

Region 14 Education Service Center (ESC)

Contract # 11-73

for

Instructional and Educational Resources

with

eDynamic Holdings LP

Effective: May 1, 2023

TAB 2 NCPA ADMINISTRATION AGREEMENT

This Administration Agreement is made as of May 1, 2023, by and between National Cooperative Purchasing Alliance (“NCPA”) and eDynamic Holdings LP (“Vendor”).

Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated May 1, 2023, referenced as Contract Number 11-73, by and between Region 14 ESC and Vendor, as may be amended from time to time in accordance with the terms thereof (the “Master Agreement”), for the purchase of Instructional and Educational Resources;

WHEREAS, said Master Agreement provides that any state, city, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution, other government agency or nonprofit organization (hereinafter referred to as “public agency” or collectively, “public agencies”) may purchase products and services at the prices indicated in the Master Agreement;

WHEREAS, NCPA has the administrative and legal capacity to administer purchases under the Master Agreement to public agencies;

WHEREAS, NCPA serves as the administrative agent for Region 14 ESC in connection with other master agreements offered by NCPA

WHEREAS, Region 14 ESC desires NCPA to proceed with administration of the Master Agreement;

WHEREAS, NCPA and Vendor desire to enter into this Agreement to make available the Master Agreement to public agencies on a national basis;

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, NCPA and Vendor hereby agree as follows:

General Terms and Conditions

- The Master Agreement, attached hereto as Exhibit 1 and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Administration Agreement except as expressly changed or modified by this Administration Agreement.
- NCPA shall be afforded all of the rights, privileges and indemnifications afforded to Region 14 ESC under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to NCPA under this Administration Agreement including, but not limited to, Contractor’s obligation to provide appropriate insurance and certain indemnifications to Region 14 ESC.

- Contractor shall perform all duties, responsibilities and obligations required under the Master Agreement in the time and manner specified by the Master Agreement.
- NCPA shall perform all of its duties, responsibilities, and obligations as administrator of purchases under the Master Agreement as set forth herein, and Contractor acknowledges that NCPA shall act in the capacity of administrator of purchases under the Master Agreement.
- With respect to any purchases made by Region 14 ESC or any Participating Agency pursuant to the Master Agreement, NCPA (a) shall not be construed as a dealer, re-marketer, representative, partner, or agent of any type of Contractor, Region 14 ESC, or such Participating Agency, (b) shall not be obligated, liable or responsible (i) for any orders made by Region 14 ESC, any Participating Agency or any employee of Region 14 ESC or Participating Agency under the Master Agreement, or (ii) for any payments required to be made with respect to such order, and (c) shall not be obligated, liable or responsible for any failure by the Participating Agency to (i) comply with procedures or requirements of applicable law, or (ii) obtain the due authorization and approval necessary to purchase under the Master Agreement. NCPA makes no representations or guaranties with respect to any minimum purchases required to be made by Region 14 ESC, any Participating Agency, or any employee of Region 14 ESC or Participating Agency under this Administration Agreement or the Master Agreement.
- With respect to any supplemental agreement entered into between a Participating Agency and Contractor pursuant to the Master Agreement, NCPA, its agents, members and employees shall not be made party to any claim for breach of such agreement.
- This Administration Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Administrative Agreement which is not contained herein shall be valid or binding.
- Contractor agrees to allow NCPA to use their name and logo within website, marketing materials and advertisement. Any use of NCPA name and logo or any form of publicity regarding this Administration Agreement or the Master Agreement by Contractor must have prior approval from NCPA.
- If any action at law or in equity is brought to enforce or interpret the provisions of this Administration Agreement or to recover any administrative fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which such party may be entitled.
- Neither this Administration Agreement nor any rights or obligations hereunder shall be assignable by Contractor without prior written consent of NCPA, provided, however, that the Contractor may, without such written consent, assign this Administration Agreement and its rights and delegate its obligations hereunder in connection with the transfer or sale of all or substantially all of its assets or business related to this Administration Agreement, or in the event of its merger, consolidation, change in control or similar transaction. Any permitted assignee shall assume all assigned obligations of its assignor under this Administration Agreement.
- This Administration Agreement and NCPA's rights and obligations hereunder may be assigned at NCPA's sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform NCPA's obligations hereunder.

Term of Agreement

This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the obligation to pay all amounts owed by Vendor to NCPA through the

termination of this Agreement and all indemnifications afforded by Vendor to NCPA shall survive the term of this Agreement.

Fees and Reporting

The awarded vendor shall electronically provide NCPA with a detailed quarterly report showing the dollar volume of all sales under the contract for the previous quarter. Reports are due on the fifteenth (15th) day after the close of the previous quarter. It is the responsibility of the awarded vendor to collect and compile all sales under the contract from participating members and submit one (1) report. The report shall include at least the following information as listed in the example below:

Entity Name	Zip Code	State	PO or Job #	Sale Amount

Total _____

Each quarter NCPA will invoice the vendor based on the total of sale amount(s) reported. From the invoice the vendor shall pay to NCPA an administrative fee based upon the tiered fee schedule below. Vendor’s annual sales shall be measured on a calendar year basis. Deadline for term of payment will be included in the invoice NCPA provides.

Annual Sales Through Contract	Administrative Fee
0 - \$30,000,000	2%
\$30,000,001 - \$50,000,000	1.5%
\$50,000,001+	1%

Supplier shall maintain an accounting of all purchases made by Public Agencies under the Master Agreement. NCPA and Region 14 ESC reserve the right to audit the accounting for a period of four (4) years from the date NCPA receives the accounting. In the event of such an audit, the requested materials shall be provided at the location designated by Region 14 ESC or NCPA. In the event such audit reveals an under reporting of Contract Sales and a resulting underpayment of administrative fees, Vendor shall promptly pay NCPA the amount of such underpayment, together with interest on such amount and shall be obligated to reimburse NCPA’s costs and expenses for such audit.

ACKNOWLEDGMENT OF CONTRACTOR REQUIREMENTS

National Cooperative Purchasing Alliance

Organization

Sarah Vavra

Name

Sr. Vice President, Public Sector Contracting

Title

5001 Aspen Grove

Address

Franklin, TN 37067

Address



Signature

May 1, 2023

Date

eDynamic Holdings LP

Vendor Name

Brian Piccioni

Name

CFO

Title

1256 Main Street, Suite 256

Address

Southlake, TX 76092

Address



Signature

03/21/2023

Date



eDynamicLearning

— CAREER & ELECTIVE COURSES —

**RFP Instructional and Educational Resources
Solicitation Number 04-23**

Tabs 1-3

**eDynamic Holdings LP
1256 Main Street, Suite 256
Southlake, TX 76092**

**Proposal Contact:
Nicole Shannon
Bid and Proposal Writer
877-585-2029 x 401
proposals@edynamiclearning.com**

TAB 1

MASTER AGREEMENT - GENERAL TERMS AND CONDITIONS

Customer Support

The vendor shall provide timely and accurate technical advice and sales support. The vendor shall respond to such requests within one (1) working day after receipt of the request.

Disclosures

Respondent 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.

The respondent 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.

Renewal of Contract

Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew for up to two (2) additional one-year terms or any combination of time equally not more than 2 years if agreed to by Region 14 ESC and the vendor.

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.

Shipments (if applicable)

The awarded vendor shall ship ordered products within seven (7) working days for goods available and within four (4) to six (6) weeks for specialty items after the receipt of the order unless modified. If a product cannot be shipped within that time, the awarded vendor shall notify the entity placing the order as to why the product has not shipped and shall provide an estimated shipping date. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.

Tax Exempt Status

Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the vendor.

Payments

The entity using the contract will make payments directly to the awarded vendor or their affiliates (distributors/business partners/resellers) as long as written request and approval by NCPA is provided to the awarded vendor.

Adding Authorized Distributors/Dealers

Awarded vendors may submit a list of distributors/partners/resellers to sell under their contract throughout the life of the contract. Vendor must receive written approval from NCPA before such distributors/partners/resellers considered authorized.

Purchase orders and payment can only be made to awarded vendor or distributors/ business partners/resellers previously approved by NCPA.

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.

All distributors/partners/resellers are required to abide by the Terms and Conditions of the vendor's agreement with NCPA.

Pricing

All pricing submitted shall include the administrative fee to be remitted to NCPA by the awarded vendor. It is the awarded vendor's responsibility to keep all pricing up to date and on file with NCPA.

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

Warranty

Proposal should address the following warranty information:

- Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
- Availability of replacement parts
- Life expectancy of equipment under normal use
- Detailed information as to proposed return policy on all equipment

Products: Vendor shall provide equipment, materials and products that are new unless otherwise specified, of good quality and free of defects

Construction: Vendor shall perform services in a good and workmanlike manner and in accordance with industry standards for the service provided.

Safety

Vendors performing services shall comply with occupational safety and health rules and regulations. Also all vendors and subcontractors shall be held responsible for the safety of their employees and any conditions that may cause injury or damage to persons or property.

Permits

Since this is a national contract, knowing the permit laws in each state is the sole responsibility of the vendor.

Indemnity

The awarded vendor shall protect, indemnify, and hold harmless Region 14 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.

Franchise Tax

The respondent hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes.

Supplemental Agreements

The entity participating in this 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.

Certificates of Insurance

Certificates of insurance shall be delivered to the Public Agency 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.

Legal Obligations

It is the Respondent'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.

Protest

A protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm CST. Protests shall be filed with Region 14 ESC and shall include the following:

- Name, address and telephone number of protester
- Original signature of protester or its representative
- Identification of the solicitation by RFP number
- Detailed statement of legal and factual grounds including copies of relevant documents and the form of relief requested

Any protest review and action shall be considered final with no further formalities being considered.

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 and regulation of any kind of government of the United States or any civil or military authority; insurrections; riots; epidemics; pandemic; 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

Prevailing Wage

It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser. It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this contract and adjust wage rates accordingly.

Termination

Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

Open Records Policy

Because Region 14 ESC is 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 respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 14 ESC must provide the OAG sufficient

information to render an opinion and therefore, vague and general claims to confidentiality by the respondent are not acceptable. Region 14 ESC must comply with the opinions of the OAG. Region14 ESC assumes no responsibility for asserting legal arguments on behalf of any vendor. Respondent 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.

PROCESS

Region 14 ESC will evaluate proposals in accordance with, and subject to, the relevant statutes, ordinances, rules, and regulations that govern its procurement practices. NCPA will assist Region 14 ESC in evaluating proposals. Award(s) will be made to the prospective vendor whose response is determined to be the most advantageous to Region 14 ESC, NCPA, and its participating agencies. To qualify for evaluation, response must have been submitted on time, and satisfy all mandatory requirements identified in this document.

