game Design 1a



Course Code: EDL110

Middle School Game Design 1b



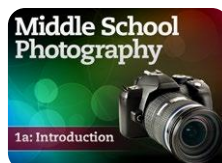
PEIMS Code: 03810100

Health Education



Course Code: EDL041

Middle School Journalism



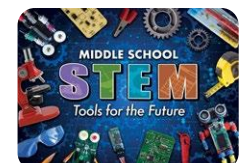
Course Code: EDL345

Middle School Photography



Course Code: EDL346

Middle School Photography



Course Code: EDL316

Middle School STEM



PEIMS Code: 02670060
Technology Applications,
Grade 6



PEIMS Code: 02670070
Technology Applications,
Grade 7



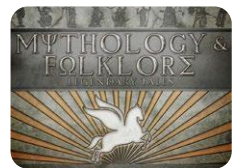
PEIMS Code: 02670080
Technology Applications,
Grade 8



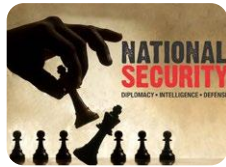
PEIMS Code: 13029200
Principles of Law, Public
Safety, Corrections, and
Security



PEIMS Code: 03155400
Music Studies



PEIMS Code: 03221500
Literary Genres



PEIMS Code: 13029800
Federal Law Enforcement
and Protective Services



PEIMS Code: 13027400
Networking



PEIMS Code: 13027400
Networking



Course Code: EDL334
Advanced Networking 1a



Course Code: EDL335
Advanced Networking 1b



PEIMS Code: 1302810
Foundations of
Cybersecurity



PEIMS Code: 1302810
Foundations of
Cybersecurity



Innovative Course
Principles of Nursing Science



Innovative Course
Principles of Nursing Science



PEIMS Code: 13024500
Lifetime Nutrition
and Wellness



Course Code: EDL247
Office Administration 1a



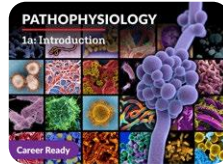
Course Code: EDL248
Office Administration 1b



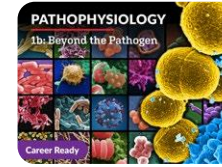
PEIMS Code: 03580855
Cybersecurity Capstone



PEIMS Code: 03580855
Cybersecurity Capstone



Course Code: EDL394
Pathophysiology 1a



Course Code: EDL395
Pathophysiology 1b



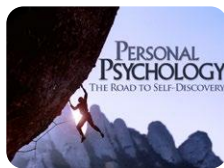
Course Code: EDL043
Peer Counseling



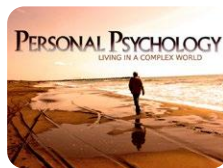
Course Code: EDL018
Personal & Family Finance



PEIMS Code: PES00052
Foundations of Personal
Fitness



PEIMS Code: 03350100
Psychology



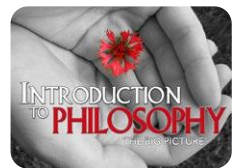
PEIMS Code: 03350100
Psychology



PEIMS Code: 13020950
Pharmacology



PEIMS Code: 13020950
Pharmacology



Course Code: EDL009
Philosophy



PEIMS Code: 03580200
Computer Science I



PEIMS Code: 03580200
Computer Science I



PEIMS Code: 03580300
Computer Science II



PEIMS Code: 03580300
Computer Science II



Course Code: EDL391
Professional Communication



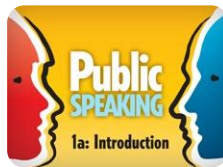
PEIMS Code: 13029200
Principles of Law, Public
Safety, Corrections &
Security



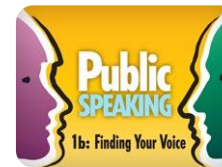
Course Code: EDL287
Professional Sales and
Promotion 1a