Contract Administration

The contract will be administered by Region 14 ESC. The National Program will be administered by NCPA on behalf of Region 14 ESC.

Contract Term

The contract term will be for three (3) year starting from the date of the award. The contract may be renewed for up to two (2) additional one-year terms or any combination of time equally not more than 2 years.

It should be noted that maintenance/service agreements may be issued for up to (5) years under this contract even if the contract only lasts for the initial term of the contract. NCPA will monitor any maintenance agreements for the term of the agreement provided they are signed prior to the termination or expiration of this contract.

Contract Waiver

Any waiver of any provision of this contract shall be in writing and shall be signed by the duly authorized agent of Region 14 ESC. The waiver by either party of any term or condition of this contract shall not be deemed to constitute waiver thereof nor a waiver of any further or additional right that such party may hold under this contract.

Price Increases

Should it become necessary, price increase requests may be submitted at any point during the term of the contract by written amendment. Included with the request must be documentation and/or formal cost justification for these changes. Requests will be formally reviewed, and if justified, the amendment will be approved.

Products and Services Additions

New Products and/or Services may be added to the resulting contract at any time during the term by written amendment, to the extent that those products and/or services are within the scope of this RFP.

Competitive Range

It may be necessary for Region 14 ESC to establish a competitive range. Responses not in the competitive range are unacceptable and do not receive further award consideration.

Deviations and Exceptions

Deviations or exceptions stipulated in response may result in disqualification. It is the intent of Region 14 ESC to award a vendor's complete line of products and/or services, when possible.

Estimated Quantities

While no minimum volume is guaranteed, the estimated (but not limited to) annual volume for Products and Services purchased under the proposed Master Agreement is \$50 million dollars annually. This estimate is based on the anticipated volume of Region 14 ESC and current sales within the NCPA program.

Evaluation

Region 14 ESC will review and evaluate all responses in accordance with, and subject to, the relevant statutes, ordinances, rules and regulations that govern its procurement practices. NCPA will assist the lead agency in evaluating proposals. Recommendations for contract awards will be based on multiple factors, each factor being assigned a point value based on its importance.

Formation of Contract

A response to this solicitation is an offer to contract with Region 14 ESC based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation does not become a contract until it is accepted by Region 14 ESC. The prospective vendor must submit a signed Signature Form with the response thus, eliminating the need for a formal signing process. Contract award letter issued by Region 14 ESC is the counter-signature document establishing acceptance of the contract.

NCPA Administrative Agreement

The vendor will be required to enter and execute the National Cooperative Purchasing Alliance Administration Agreement with NCPA upon award with Region 14 ESC. The agreement establishes the requirements of the vendor with respect to a nationwide contract effort.

Clarifications/Discussions

Region 14 ESC may request additional information or clarification from any of the respondents after review of the proposals received for the sole purpose of elimination minor irregularities, informalities, or apparent clerical mistakes in the proposal. Clarification does not give respondent an opportunity to revise or modify its proposal, except to the extent that correction of apparent clerical mistakes results in a revision. After the initial receipt of proposals, Region 14 ESC reserves the right to conduct discussions with those respondent's whose proposals are determined to be reasonably susceptible of being selected for award. Discussions occur when oral or written communications between Region 14 ESC and respondent's are conducted for the purpose clarifications involving information essential for determining the acceptability of a proposal or that provides respondent an opportunity to revise or modify its proposal. Region 14 ESC will not assist respondent bring its proposal up to the level of other proposals through discussions. Region 14 ESC will not indicate to respondent a cost or price that it must meet to neither obtain further consideration nor will it provide any information about other respondents' proposals or prices.

Multiple Awards

Multiple Contracts may be awarded as a result of the solicitation. Multiple Awards will ensure that any ensuing contracts fulfill current and future requirements of the diverse and large number of participating public agencies.

Past Performance

Past performance is relevant information regarding a vendor's actions under previously awarded contracts; including the administrative aspects of performance; the vendor's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the vendor's businesslike concern for the interests of the customer.

EVALUATION CRITERIA

Pricing (40 points)

Electronic Price Lists

- Products, Services, Warranties, etc. price list
- Prices listed will be used to establish both the extent of a vendor's product lines, services, warranties, etc. available from a particular bidder and the pricing per item.

Ability to Provide and Perform the Required Services for the Contract (25 points)

- Product Delivery within participating entities specified parameters
- Number of line items delivered complete within the normal delivery time as a percentage of line items ordered.
- Vendor's ability to perform towards above requirements and desired specifications.
- Past Cooperative Program Performance
- Quantity of line items available that are commonly purchased by the entity.
- Quality of line items available compared to normal participating entity standards.

References and Experience (20 points)

- A minimum of ten (10) customer references for product and/or services of similar scope dating within past 3 years
- Respondent Reputation in marketplace
- Past Experience working with public sector.
- Exhibited understanding of cooperative purchasing

Value Added Products/Services Description, (8 points)

- Additional Products/Services related to the scope of RFP
- Marketing and Training
- Minority and Women Business Enterprise (MWBE) and (HUB) Participation
- Customer Service

Technology for Supporting the Program (7 points)

- Electronic on-line catalog, order entry use by and suitability for the entity's needs
- Quality of vendor's on-line resources for NCPA members.
- Specifications and features offered by respondent's products and/or services

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 bid in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said bid 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.

Prices are guaranteed: **120 days**

eDynamic Holdings LP

Company Name

1256 Main Street, Suite 256

Address

Southlake

TX

76092

City

State

Zip

877-585-2029

Telephone Number

877-398-0553

Fax Number

proposals@edynamiclearning.com

Email Address

Brian Piccioni

Printed Name

CFO

Position

B.L. Piccioni

Authorized Signature

TAB 2 NCPA ADMINISTRATION AGREEMENT

This Administration Agreement is made as of _____, by and between National Cooperative Purchasing Alliance (“NCPA”) and _____ (“Vendor”).
eDynamic Holdings LP

Recitals

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ACKNOWLEDGMENT OF CONTRACTOR REQUIREMENTS

National Cooperative Purchasing Alliance

Organization

Name

Title

Address

Address

Signature

Date

eDynamic Holdings LP

Vendor Name

Brian Piccioni

Name

CFO

Title

1256 Main Street, Suite 256

Address

Southlake, TX 76092

Address

B.L. Piccioni

Signature

03/21/2023

Date

TAB 3 VENDOR QUESTIONNAIRE

Please provide responses to the following questions that address your company's operations, organization, structure, and processes for providing products and services.

Locations Covered

- Bidder must indicate any and all locations where products and services can be offered.
- Please indicate the price co-efficient for each location if it varies.

<input checked="" type="checkbox"/> All 50 States & District of Columbia (Selecting this box is equal to checking all boxes below)			
<input type="checkbox"/> Alabama	<input type="checkbox"/> Illinois	<input type="checkbox"/> Montana	<input type="checkbox"/> Rhode Island
<input type="checkbox"/> Alaska	<input type="checkbox"/> Indiana	<input type="checkbox"/> Nebraska	<input type="checkbox"/> South Carolina
<input type="checkbox"/> Arizona	<input type="checkbox"/> Iowa	<input type="checkbox"/> Nevada	<input type="checkbox"/> South Dakota
<input type="checkbox"/> Arkansas	<input type="checkbox"/> Kansas	<input type="checkbox"/> New Hampshire	<input type="checkbox"/> Tennessee
<input type="checkbox"/> California	<input type="checkbox"/> Massachusetts	<input type="checkbox"/> New Jersey	<input type="checkbox"/> Texas
<input type="checkbox"/> Colorado	<input type="checkbox"/> Michigan	<input type="checkbox"/> New Mexico	<input type="checkbox"/> Utah
<input type="checkbox"/> Connecticut	<input type="checkbox"/> Minnesota	<input type="checkbox"/> New York	<input type="checkbox"/> Vermont
<input type="checkbox"/> Delaware	<input type="checkbox"/> Mississippi	<input type="checkbox"/> North Carolina	<input type="checkbox"/> Virginia
<input type="checkbox"/> D.C.	<input type="checkbox"/> Missouri	<input type="checkbox"/> North Dakota	<input type="checkbox"/> Washington
<input type="checkbox"/> Florida	<input type="checkbox"/> Kentucky	<input type="checkbox"/> Ohio	<input type="checkbox"/> West Virginia
<input type="checkbox"/> Georgia	<input type="checkbox"/> Louisiana	<input type="checkbox"/> Oklahoma	<input type="checkbox"/> Wisconsin
<input type="checkbox"/> Hawaii	<input type="checkbox"/> Maine	<input type="checkbox"/> Oregon	<input type="checkbox"/> Wyoming
<input type="checkbox"/> Idaho	<input type="checkbox"/> Maryland	<input type="checkbox"/> Pennsylvania	

<input checked="" type="checkbox"/> All U.S. Territories and Outlying Areas (Selecting this box is equal to checking all boxes below)	
<input type="checkbox"/> American Samoa	<input type="checkbox"/> Northern Marina Island
<input type="checkbox"/> Federated States of Micronesia	<input type="checkbox"/> Puerto Rico
<input type="checkbox"/> Guam	<input type="checkbox"/> U.S. Virgin Islands

<input type="checkbox"/> Midway Islands	
<input checked="" type="checkbox"/> All Canada Provinces and Territories (Selecting this box is equal to checking all boxes below)	
<input type="checkbox"/> Alberta	<input type="checkbox"/> Prince Edward Island
<input type="checkbox"/> British Columbia	<input type="checkbox"/> Quebec
<input type="checkbox"/> Manitoba	<input type="checkbox"/> Saskatchewan
<input type="checkbox"/> New Brunswick	<input type="checkbox"/> Northwest Territories
<input type="checkbox"/> Newfoundland and Labrador	<input type="checkbox"/> Nunavut
<input type="checkbox"/> Nova Scotia	<input type="checkbox"/> Yukon
<input type="checkbox"/> Ontario	

If awarded a Master Agreement, will your company extend the terms offered in your Proposal to public agencies in Canada? If no or maybe, please explain.

Yes Maybe No

If awarded a Master Agreement, will your company extend the terms offered in your Proposal to private sector customers?

Yes Maybe No

Minority and Women Business Enterprise (MWBE) and (HUB) Participation

It is the policy of some entities participating in NCPA to involve minority and women business enterprises (MWBE) and historically underutilized businesses (HUB) in the purchase of goods and services. Respondents shall indicate below whether or not they are an M/WBE or HUB certified.

Minority/Women Business Enterprise Respondent Certifies that this firm a Minority / Women Business Enterprise

Historically Underutilized Business Respondent Certifies that this firm is a Historically Underutilized Business

Small Business, MWBE and HUB Growth

If Proposer is a Large, National or Multinational Organization/Corporation, what programs are in place that partners or supports the growth of small and MWEB and HUB business? If yes, please describe.

N/A, we are a recognized small, MWEB or HUB organization

No, we do not have any programs in place.

Yes, we have programs in place.

Residency

Responding Company's principal place of business is in the city of Southlake,
State of Texas.

Felony Conviction Notice

Please Check Applicable Box (If the 3rd box is checked, a detailed explanation of the names and convictions must be attached):

- A publicly held corporation; therefore, this reporting requirement is not applicable.
- Is not owned or operated by anyone who has been convicted of a felony.
- Is owned or operated by the following individual(s) who has/have been convicted of a felony

Distribution Channel

Which best describes your company's position in the distribution channel:

- Manufacturer Direct Certified education/government reseller
- Authorized Distributor Manufacturer marketing through reseller
- Value-added reseller Other: eDynamic is the publisher and seller of our courseware and simulations.

Processing Contact Information

Contact Person	<u>Nicole Shannon</u>
Title	<u>Bid and Proposal Writer</u>
Company	<u>eDynamic Holdings LP</u>
Address	<u>1256 Main Street, Suite 256</u>
City/State/Zip	<u>Southlake, TX 76092</u>
Phone	<u>877-585-2029</u>
Email	<u>proposals@edynamiclearning.com</u>

Pricing Information

In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer all future product introductions at prices that are proportionate to Contract Pricing. If answer is no, attach a statement detailing how pricing for NCPA participants would be calculated for future product introductions.

Yes No

Pricing submitted includes the required NCPA administrative fee. The NCPA fee is calculated based on the invoice price to the customer.

Yes No

Cooperatives

List any other cooperative or state contracts currently held or in the process of securing.

Cooperative/State Agency	Discount Offered	Expires	Annual Sales Volume
Choice Partners			
BuyBoard			
PCA			






eDynamic - NCPA - Tabs 1-3

Final Audit Report

2023-03-21

Created:	2023-03-21
By:	Nicole Shannon (nicole.shannon@edynamiclearning.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAakWDTTNCBb77oKxUX2EQBMuwRatFxFt6

"eDynamic - NCPA - Tabs 1-3" History

-  Document created by Nicole Shannon (nicole.shannon@edynamiclearning.com)
2023-03-21 - 2:48:53 PM GMT
-  Document emailed to Brian Piccioni (brian.piccioni@edynamiclearning.com) for signature
2023-03-21 - 2:51:34 PM GMT
-  Email viewed by Brian Piccioni (brian.piccioni@edynamiclearning.com)
2023-03-21 - 4:19:53 PM GMT
-  Document e-signed by Brian Piccioni (brian.piccioni@edynamiclearning.com)
Signature Date: 2023-03-21 - 4:20:05 PM GMT - Time Source: server
-  Agreement completed.
2023-03-21 - 4:20:05 PM GMT

Names and email addresses are entered into the Acrobat Sign service by Acrobat Sign users and are unverified unless otherwise noted.



Tab 4 - Vendor Profile

eDynamic Holdings LP
DUNS: 118657455

eDynamic Holdings LP consists of eDynamic Learning courseware and Knowledge Matters simulations. eDynamic Learning is North America's largest publisher of online CTE & elective courseware for grades 6-12. Serving hundreds of schools and districts of all sizes throughout North America, eDynamic supports career exploration and workforce readiness for secondary students. Knowledge Matters is the leading provider of interactive, browser-based, educational simulations for teaching business, marketing, and personal finance/financial literacy. The company's Virtual Business line of simulations is used in over one-third of all the high schools in the United States.

eDynamic Learning was founded by a high school teacher in 2008 with a vision to broaden students' interest in school by exposing them to unique career and elective course options. 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, eDynamic Learning is the largest publisher of Career Ready and skill-based electives in North America with almost 250 courses available.

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.

Our courses are developed and supported by eDynamic Learning personnel located throughout the US and Canada. Our company offices are located in Southlake, TX and Kelowna, BC.

eDynamic employs over 50 full-time staff to develop and support our online courseware. Districts will work directly with the area regional sales manager as their main point of contact. Customer success and technical support personnel will also be available to work with districts to help with onboarding, professional development, installation, and ongoing support.

eDynamic works with hundreds of schools and districts across the country serving a variety of educational entities ranging from brick and mortar public schools to state-wide virtual school networks. Our customers range in size from small private schools to large urban school districts.

Personnel

David Reasoner, Regional Vice President Sales, david.reasoner@edynamiclearning.com

Tamara Hambrick, Regional Sales Representative, tamara.hambrick@edynamiclearning.com

Bruce Wilder, Knowledge Matters Sales HS Central Region, wilder@knowledgematters.com

Ricci Blackwell, Director Sales Operations and Customer Success

Bridget Alford, Customer Success Manager

Cort Hertay, Technical Support Manager

Terms of payment are NET 30

eDynamic Holdings LP - Financial Information

Founded in 2008, 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. To learn more about Gauge Capital, visit <https://gaugecapital.com/>

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

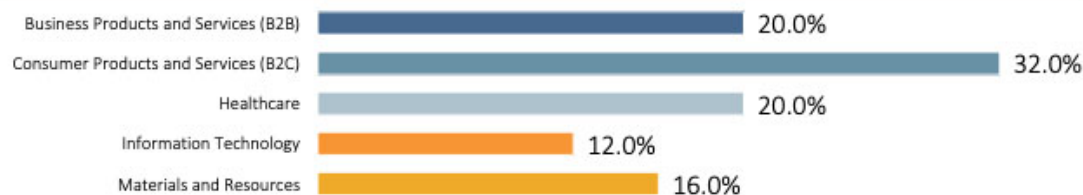
Recently closed investments

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



eDynamic Learning produces and delivers Career and Technical Education and elective courses in online environments for middle and high school students. Developed with state and industry standards top-of-mind, our courses meet curriculum needs in a variety of subject areas.

We make implementation hassle-free by integrating into the most commonly used learning management systems (LMS). Importing our course content into your LMS allows students and teachers to access the content in an environment with which they are comfortable. This option also provides easy integration into your SIS. Once the courses are in your LMS, you have the academic freedom to edit content if you choose to do so. If you prefer not to integrate eDynamic Learning's courses into the districts' LMS, we will host the course content in the Buzz LMS.

By offering courses in a web-based environment, we provide the ultimate flexibility. School districts can deploy eDynamic Learning courses in traditional classrooms, blended learning environments, alternative settings, and wholly online classes. Students can access courses on their schedule, 24 hours a day, 7 days a week. A responsive course design means that eDynamic Learning's courses can be used on any device – desktops, laptops, tablets, and Chromebooks. Accessing content on mobile devices makes learning on-the-go possible.

As a teacher founded company, we take great pride in helping schools ignite passion within their students by giving them opportunities to tie their interests to rewarding professions. Our career-focused catalog offers over 200 course options for students so they can make informed decisions regarding their future. In 2021, EdTech Digest awarded eDynamic Learning the Cool Tool Award for its CTE, Exploration & Career-Ready Courses solution in the Career Planning category. In 2022 Knowledge Matters was named an EdTech Cool Tool Award Finalist. eDynamic Learning received the SIIA CODiE award for Best Elective Curriculum Solution for 2021 and 2022. In 2019 Knowledge Matters was named a CIO Applications Top 10 Simulation Solution Provider.



//CODiE//
2022 SIIA CODiE WINNER

CIO TOP 10
APPLICATIONS SOLUTION PROVIDERS - 2019
SIMULATION

Marketing Plan

eDynamic is committed to running specific marketing campaigns in connection to this contract.

The VP of Marketing oversees all marketing campaigns. The marketing team supports our sales team with informational and targeted marketing campaigns via email and social media. Specified conference campaigns are also utilized throughout the year.

eDynamic campaigns, specified for members, will include flyers and emails with specific member pricing options. Please find examples of an eDynamic promotional marketing flyer and email blast to follow.



3 Ways to Save on CTE & Elective Digital Curriculum



Dear Tyler,

We are excited to offer three new cost-saving ways to introduce relevant digital curriculum for middle school and high school students!

eDynamic Learning course curriculum can be used on any device and is compatible with nearly all Learning Management Systems (LMS). Whether you're looking to replace textbooks, supplement classroom materials or after-school programs, or find new resources for blended learning.

All three promotional offers provide unlimited student enrollments and teacher access at unbelievable prices for an entire school site!

- **Personal Finance** \$1,000 All-Access pricing
- **High School Career Discovery & Preparation** \$1,000 All-Access pricing for two courses
- **Entire Middle School Course Library** \$4,900 Site License pricing

All of our comprehensive curriculum courses include the following features to streamline instruction for educators and learning for students:

- Instructional guides (project-based, blended, and online learning)
- Teacher answer keys
- Rubrics for teachers and students
- Embedded videos, interactive features, and podcast narrations
- Formative and summative assessments
- A Literacy Toolbar with speech to text, language translations, and much more!

When you purchase one or more of the above promotional offers, you can lock in this

cost-saving special pricing for up to three years, and also have the option to use the courseware for the upcoming summer session!

Contact Us Today!