Course Code: EDL288
Professional Sales and
Promotion 1b



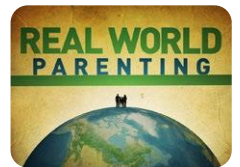
PEIMS Code: 03240900
Public Speaking I



PEIMS Code: 03240900
Public Speaking I



Course Code: EDL107
Reading & Writing for
Purpose



Innovative Course
Parenting Education I



Course Code: EDL071
Renewable Technologies



Innovative Course
Foundations of Restaurant
Management



PEIMS Code: 13037000
Robotics 1



PEIMS Code: 13037000
Robotics 1



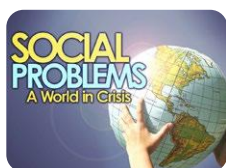
PEIMS Code: 13037050
Robotics 2



PEIMS Code: 13037050
Robotics 2



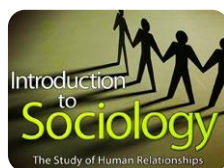
Course Code: EDL059
Social Media



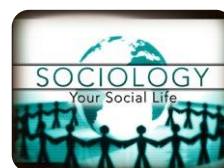
Course Code: EDL002
Social Problems 1



Course Code: EDL010
Social Problems 2



PEIMS Code: 3370100
Sociology



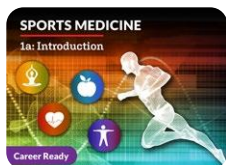
PEIMS Code: 3370100
Sociology



PEIMS Code: 13034600
Sports & Entertainment Marketing



PEIMS Code: 13034600
Sports & Entertainment Marketing



Innovative Course
Kinesiology I



Innovative Course
Kinesiology I



Innovative Course
Kinesiology II



Innovative Course
Kinesiology II



Course Code: EDL050
The Lord of the Rings



PEIMS Code: 3250500
Technical Theatre I



PEIMS Code: 3250500
Technical Theatre I



PEIMS Code: 13011300
Touch Systems Data Entry



PEIMS Code: 13000600
Veterinary Medical Applications



PEIMS Code: 03580810
Web Communications



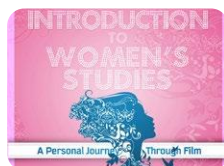
PEIMS Code: 03580810
Web Communications



PEIMS Code: 03580820
Web Design



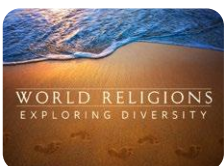
PEIMS Code: 03580820
Web Design



Course Code: EDL051
Women's Studies



PEIMS Code: N1270153
Career Preparation I



Course Code: EDL024
World Religions

New Courses Available Soon!

The courses listed below will be available to offer your teachers and students in 2023.

Coming in 2023!

- EDL277 Ethnic Studies 1a
- EDL379 Middle School Financial Literacy
- EDL375 Medical Lab Assisting 2a



eDynamic Learning Announces Our Newest Solution

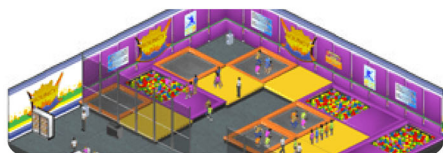
Career-Based Simulations from Knowledge Matters.



Knowledge Matters experiential career-based simulations allow students to develop real-world skills in a digital environment. Students go “hands-on” and make a variety of choices and decisions, get to witness the impact of those choices in real time, and then improve and refine their processes. They’ll experience scenarios such as staffing, pricing, safety, and more in industries such as food service, fashion, hospitality, retailing, sports management, manufacturing, marketing, and financial literacy. The simulations align to many of the courses offered by eDynamic Learning, creating a complementary combination of rich content for teaching and learning.

Entrepreneurship

From the elevator pitch, to securing financing, to operating a profitable business, this sim teaches all the keys to successful entrepreneurship.



Restaurant

Starting your own restaurant is a common dream. Here students do it in the safety of a virtual world while learning general business concepts.



Personal Finance

Live out ten financial lifetimes in an hour! From banking, to credit, to investment - this is the #1 personal finance curriculum in the U.S.



Accounting

From debits and credits to forensic accounting, the subject comes to life when students learn through a business they run.



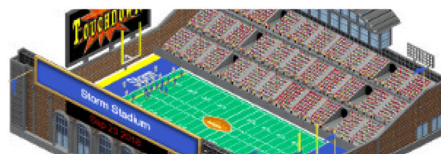
Fashion

Developed with the Fashion Institute of Design & Merchandising this sim covers trend spotting, to design, to mark-ups and mark-downs!



Sports & Entertainment

Your students will learn business and marketing in a context that is sure to attract them to class - the exciting world of sports and entertainment.



Retailing

In focused lessons, students control pricing, staffing, products and more. In the capstone project, they run the whole show.



Hotel

Developed with the support of the J. Willard and Alice S. Marriott Foundation, this sim gives students a realistic look at the inside workings of the global hospitality business.



Management

Students will manage a manufacturing plant. They’ll recruit employees, supervise them, and even fire them if needed.