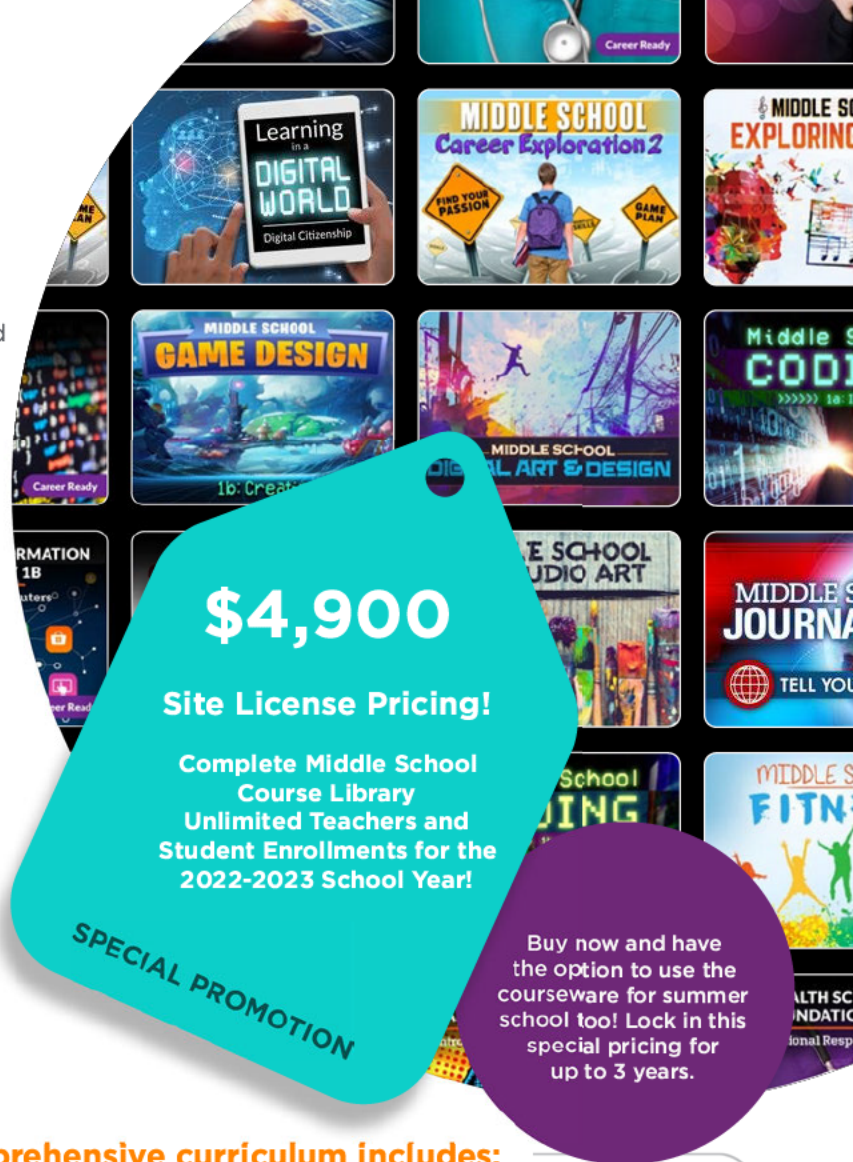
Middle School Library

Offer exciting and relevant digital curriculum for middle school students. Course curriculum is compatible with nearly all Learning Management Systems and can be used in the following ways:

- Textbook Replacement
- Online Instruction
- Blended/Hybrid Classrooms
- Remote/Continuous Learning
- Afterschool Programs
- Classroom Supplemental Materials
- Summer School
- Meet Graduation Requirements
- Offer as an Elective or CTE Class

eDynamic Learning courses provide an extensive set of teacher resources and support, including:

- Pacing Guide
- Suggested Answer Keys
- Project-Based Learning Guide
- Blended Learning Guide
- Online Learning Guide
- Free Technical Support



\$4,900

Site License Pricing!

**Complete Middle School Course Library
Unlimited Teachers and Student Enrollments for the 2022-2023 School Year!**

SPECIAL PROMOTION

Buy now and have the option to use the courseware for summer school too! Lock in this special pricing for up to 3 years.

eDynamic Learning's comprehensive curriculum includes:



Personal Curriculum Narratives

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



Reflective Discussion Assignments

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



Captivating Course Lab Activities

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



Contemporary Graphics

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



Optional Support Tool Bar

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



Balanced Reading Level

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



Interactive Features

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



Formative & Summative Assessments

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



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.



Video

Short videos offer closed captioning and engaging content.

Contact Us Today!

1.877.585.2029

sales@edynamiclearning.com

Learn More About This Library



The **Middle School Library** offers middle schools unique elective and career courses for students to explore a variety of professions and receive the knowledge and preparation needed to make life-shaping decisions prior to high school. Digital courses can serve as a textbook replacement or to supplement the classroom curriculum.



Course Code: EDL225
Middle School Career Explorations 1



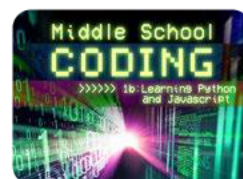
Course Code: EDL083
Middle School Career Explorations 2



Course Code: EDL078
Middle School 2D Studio Art



Course Code: EDL102
Middle School Coding 1a



Course Code: EDL109
Middle School Coding 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



Course Code: EDL079
Middle School Exploring Music



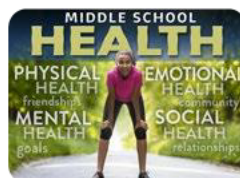
Course Code: EDL080
Middle School Fitness



Course Code: EDL103
Middle School Game Design 1a



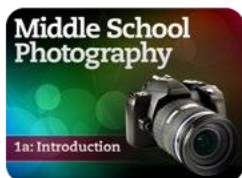
Course Code: EDL110
Middle School Game Design 1b



Course Code: EDL380
Middle School Health



Course Code: EDL041
Middle School Journalism



Course Code: EDL345
Middle School Photography 1a



Course Code: EDL346
Middle School Photography 1b



Course Code: EDL095
Learning in a Digital World: Digital Citizenship

New Courses Available Soon!

The courses listed below will be available to offer your teachers and students in 2022.

Coming in 2022!

- EDL324 Middle School Critical Thinking 1a
- EDL317 Middle School Tech Apps, Grade 6
- EDL344 Middle School Animation
- EDL381 Middle School Research 1a
- EDL325 Middle School Critical Thinking 1b
- EDL316 Middle School STEM

The Middle School Library also includes middle school accelerated courses, which are high school level courses. To see the complete list of courses visit: <https://edynamiclearning.com/middle-school-library/>

Onboarding and Support

Onboarding and support services are provided at no cost. The service support team delivers virtual, 1-hour meetings, providing tools and essential information necessary to get started. During this time, we confirm accessibility to the LMS and provide a walk-through of enrollment, course set up, and basic teacher features. eDynamic Learning guides district participants through this process to ensure accessibility and practice for teachers and administrators.

At any point during the license implementation, teachers and administrators have access to eDynamic Learning's national support team via email or Support web page. Responses to support tickets are typically followed up within 1-3 hours of submission during the school week.

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.



Tab 5 - Products and Services

eDynamic Learning Courseware

eDynamic Learning comprehensive curriculum provides a strong foundation of content for teaching and learning. Our catalog offers almost 250 courses that engage your students in meaningful ways and improve their educational experience within your school program. Our courses allow students to find their passion, hone their skills, engage socially and intellectually, and achieve academic excellence.

Knowledge Matters Simulations

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.

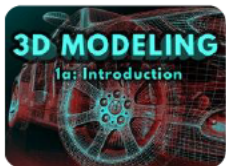
eDynamic Learning Professional Development

We provide personalized professional development experiences to ensure you are equipped with the most relevant, research-based, teaching methods and strategies. As educators, we know that relevant professional development starts with workshops that you actually want to be in – and that are designed to be purposeful to meet each of your unique needs and goals and recognizes your expertise. You want workshops that help you learn, grow, and even try out new instructional strategies that can be implemented in flexible ways.



CTE & Elective Course Catalog

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



Course Code: EDL353
3D Modeling 1a



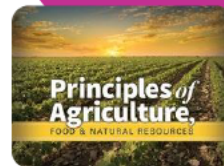
Course Code: EDL354
3D Modeling 1b



Course Code: EDL064
Advertising & Sales Promotion



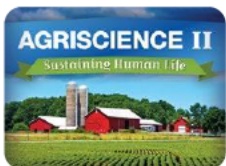
Course Code: EDL075
African American History



Course Code: EDL070
Principles of Agriculture, Food & Natural Resources



Course Code: EDL044
Agriscience 1



Course Code: EDL066
Agriscience 2



Course Code: EDL249
Allied Health Assistant 1a



Course Code: EDL250
Allied Health Assistant 1b



Course Code: EDL090
American Sign Language 1a



Course Code: EDL134
American Sign Language 1b



Course Code: EDL106
American Sign Language 2a



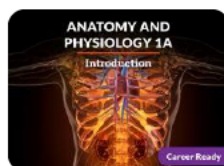
Course Code: EDL135
American Sign Language 2b



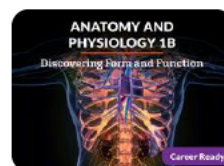
Course Code: EDL257
American Sign Language 3a



Course Code: EDL258
American Sign Language 3b



Course Code: EDL148
Anatomy & Physiology 1a



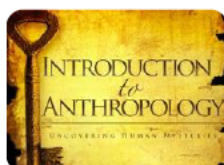
Course Code: EDL149
Anatomy & Physiology 1b



Course Code: EDL351
Animation 1a



Course Code: EDL352
Animation 1b



Course Code: EDL004
Anthropology 1



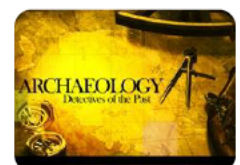
Course Code: EDL019
Anthropology 2



Course Code: EDL255
Applied Engineering 1a



Course Code: EDL256
Applied Engineering 1b



Course Code: EDL021
Archaeology



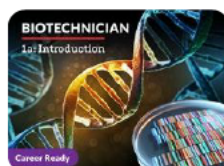
Course Code: EDL038
Art in World Cultures



Course Code: EDL132
Astronomy 1a



Course Code: EDL133
Astronomy 1b



Course Code: EDL361
Biotechnician 1a



Course Code: EDL362
Biotechnician 1b



Course Code: EDL363
Biotechnician 2a



Course Code: EDL374
Biotechnician 2b



Course Code: EDL112
Biotechnology 1a



Course Code: EDL113
Biotechnology 1b



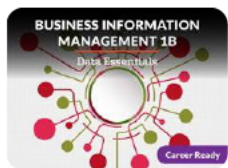
Course Code: EDL271
Business Communications 1a



Course Code: EDL272
Business Communications 1b



Course Code: EDL215
Business Information Management 1a



Course Code: EDL216
Business Information Management 1b



Course Code: EDL273
Business Law 1a



Course Code: EDL274
Business Law 1b



Course Code: EDL223
Principles of Business, Marketing, & Finance 1a



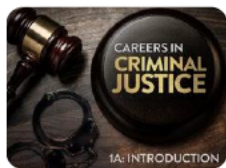
Course Code: EDL224
Principles of Business, Marketing, & Finance 1b



Course Code: EDL281
Business Ownership 1a



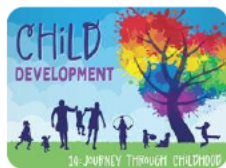
Course Code: EDL282
Business Ownership 1b



Course Code: EDL347
Careers in Criminal Justice 1a



Course Code: EDL348
Careers in Criminal Justice 1b



Course Code: EDL387
Child Development 1a



Course Code: EDL388
Child Development 1b



Course Code: EDL087
Coding 1a



Course Code: EDL105
Coding 1b



Course Code: EDL336
Computer Maintenance 1a



Course Code: EDL337
Computer Maintenance 1b



Course Code: EDL371
Computing for College and Careers 1a



Course Code: EDL372
Computing for College and Careers 1b



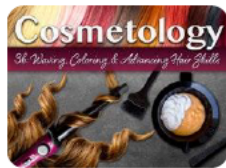
Course Code: EDL046
Cosmetology 1



Course Code: EDL100
Cosmetology 2



Course Code: EDL108
Cosmetology 3a



Course Code: EDL156
Cosmetology 3b



Course Code: EDL072
Creative Writing



Course Code: EDL130
Creative Writing (Core)



Course Code: EDL008
Criminology



Course Code: EDL235
Culinary Arts 1a



Course Code: EDL236
Culinary Arts 1b



Course Code: EDL096
Culinary Arts 2



Course Code: EDL098
Cybersecurity 1a



Course Code: EDL099
Cybersecurity 1b



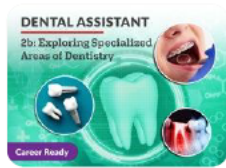
Course Code: EDL253
Dental Assistant 1a



Course Code: EDL254
Dental Assistant 1b



Course Code: EDL308
Dental Assistant 2a



Course Code: EDL309
Dental Assistant 2b



Course Code: EDL279
Digital Design 1a



Course Code: EDL280
Digital Design 1b



Course Code: EDL237
Digital Media Fundamentals 1a



Course Code: EDL238
Digital Media Fundamentals 1b



Course Code: EDL320
Digital Media Web Design 2a



Course Code: EDL321
Digital Media Web Design 2b



Course Code: EDL233
Digital Photography 1a: Introduction



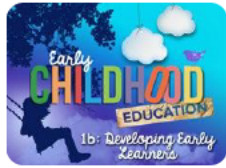
Course Code: EDL234
Digital Photography 1b



Course Code: EDL017
Digital Photography 2



Course Code: EDL118
Early Childhood Education 1a



Course Code: EDL119
Early Childhood Education 1b



Course Code: EDL265
EKG Technician 1a



Course Code: EDL266
EKG Technician 1b



Course Code: EDL300
Emergency Medical Responder 1a



Course Code: EDL301
Emergency Medical Responder 1b



Course Code: EDL067

Concepts of Engineering & Technology



Course Code: EDL261

Entrepreneurship 1a



Course Code: EDL262

Entrepreneurship 1b



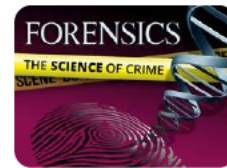
Course Code: EDL349

Fashion Design



Course Code: EDL297

Food Safety



Course Code: EDL131

Forensics



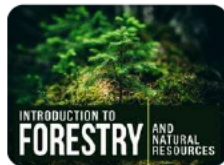
Course Code: EDL011

Forensic Science 1



Course Code: EDL022

Forensic Science 2



Course Code: EDL069

Forestry & Natural Resources



Course Code: EDL243

Foundations of Game Design 1a



Course Code: EDL244

Foundations of Game Design 1b



Course Code: EDL330

Game Design 2a



Course Code: EDL331

Game Design 2b



Course Code: EDL359

Game Design for Chromebooks 1a



Course Code: EDL360

Game Design for Chromebooks 1b



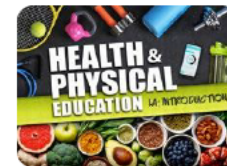
Course Code: EDL015

Gothic Literature



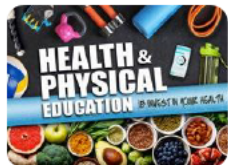
Course Code: EDL013

Great Minds in Science



Course Code: EDL357

Health & Physical Education 1b



Course Code: EDL358

Health & Physical Education 1b



Course Code: EDL063

Health 1



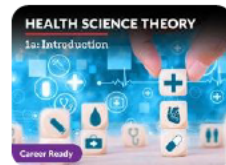
Course Code: EDL029

Health Science 1



Course Code: EDL054

Health Science 2



Course Code: EDL312

Health Science Theory 1a



Course Code: EDL313

Health Science Theory 1b



Course Code: EDL152

Health Science Foundations 1a



Course Code: EDL153

Health Science Foundations 1b



Course Code: EDL091

Health Science: Public Health



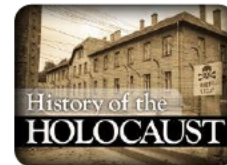
Course Code: EDL092

Health Science: Nursing



Course Code: EDL370

High School Career Discovery



Course Code: EDL036

History of the Holocaust



Course Code: EDL027

Hospitality & Tourism 1



Course Code: EDL088

Hospitality & Tourism 2a



Course Code: EDL111

Hospitality & Tourism 2b



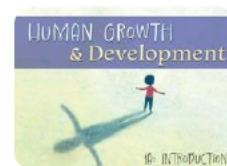
Course Code: EDL295

Hotel Management 1a



Course Code: EDL296

Hotel Management 1b



Course Code: EDL293

Human Growth & Development 1a



Course Code: EDL294

Human Growth & Development 1b



Course Code: EDL093

Human & Social Services 1



Course Code: EDL025

Human Geography



Course Code: EDL299

Human Resource Management 1a



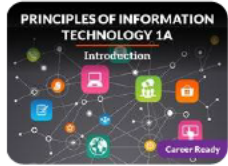
Course Code: EDL377

Human Resource Management 1b



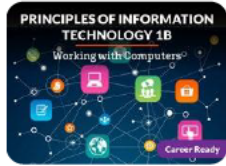
Course Code: EDL350

Interior Design



Course Code: EDL150

Principles of Information Technology 1a



Course Code: EDL151

Principles of Information Technology 1b



Course Code: EDL030

International Business



Course Code: EDL120

Journalism 1a



Course Code: EDL121

Journalism 1b



Course Code: EDL003

Law & Order



Course Code: EDL095
**Learning in a Digital World:
Digital Citizenship**



Course Code: EDL275
Legal Admin Specialist 1a



Course Code: EDL276
Legal Admin Specialist 1b



Course Code: EDL094
Life Skills



Course Code: EDL239
Management 1a



Course Code: EDL240
Management 1b



Course Code: EDL053
Manufacturing



Course Code: EDL385
Marine Science 1a



Course Code: EDL226
Marketing Foundations 1a



Course Code: EDL227
Marketing Foundations 1b



Course Code: EDL269
Marketing 2a



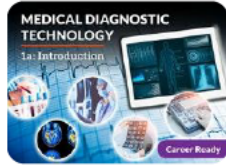
Course Code: EDL270
Marketing 2b



Course Code: EDL267
Medical Assistant 1a



Course Code: EDL268
Medical Assistant 1b



Course Code: EDL259
**Medical Diagnostic
Technology 1a**



Course Code: EDL260
**Medical Diagnostic
Technology 1b**



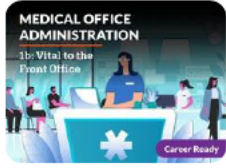
Course Code: EDL310
Medical Lab Assisting 1a



Course Code: EDL311
Medical Lab Assisting 1b



Course Code: EDL263
**Medical Office
Administration 1a**



Course Code: EDL264
**Medical Office
Administration 1b**



Course Code: EDL241
Medical Terminology 1a



Course Code: EDL242
Medical Terminology 1b



Course Code: EDL232
Microsoft Access



Course Code: EDL231
Microsoft Excel



Course Code: EDL228
Microsoft Outlook



Course Code: EDL229
Microsoft PowerPoint



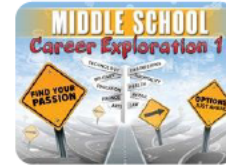
Course Code: EDL230
Microsoft Word



Course Code: EDL078
Middle School 2D Studio Art



Course Code: EDL344
Middle School Animation



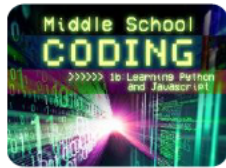
Course Code: EDL225
**Middle School Career
Explorations 1**



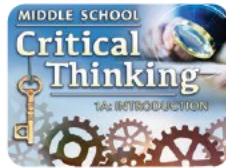
Course Code: EDL083
**Middle School Career
Explorations 2**



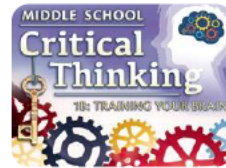
Course Code: EDL102
Middle School Coding 1a



Course Code: EDL109
Middle School Coding 1b



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**



Course Code: EDL079
**Middle School Exploring
Music**



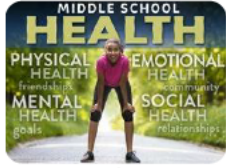
Course Code: EDL080
Middle School Fitness



Course Code: EDL103
**Middle School Game
Design 1a**



Course Code: EDL110
**Middle School Game
Design 1b**



Course Code: EDL380
Middle School Health



Course Code: EDL041
Middle School Journalism



Course Code: EDL345
**Middle School
Photography 1a**



Course Code: EDL346
**Middle School
Photography 1b**



Course Code: EDL316
Middle School STEM



Course Code: EDL317
Middle School Tech Apps
Grade 6



Course Code: EDL318
Middle School Tech Apps
Grade 7



Course Code: EDL319
Middle School Tech Apps
Grade 8



Course Code: EDL068
Military Careers



Course Code: EDL023
Music Appreciation



Course Code: EDL026
Mythology & Folklore



Course Code: EDL074
National Security



Course Code: EDL251
Intro to Networking 1a



Course Code: EDL252
Intro to Networking 1b



Course Code: EDL334
Advanced Networking 1a



Course Code: EDL335
Advanced Networking 1b



Course Code: EDL217
Network Security
Fundamentals 1a



Course Code: EDL218
Network Security
Fundamentals 1b



Course Code: EDL245
Nursing Assistant 1a



Course Code: EDL246
Nursing Assistant 1b



Course Code: EDL065
Nutrition & Wellness



Course Code: EDL247
Office Administration 1a



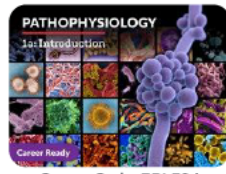
Course Code: EDL248
Office Administration 1b



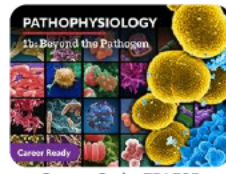
Course Code: EDL332
Operational Cybersecurity 1a



Course Code: EDL333
Operational Cybersecurity 1b



Course Code: EDL394
Pathophysiology 1a



Course Code: EDL395
Pathophysiology 1b



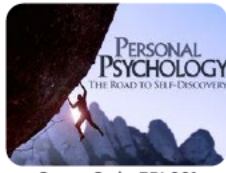
Course Code: EDL043
Peer Counseling



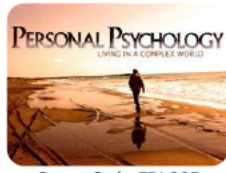
Course Code: EDL018
Personal & Family
Finance