Knowledge Matters career-based simulations are used in over one-third of all U.S. high schools and thousands of students participate in simulation competitions through DECA, FBLA, FCCLA, and BPA.

Professional Development Options

Implementation Essentials Workshop: Developing a Strong Foundation

Our professional development series begins with our **Implementation Essentials Workshop** to provide you with the foundational skills you need to start implementing eDL curriculum in your classes on Day 1. You'll interact live with the curriculum and participate in action-oriented activities, so you can hit the ground running. Exploration includes how to navigate the courses, understand the lesson structure, digital features, components for instructional support and teacher resources. This includes formative and summative assessments, rubrics, and the basics for customization.

Implementation Essentials Brick & Mortar School	Implementation Essentials Online School/Program	Implementation Essentials Instructional Services*	Implementation Essentials Online Course
Virtual EDLPD01B	Virtual EDLPD02B	Virtual EDLPD03B	Self-Paced EDLPD01C

* In the Instructional Services workshop, facilitators will learn more about their role and how they will support their students on a day-to-day basis and interact with the state-certified virtual instructor who will guide, monitor and grade student work.

Elevating Instructional Strategies

Our **Elevating Instructional Strategies** professional development series options allow educators to hone in on specific instructional methods that make sense for their classroom or district's needs. **The Differentiated Instruction workshop is only appropriate for the BUZZ LMS.*

Instructional Strategies Blended Learning	Instructional Strategies Inquiry-Based Learning	Instructional Strategies Differentiated Instruction	Instructional Strategies Online & Continuous Learning
<ul style="list-style-type: none">• Share the various blended learning models, pedagogy, and research• Evaluate and explore the benefits and strategies to support district initiatives• Uncover how to use eDL resources for blended learning• Practice methods through collaborative activities with lessons	<ul style="list-style-type: none">• Define Inquiry-Based Learning (Project-Based, Problem-Based and Challenged-Based Learning)• Clarify the benefits of IBL• Walkthrough the IBL framework in-depth focusing on questioning, research, creating, and communicating• Learn how to develop rubrics that focus on product and process• Learn how to customize eDynamic Learning content to support your IBL experience	<ul style="list-style-type: none">• Construct an understanding of differentiation to support student's learning styles, levels of readiness, and interests• Examine strategies to differentiate eDL courses, assignments, and grading through built-in tools, customization, and settings features to best support special populations for acceleration, IEP Plans, 504 Plans, ELL students, and students with special needs	<ul style="list-style-type: none">• Set expectations, tips, and strategies for teaching online• Instructional & LMS remote learning strategies to promote community, engagement, support SEL, and decrease student isolation• Brainstorm ideas to create a blended learning strategy for hybrid schedules• Strategies for promoting SEL, creating a sense of student agency, and decreasing student isolation.
Virtual EDLPD04B	Virtual EDLPD05B	Virtual EDLPD06B	Virtual EDLPD11B

Job-Embedded Coaching, Professional Development, and Support

Ongoing professional development is essential for continued success and increased academic achievement. Through our **On-going Coaching, Professional Development, and Support** we can provide you with a wide variety of options to support you throughout the school year.

Job-Embedded Coaching Focus Walks	Job-Embedded Coaching Modeling Lessons	Job-Embedded Coaching Co-Planning & Co-Teaching	Job-Embedded Coaching Observation & Feedback
Virtual EDLPD07B	Virtual EDLPD08B	Virtual EDLPD09B	Virtual EDLPD010B

**In addition to the four options listed above, districts have the ability to customize workshops to include a variety of elements from several concepts above working directly with their eDynamic Learning Professional Development Specialist.*

As educators, we celebrate your success and take professional development seriously. We want to ensure you feel excited and empowered to implement your new eDL curriculum through **relevant**, **purposeful**, and **flexible** professional development. We look forward to being your partner now and in the years ahead in helping you grow and produce a strong ROI - **Return on Instruction!**

● Workshop to be delivered onsite for up to 6 hours. *25 participants maximum.

● Virtual training delivered in up to 3 hours blocks.

Customer Training and Support

eDynamic customer service is available during normal business hours, Monday through Friday. Customer service personnel include customer success and support team members. These individuals work with districts through onboarding, professional development, and continued check-in protocols to assure a smooth set-up and roll-out process.

eDynamic technical support is available during normal business hours, Monday through Friday, via email. Technical support tickets can be submitted 24/7 through the support page on the website. Technical support team members will respond to requests within one business day.

Onboarding and product access can typically be arranged within 5-7 business days of finalizing a purchase order/contract.