Course Code: EDL076
Personal Fitness



Course Code: EDL001
Personal Psychology 1



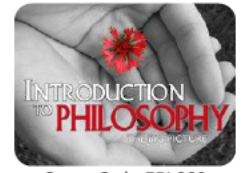
Course Code: EDL005
Personal Psychology 2



Course Code: EDL302
Pharmacology 1a



Course Code: EDL303
Pharmacology 1b



Course Code: EDL009
Philosophy



Course Code: EDL221
Introduction to
Programming 1a



Course Code: EDL222
Introduction to
Programming 1b



Course Code: EDL322
Programming 2a



Course Code: EDL323
Programming 2b



Course Code: EDL391
Professional Communication



Course Code: EDL058
Principles of Public Service



Course Code: EDL287
Professional Sales and
Promotion 1a



Course Code: EDL288
Professional Sales and
Promotion 1b



Course Code: EDL128
Public Speaking 1a



Course Code: EDL129
Public Speaking 1b



Course Code: EDL107
Reading & Writing for
Purpose



Course Code: EDL016
Real World Parenting



Course Code: EDL071
Renewable Technologies



Course Code: EDL061
Restaurant Management



Course Code: EDL326
Robotics 1a



Course Code: EDL327
Robotics 1b



Course Code: EDL328
Robotics 2a



Course Code: EDL329
Robotics 2b



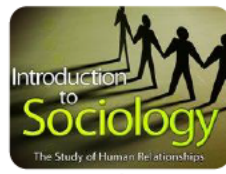
Course Code: EDL059
Social Media



Course Code: EDL002
Social Problems 1



Course Code: EDL010
Social Problems 2



Course Code: EDL006
Sociology I



Course Code: EDL007
Sociology II



Course Code: EDL289
Sports & Entertainment Marketing 1a



Course Code: EDL290
Sports & Entertainment Marketing 1b



Course Code: EDL304
Sports Medicine 1a



Course Code: EDL305
Sports Medicine 1b



Course Code: EDL306
Sports Medicine 2a



Course Code: EDL307
Sports Medicine 2b



Course Code: EDL050
The Lord of the Rings



Course Code: EDL355
Theater, Cinema & Film Production 1a



Course Code: EDL356
Theater, Cinema & Film Production 1b



Course Code: EDL298
Touch Systems Data Entry



Course Code: EDL012
Veterinary Science



Course Code: EDL219
Web Development 1a



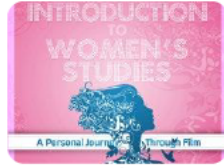
Course Code: EDL320
Web Development 1b



Course Code: EDL318
Web Development 2a



Course Code: EDL319
Web Development 2b



Course Code: EDL051
Women's Studies



Course Code: EDL340
Workplace & Internship Readiness



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



Comprehensive Curriculum

Offer courses that engage your students in meaningful ways and improve their educational experience within your school program. Our courses allow students to find their passion, hone their skills, engage socially and intellectually, and achieve academic excellence.



Personal Curriculum Narratives

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



Reflective Discussion Assignments

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



Captivating Course Lab Activities

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



Contemporary Graphics

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



Optional Support Tool Bar

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



Balanced Reading Level

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



Interactive Features

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



Formative & Summative Assessments

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



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.



Videos

Short videos offer closed captioning and engaging content.

How Our Courses Are Offered

OPTION 1 Courses can be delivered through your school's learning management system. eDynamic Learning courses are 100% compatible with the most popular learning management systems used in K12 education.

OPTION 2 Our courses can be hosted on our robust eDynamic Learning management system. Based on school colors and logo, the learning management system is custom branded for your school.



Contact Us to Learn More

1.877.585.2029 • sales@edynamiclearning.com • www.edynamiclearning.com

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.



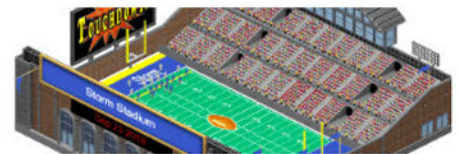
Fashion

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.

To learn more visit: <https://knowledgematters.com/highschool/>

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
● On-Site EDLPD01A	● Virtual EDLPD01B	● On-Site EDLPD02A	● Virtual EDLPD02B	● On-Site EDLPD03A	● 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 Project-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"> Clarify the benefits of PBL and brainstorming ideas that integrate digital tools Experience PBL strategies that foster students' thinking, teach technology skills, scaffold project planning, and facilitate project presentations Learn how to develop project rubrics and provide meaningful feedback Plan project-based lessons 	<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.
● On-Site EDLPD04A	● Virtual EDLPD04B	● On-Site EDLPD05A	● Virtual EDLPD05B
● On-Site EDLPD06A	● 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	
● On-Site EDLPD07A	● Virtual EDLPD07B	● On-Site EDLPD08A	● Virtual EDLPD08B	● On-Site EDLPD09A	● Virtual EDLPD09B	● On-Site EDLPD010A	● 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.



eDynamic Learning

CAREER & ELECTIVE COURSES

TAB 6 - REFERENCES

Entity Name	Contact Name, Title	City and State	Phone	Email	Years Served	Description of Services	Annual Volume
Anchorage School Distri							
Birdville ISD							
Denton ISD							
Fauquier County Public Schools							
Georgia Cyber							
Kodiak Island Borough School District							
Nevada Learning Acade at CCSD							
Orange County Virtual School							
Pasco eSchool							
Shelby County							



eDynamic Learning

CAREER & ELECTIVE COURSES

TAB 6 - REFERENCES

Entity Name	Contact Name, Title	City and State	Phone	Email	Years Served	Description of Services	Annual Volume
Anchorage School District							
Birdville ISD							
Denton ISD							
Fauquier County Public Schools							
Georgia Cyber							
Kodiak Island Borough School District							
Nevada Learning Academy at CCSD							
Orange County Virtual School							
Pasco eSchool							
Shelby County							



Tab 8 - Value Add

eDynamic Learning Courseware + Knowledge Matters Simulations

eDynamic Learning' comprehensive digital curriculum complements Knowledge Matters simulations to enhance student engagement and elevate the learning experience. The provided crosswalks share the recommended options for integrating the two solutions.

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 website, <https://edynamiclearning.com/teacher-resources/>.



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 Instructional Framework

eDynamic Learning courses follow a consistent design. Course features include a built-in literacy support toolbar. Accessing the toolbar through the accessibility icon, students can opt to utilize an array of helpful tools. The include read aloud, dictionary/pictionary, text translation, screen masking, and highlighters.

BUSINESS MANAGEMENT & ADMIN

eDynamic Learning's comprehensive curriculum allows you to enhance and customize it to incorporate your favorite tools and applications. Learn how Knowledge Matters Virtual Business simulations complement the course to give your students an interactive, risk-free, game-based environment to test new concepts and learn business principles. See the table below for recommended options for integrating the two solutions together.

Teach It.		Apply It.
		
Management 1a: Introduction		
Course Unit	Course Lesson	Knowledge Matters VB Management Simulation
Unit 1: Introduction to Management	Lesson 3: Theories, Theories, and More Theories!	Lesson: Operations Management
Unit 2: Management & Leadership	Lesson 5: Leadership Challenges	Lesson: Strikes, Unions, and Collective Bargaining
Unit 3: Organizing Teams	Lesson 4: Challenges in Managing Teams	Lesson: Employee Supervision
Unit 4: Entrepreneurial Management	Lesson 2: Business Basics	Lesson: Forms of Business Ownership
Unit 4: Entrepreneurial Management	Lesson 5: Business Plans	Lesson: Business Plan Math
Unit 4: Entrepreneurial Management	Lesson 6: Funding a Business	Lesson: Raising Money & Financials – Selling Shares/Venture Capital
Unit 5: Managing in Global Marketplace	Lesson 5: Trends & Opportunities in a Global Economy	Lesson: Recruiting, Resumes, and Hiring
Unit 6: Financial Management	Lesson 1: Finance & Accounting	Lesson: Management Accounting
Management 1b: Insight & Oversight		
Course Unit	Course Lesson	Knowledge Matters VB Management Simulation
Unit 2: Planning & Decision Making	Lesson 1: Overview of Project Management	Lesson: Pricing & Sales
Unit 5: Production & Supply Chain Management	Lesson 3: Selecting a Vendor	Lesson: Business Plan Math
Unit 6: Human Resources Management	Lesson 2: Recruiting Employees	Lesson: Recruiting, Resumes, and Hiring
Unit 6: Human Resources Management	Lesson 5: Risk Management & Workplace Security	Lesson: Risk Management & Insurance
Unit 7: Business Law	Lesson 3: Employment Law	Lesson: Strikes, Unions, and Collective Bargaining

Better Together!



BUSINESS MANAGEMENT & ADMIN

eDynamic Learning's comprehensive curriculum allows you to enhance and customize it to incorporate your favorite tools and applications. Learn how Knowledge Matters Virtual Business simulations complement the course to give your students an interactive, risk-free, game-based environment to test new concepts and learn business principles. See the table below for recommended options for integrating the two solutions together.

Teach It.		Apply It.
		
Entrepreneurship 1a: Introduction		
Course Unit	Course Lesson	Knowledge Matters VB Entrepreneurship Simulation
Unit 1: An Introduction to Entrepreneurship - Past & Present	Lesson 1: Why Entrepreneurship?	Lesson: Spotting the Opportunity
Unit 1: An Introduction to Entrepreneurship - Past & Present	Lesson 6: Finding the Right Idea	Lesson: Creating a Business Plan
Unit 3: Navigating the Business World	Lesson 1: Starting & Organizing the Business	Lesson: Operations & Feedback – Workflow and Feedback
Unit 4: Small Business & the Law	Lesson 1: Types of Business Ownership	Lesson: Making the Plunge – Name, Location, Form of Business
Unit 4: Small Business & the Law	Lesson 3: Requirements, Regulations, & Laws for Entrepreneurs	Lesson: Entrepreneurship: Making the Plunge – Form of Business & Taxes
Unit 5: Economics of Managing the Small Business	Lesson 4: Competing in Your Marketing	Lesson: Going to Market
Unit 6: Government & the Small Business Relationship	Lesson 3: Regulations - the Role of Federal Agencies	Lesson: Acquiring Resources
Unit 7: Entrepreneurial Finance	Lesson 1: Start-Up Capital, Credit, and Costs	Lesson: Raising Money & Financials – Selling Shares / Venture Capital
Unit 7: Entrepreneurial Finance	Lesson 3: Financial Language of Small Businesses	Lesson: The Elevator Pitch
Entrepreneurship 1b: Make Your Idea Reality		
Course Unit	Course Lesson	Knowledge Matters VB Entrepreneurship Simulation
Unit 1: The Business Plan	Lesson 1: Ideas & Opportunities	Lesson: Spotting the Opportunity
Unit 1: The Business Plan	Lesson 2: Introducing the Business Plan	Lesson: Creating a Business Plan
Unit 2: Risks in Business	Lesson 1: Failure & Small Business	Lesson: Operations and Feedback – Risk Management
Unit 2: Risks in Business	Lesson 4: Managing Risk	Lesson: Going to Market – Growth
Unit 4: Marketing the Business	Lesson 1: Identifying the Customer	Lesson: Going to Market
Unit 4: Marketing the Business	Lesson 3: Communicating to the Customer	Lesson: Market Research
Unit 8: Your Personal Finances	Lesson 3: Investment Opportunities	Lesson: The Elevator Pitch

Better Together!



FASHION

eDynamic Learning's comprehensive curriculum allows you to enhance and customize it to incorporate your favorite tools and applications. Learn how Knowledge Matters Virtual Business simulations complement the course to give your students an interactive, risk-free, game-based environment to test new concepts and learn business principles. See the table below for recommended options for integrating the two solutions together.

 Teach It.



Fashion Design

Course Unit	Course Lesson	Knowledge Matters VB Fashion Simulation
Unit 1: Introducing Fashion Careers	Lesson 1: Fashion Designer	Lesson: Social Media Promotion
Unit 1: Introducing Fashion Careers	Lesson 3: Buyers & Sales Representatives	Lesson: Buying
Unit 2: Design & Communicate: Basic Skills for the Design Industry	Lesson 1: The Basics of Design	Lesson: Design
Unit 5: Choosing Clothing	Lesson 1: Fashion Trends	Lesson: Trend Research
Unit 6: The Runway Gives Back	Lesson 2: Social Entrepreneurship	Lesson: Staffing & Selling Strategies
Unit 7: Putting It into Practice	Lesson 4: The Real Price Tag	Lesson: Pricing & Markdowns
Unit 7: Putting It into Practice	Lesson 5: Working with Fabric	Lesson: Window Display & Merchandising
Unit 8: Entrepreneurship - Ready for Business	Lesson 4: Showcasing Your Work	Lesson: Location

 Apply It.



Better Together!



FINANCE

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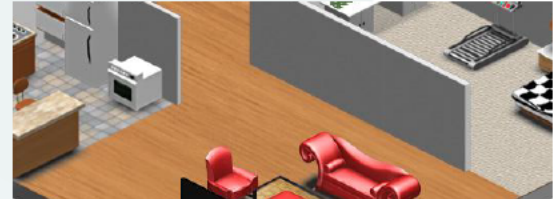
 **Teach It.**



Personal and Family Finance

Course Unit	Course Lesson	Knowledge Matters VB Personal Finance Simulation
Unit 2: Our Economic World	Lesson 3: The Real Cost of "Freebies"	Lesson: Finding an Apartment
Unit 2: Our Economic World	Lesson 5: Stock Market	Lesson: Investing for Retirement
Unit 3: Financial Responsibility	Lesson 1: Difficult Decisions	Lesson: Time Management and Health
Unit 3: Financial Responsibility	Lesson 2: Financial Planning	Lesson: Intro to Investing
Unit 3: Financial Responsibility	Lesson 4: Income	Lesson: Education and Advancement
Unit 4: Financial Institutions	Lesson 1: Banking Options	Lesson: Budgeting and Saving
Unit 4: Financial Institutions	Lesson 3: Types of Accounts & Investments	Lesson: Choosing and Balancing a Checking Account
Unit 5: Personal Taxation	Lesson 4: Filing a Return	Lesson: Paying Your Taxes
Unit 6: Insurance, Wills, & Contracts	Lesson 2: Insurance	Lesson: Insurance
Unit 7: Saving & Investing	Lesson 1: Setting Financial Goals	Lesson: Using Online Banking
Unit 7: Saving & Investing	Lesson 5: Types of Investments	Lesson: Diversification
Unit 8: Consumer Credit	Lesson 4: Avoiding Credit Problems	Lesson: Fixing Your Credit
Unit 8: Consumer Credit	Lesson 5: Credit Cards	Lesson: Getting a Credit Card
Unit 9: Managing Personal & Family Finances	Lesson 1: Handling Economic Resources	Lesson: Buying a Car

 **Apply It.**





Better Together!



HOSPITALITY & TOURISM

eDynamic Learning's comprehensive curriculum allows you to enhance and customize it to incorporate your favorite tools and applications. Learn how Knowledge Matters Virtual Business simulations complement the course to give your students an interactive, risk-free, game-based environment to test new concepts and learn business principles. See the table below for recommended options for integrating the two solutions together.

Teach It.		Apply It.
		
Hotel Management 1a: Introduction		
Course Unit	Course Lesson	Knowledge Matters VB Hotel Simulation
Unit 2: The Front of the House	Lesson 4: The Front Desk - Heart of the Hotel	Lesson: Customer Service: Front Desk
Unit 4: The Back of the House - Sales & Marketing Team	Lesson 1: Launching the Boat	Lesson: Group Sales
Unit 4: The Back of the House - Sales & Marketing Team	Lesson 3: Preparing the Bait	Lesson: Marketing & Public Relations
Unit 5: The Back of the House - Engineering, Finance, & HR Teams	Lesson 2: Hotel Controller, Part 1 Lesson 3: Hotel Controller, Part 2	Lesson: Pricing & Revenue Management Financial Reports
Unit 6: Food & Beverage	Lesson 1: Wine & Dine: Purposes of F&B Lesson 2: Creating & Consuming	Lesson: Restaurant & Culinary
Unit 8: Hotel Operations	Lesson 1: Housekeeping, Part 1 Lesson 2: Housekeeping, Part 1	Lesson: Operations: Housekeeping

Better Together!



HOSPITALITY & TOURISM

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Teach It.	Apply It.
-----------	-----------



Restaurant Management

Course Unit	Course Lesson	Knowledge Matters VB Restaurant Simulation
Unit 1: Restaurant Management - What You Need to Know	Lesson 2: Managing in Different Restaurant Environments	Lesson: Layout
Unit 1: Restaurant Management - What You Need to Know	Lesson 3: Creating a Positive Dining Experience	Lesson: Social Media
Unit 1: Restaurant Management - What You Need to Know	Lesson 4: Managing a Profitable Restaurant	Lesson: Location Selection
Unit 4: Understanding Recipes, Techniques, & Equipment	Lesson 2: Restaurant Recipes	Lesson: Pricing
Unit 4: Understanding Recipes, Techniques, & Equipment	Lesson 4: Fine-Cooking Techniques	Lesson: Menu Design

Better Together!



RETAIL MARKETING

eDynamic Learning's comprehensive curriculum allows you to enhance and customize it to incorporate your favorite tools and applications. Learn how Knowledge Matters Virtual Business simulations complement the course to give your students an interactive, risk-free, game-based environment to test new concepts and learn business principles. See the table below for recommended options for integrating the two solutions together.



Teach It.		Apply It.
		
Marketing Foundations 1a		Knowledge Matters VB Retailing Simulation
Course Unit	Course Lesson	
Unit 2: The Role & Functioning of Marketing in Business	Lesson 3: Creating a Marketing Strategy	Lesson: Product
Unit 6: The Impact of Finance on Marketing	Lesson 1: Business & Marketing Lesson 2: What is Credit & Why Is It important?	Lesson: Financing and Business Planning
Unit 7: The Importance of Marketing Research	Lesson 1: Do Your Research Lesson 3: Sources of Market Research Data Lesson 5: Planning to Win	Lesson: Market Research
Marketing Foundations 1b		Knowledge Matters VB Retailing Simulation
Course Unit	Course Lesson	
Unit 1: Product & Service Development & Planning	Lesson 4: Mixing Things Up	Lesson: Product
Unit 2: Place, Storage, & Organization of Distribution Channels	Lesson 5: The Ins and Outs of Inventory	Lesson: Purchasing & Inventory Control
Unit 3: Promotion & Advertising	Lesson 3: Grow Where You're Planted	Lesson: Promotion - Traditional Media
Unit 4: The Art of the Sale	Lesson 4: The Big Picture	Lesson: Staffing, Selling and Customer Service
Unit 5: Pricing in the Marketing Mix	Lesson 1: Setting the Price Lesson 2: Factors Affecting the Price Lesson 3: Sharing the Market Lesson 4: The Math Behind the Pricing	Lesson: Pricing

Better Together!



MARKETING

eDynamic Learning's comprehensive curriculum allows you to enhance and customize it to incorporate your favorite tools and applications. Learn how Knowledge Matters Virtual Business simulations complement the course to give your students an interactive, risk-free, game-based environment to test new concepts and learn business principles. See the table below for recommended options for integrating the two solutions together.

Teach It.		Apply It.
		
Sports and Entertainment Marketing 1a: Introduction		
Course Unit	Course Lesson	Knowledge Matters VB Sports & Entertainment Simulation
Unit 4: Principles of Promotion	Lesson 4: The Fan Experience	Lesson: Promotion with Traditional Media Lesson: Promotion with Social Media
Sports and Entertainment Marketing 1b: Promoting the Main Event		
Course Unit	Course Lesson	Knowledge Matters VB Sports & Entertainment Simulation
Unit 1: The Global Market	Lesson 3: Event Management	Lesson: Sponsorship
Unit 4: Sales & the Customer	Lesson 3: Ticketing & Pricing Strategies	Lesson: Ticket Pricing
Unit 4: Sales & the Customer	Lesson 4: Finalizing the Sales	Lesson: Promotion with Traditional Media Lesson: Promotion with Social Media

Better Together!



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
- Career Technical Education Courseware (CTE)
- Preparation for 80+ Industry Certifications
- Middle and High School Career Exploration
- STEAM Programs
- Textbook Replacement
- Coding Camps
- Summer School
- Afterschool 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
- 3-8 Lessons
- A Unit Podcast
- Critical Thinking Questions
- Unit Discussion Questions
- 1- 4 Activities
- Flashcards
- 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

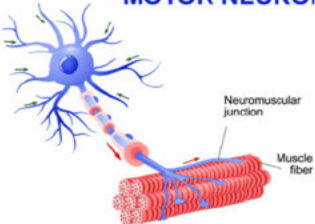
Keeping Your Blood Pumping

Later, you will learn about the various types of muscle tissue, and that includes cardiac muscle tissue. The muscle that makes up this incredible organ pumps with enough force, between 60 and 100 times a minute in a healthy adult, to deliver blood and all of its nutrients and oxygen all over the body. It's fascinating to consider that, with each pump of this strong muscle, it can distribute blood to the proximal ends of your fingers and toes as well as to all of the vital organs.