Professional Development

eDynamic offers a range of purposeful and relevant professional development opportunities. All Implementation Essentials Workshops and Elevating Instructional Strategies Series training are available as virtual sessions. All training sessions are limited to 25 attendees max. Multiple sessions can be scheduled to accommodate larger staff.

Qualifications and Experience

Executive Contact:

David “Buzz” Reasoner, Regional Vice President
david.reasoner@edynamiclearning.com,

Account Manager/Sales Lead:

eDynamic Learning - Scott Carpus, Regional Sales Manager
scott@edynamiclearning.com

Knowledge Matters - Bruce Wilder, Sales
wilder@knowledgematters.com,

Billing & Reporting/Accounts Payable:

Accounts Payable, ap@edynamiclearning.com, 877-585-2029

Marketing:

Tyler Wood, VP Marketing
marketing@edynamiclearning.com,

Mr. Reasoner holds an undergraduate degree. Buzz has over 20 years in educational sales and support. Buzz works collaboratively with school districts to strategize, execute, implement, and scale eDynamic Learning’s digital curriculum, which prepares middle and secondary students to find their passions in life and earn industry certifications in high-demand industries.

Mr. Carpus holds an undergraduate degree in education. Scott has over 25 years experience in educational sales and support, over 12 of those years have been with eDynamic Learning. Scott works collaboratively with school districts to strategize, execute, implement, and scale eDynamic Learning's digital curriculum, which prepares middle and secondary students to find their passions in life and earn industry certifications in high-demand industries.

Mr. Wilder holds master's and undergraduate degrees in education. Bruce has over 27 years teaching experience. He has worked in educational sales for over 7 years. Bruce works collaboratively with school districts to strategize, execute, implement, and scale Knowledge Matters digital simulations, which provides an interactive curriculum to teach business, marketing, financial literacy, and more.

References

Denton ISD
Carla Ruge, CTE Director
Denton, TX
940-369-0452, cruge@dentonisd.org
Customer since 2019
Full eDynamic course library - over 2000 seats

Birdville ISD
Allison Vinson, CTE Director
Haltom City, TX
817-547-5716, allison.vinson@birdvilleschools.net
Customer since 2017
Full eDynamic course library - 500 seats

Anchorage School District
Carol Boatman, Director of Innovative Learning
Anchorage, AK
907-742-1351, boatman_carol@asdk12.org
Customer since 2015
District-wide access for all student in grades 6-12

Cooperative Awards

eDynamic Holdings LP currently has awarded contracts with the following cooperatives:

Choice Partners - 22/038SG-11 Educational Materials
BuyBoard - 692-23 Software as a Service (SaaS) Products
EPIC 6 - 8.22 CTE - Equipment, Supplies, Service
PCA - OD-377-22 Web Based Career and College Courses
ESC 14/Omnia - 04-23 Instructional and Educational Resources
Region 10 - EdTech Exchange Purchasing Cooperative ET20181602

eDynamic Holdings LP is not, and has not in the past been involved in any litigation, bankruptcy, or reorganization.

eDynamic Holdings LP is not owned or operated by anyone who has been convicted of a felony.

Ease of Use

eDynamic Learning Course Information Video:

<https://vimeo.com/manage/videos/825604276/39f6860534>

eDynamic Learning courseware and/or Knowledge Matters simulation demos can be provided upon request.

Value Add

Teacher Resources

All eDynamic Learning courses come with multiple teacher resources including a pacing guide and multiple teaching guides. Additional teacher resources are found on the eDynamic website.

All Knowledge Matters simulations include a lesson plan with a description of the actions students will be doing in the simulation, the student learning objectives, and essential questions that teachers can use for student discussions.

eDynamic Learning Courseware + Knowledge Matters Simulations

eDynamic Learning' comprehensive digital curriculum complements Knowledge Matters simulations to enhance student engagement and elevate the learning experience. Crosswalks are available that show the recommended options for integrating the two solutions.

Virtual Internship Program

The newest offering for combining eDynamic Learning courses and Knowledge Matters simulations is the year-long eDynamic Learning Virtual Internship Program. This program offers multiple options for students to explore career opportunities and develop the top ten employability skills and work-based competencies. The program includes an end-of-year research capstone that students can use as a portfolio project.

eDynamic Learning's Virtual Internship Programs

Are you finding it challenging to give your students in-person internships, service hour experiences, or meet career readiness standards and goals?



Eight Options to Choose From or Have Them All with All-Access!

Our Virtual Internship Programs can set your students on a career-ready path for a successful future. This year-long program is designed to prepare students prior to stepping into the workplace, and gives them opportunities to test and try concepts in a risk-free simulated environment. And unlike a physical internship experience, your students will get to experience and manage all aspects of running a business, including staffing, operations, marketing, finance, sales, and much more. They'll get to uncover which areas they like most and wish to focus on in the real world, or major in at college.

Key Benefits

- Designed in partnership with real businesses
- Aids students in developing the top 10 employability skills and work-based competencies that companies seek
- A perfect year-long program that pairs nicely with many CTE pathways
- Gives students an outlet to reflect on their future and hone in on areas in their desired field
- Gives teachers all the lessons, activities, tools, and resources to help students find success

Includes an exciting end-of-year research capstone for students to use as a portfolio project

LMS Compatibility

moodle schoolology canvas

D2L Blackboard

Appendix C: Vendor Contract and Signature Forms

Please find all signature forms to follow.

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).)

05/10/2023

Date

B.L. Piccioni

CFO

Authorized Signature & Title

Appendix C: VENDOR CONTRACT AND SIGNATURE FORM

This Vendor Contract and Signature Form ("Contract") is made as of 05/10/2023, by and between eDynamic Holdings LP ("Vendor") and Region 10 Education Service Center ("Region 10 ESC") for the purchase of Career and Technical Development 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	eDynamic Holdings LP
Address	1256 Main Street, Suite 256
City/State/Zip	Southlake, TX 76092
Telephone No.	877-585-2029
Email address	proposals@edynamiclearning.com
Printed name	Brian Piccioni
Position with company	CFO
Authorized signature	<i>B.L. Piccioni</i>

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

Jim Newhouse

Print Name

6/14/23

Date

EdTech Exchange Contract Number ET231202

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.

Potential Vendor: eDynamic Holdings LP

Title of Authorized Representative: Brian Piccioni, CFO

Mailing Address: 1256 Main Street, Suite 256, Southlake, TX 76092

Signature: *B.L. Piccioni*

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: eDynamic Holdings LP

Title of Authorized Representative: Brian Piccioni, CFO

Mailing Address: 1256 Main Street, Suite 256, Southlake, TX 76092

Signature: *B.L. Piccioni*

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.

B.L. Piccioni

Signature of Respondent

05/10/2023

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.

B.L. Piccioni

Signature of Respondent

05/10/2023

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 eDynamic Holdings LP

ADDRESS 1256 Main Street, Suite 256

Southlake, TX 76092

PHONE 877-585-2029

FAX _____

RESPONDANT

B.L. Piccioni

Signature

Brian Piccioni

Printed Name

CFO

Position with Company

AUTHORIZING OFFICIAL

Signature

Printed Name

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.)

eDynamic Holdings LP	1256 Main Street, Suite 256	
Company Name	Address	
Southlake	TX	76092
City	State	Zip

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? BLP

(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? BLP

(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? BLP

(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? BLP

(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? BLP

(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? BLP

(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? BLP

(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? BLP

(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? BLP

(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? BLP

(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? BLP

(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? BLP

(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? BLP

(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? BLP

(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? BLP

(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.

eDynamic Holdings LP

Company Name

B.L. Piccioni

Signature of Authorized Company Official

Brian Piccioni

Printed Name

CFO

Title

05/10/2023

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.)

ATTACHMENT B: EDCURATION 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 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](https://www.edcuration.com).
- ☒ We would like to discuss listing requirements with EdCuration.






ESC 10 RFP 2023-12 CTE - eDynamic

Final Audit Report

2023-05-10

Created:	2023-05-10
By:	Nicole Shannon (nicole.shannon@edynamiclearning.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAApPqbr3l8NA0qgWGjclBwQVg8WdEP_-T-

"ESC 10 RFP 2023-12 CTE - eDynamic" History

-  Document created by Nicole Shannon (nicole.shannon@edynamiclearning.com)
2023-05-10 - 8:38:20 PM GMT
-  Document emailed to Brian Piccioni (brian.piccioni@edynamiclearning.com) for signature
2023-05-10 - 8:45:44 PM GMT
-  Email viewed by Brian Piccioni (brian.piccioni@edynamiclearning.com)
2023-05-10 - 9:10:34 PM GMT
-  Document e-signed by Brian Piccioni (brian.piccioni@edynamiclearning.com)
Signature Date: 2023-05-10 - 9:11:56 PM GMT - Time Source: server
-  Agreement completed.
2023-05-10 - 9:11:56 PM GMT