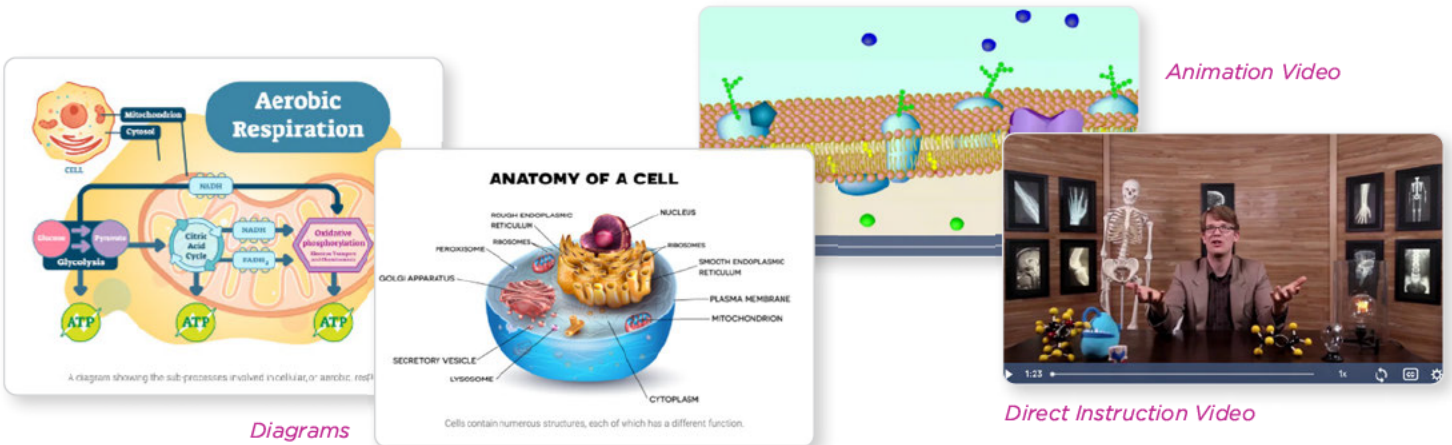
The heart, a very hard-working organ, is made out of cardiac muscle.

MOTOR NEURON



The motor neuron sends a signal to the muscle to contract or relax.

The other thing sitting in the synaptic gap is an enzyme called acetylcholinesterase. It works to make sure that the impulse sent to the myofiber will result in only one contraction. This can be compared to the address bar in your messaging app. The acetylcholinesterase ensures that the message only goes through once and to the correct person, or in this case myofiber. But, that's not the end of it. The muscle fibers still have to go through another series of steps before the muscle can contract.



Aerobic Respiration

ANATOMY OF A CELL

Animation Video

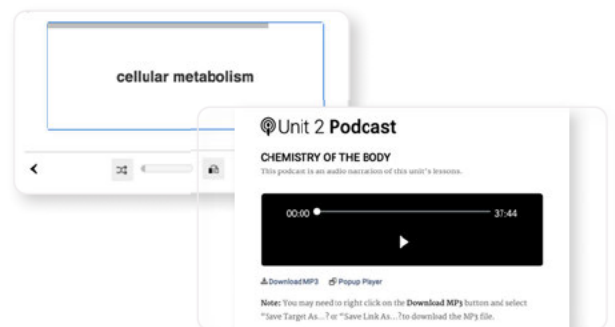
Direct Instruction Video

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.



cellular metabolism

Unit 2 Podcast

CHEMISTRY OF THE BODY

This podcast is an audio narration of this unit's lessons.

00:00 31:44

Download MP3 PopUp Player

Note: You may need to right click on the Download MP3 bottom and select "Save Target As..." to "Save Link As..." to download the MP3 file.

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.

UNIT 2
Critical Thinking Questions
Please complete the following questions. Use a word processor to complete your work. Remember to use complete sentences and include both the questions and answers when you submit your work.
Submit your work as a file attachment using the dropbox.
The answers to the Critical Thinking Questions are worth 10 points.

UNIT 2 CRITICAL THINKING QUESTIONS

Critical Thinking Questions

1. What would happen if, for some reason, your body wasn't able to maintain homeostasis in 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 of 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.

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.

Prep for your Quiz
Here are some example quiz questions. We sure to read WHY your answer was correct/absolutely in determining where you may be moving forward to the formal quiz for the

Test your knowledge

Which of the following is a good example of homeostasis being maintained?

- Sweating when you are running a race
- Sugar dissolving in a coffee
- Natural progression of hair loss
- Leaves changing colors on the trees in the fall

Yup, you got it!

Sweating, also known as diaphoresis, is the body's way of maintaining the internal temperature. Can you remember what signals this change? What is involved in the control system that facilitates this?

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.

DISCUSSION BOARD

Did you know that the study of anatomy and physiology as we know it today began in ancient Greece? Hippocrates is considered the father of human anatomy and the pioneer of dissection, even though there was ultimately a huge gap in time between his work and those of his successors and modern dissection. Meanwhile, Hippocrates recognized how symptoms in one part of human anatomy, like clubbing of fingers, could be related to diseases in other parts of the body. If you've ever heard of the Hippocratic oath, that's a reference to Hippocrates as the father of medicine! Oils, minerals, herbs, and so on have been working with medicine and anatomy since the dawn of civilization; it's just that these two fields remained far apart from a scientific perspective.

What would you say it means to take a scientific approach to medicine? What makes the work of these two scholars, and later scientists, especially important in the study of anatomy and physiology?

Post Thread

ANSWER ATTACHMENT

DISCARD POST

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.

UNIT 2
Activity
Complete all components in the activity below according to the given instructions. Refer to the provided rubric for information on how you will be graded. Submit your work as a file attachment using the dropbox.
The activity is worth 15 points.

UNIT 2 ACTIVITY

Design Your Own Factory
We talked about how the structure of the cell can be compared to a factory and various roles that people or departments may have in the factory. Using what you learned about the cell and the organelles within the cytoplasm, you are going to design your own factory! You can sketch out a blueprint or map of your factory by hand or use any photo design program or slideshow program you might have (like PowerPoint or Photosh). Your blueprint must include the following:

- Identify what product your factory is going to be responsible for producing.
- Identify AT LEAST FIVE organelles (departments) and assign each a role in your factory. These departments can be different sections or rooms in your factory. Make sure to label the rooms with their organelle and with their function in the factory.
- Show how one organelle relies on another by adding arrows to your blueprint. This will show how a product moves through the factory from raw materials to finished product.
- After you have finished your blueprint, write a paragraph describing the process from start to finish, identifying the organelle/department and what step occurs there. Include this narrative description below the blueprint, or on another slide, so that it doesn't clutter your blueprint.
 - Here's an example from Lesson 2 as a guide: If you think about an assembly line that makes a shirt, the ribosomes are where the fabric for the shirt is woven, the RER is where a shirt is sewn together, but the SER is where that shirt is pressed and packaged to look nice.

Submit a clear photo of your blueprint, if you sketched it by hand, or your blueprint file if you used a computer application.

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.

Unit 2 Quiz
Anatomy and Physiology 1a: Introduction / Unit 2: Chemistry of th...

4. Examine the image below:

14. Positive feedback mechanisms tend to produce effects that maintain homeostasis.

True

False

Which item represents...

2. A cell has few proteins in its fluid. It is in an environment with a high density of proteins. What is necessary for the cell to move proteins outside of itself?

- osmosis
- diffusion
- passive transport
- active transport

PREVIOUS 2 of 15 NEXT

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.



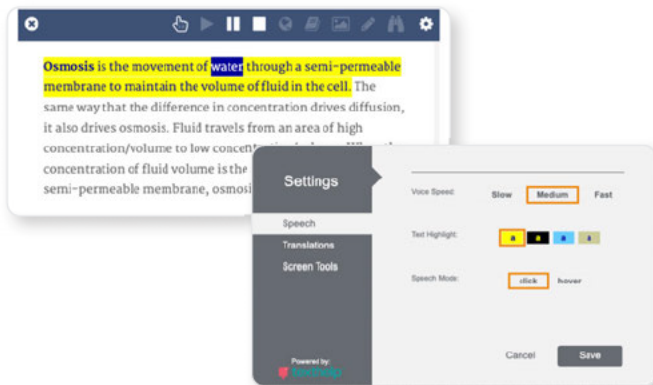
Student Agency

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



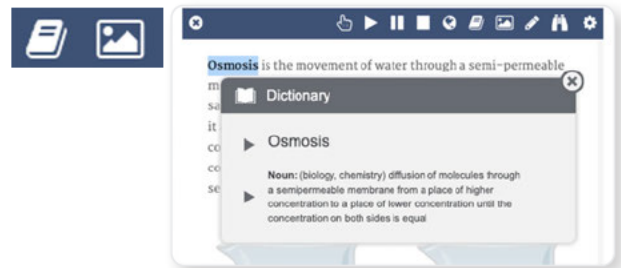
Read Aloud With Text Tracking

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.



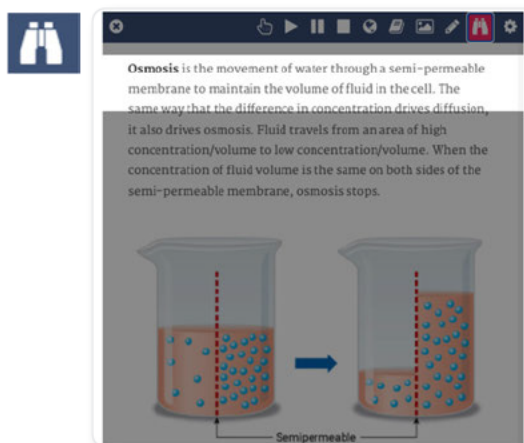
Text Translation

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



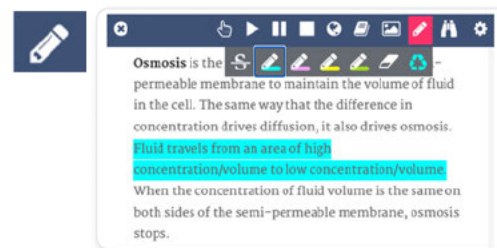
Screen Masking

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

EXCLUDE ALLOW RETRY OVERRIDE COMPLETE

Feedback Visible to student

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/receptor, 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"? 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.
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 it.

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 organelle. 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 organelle. 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 organelle. 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
<input type="checkbox"/>	Name 名字	Score Letter Minutes
<input type="checkbox"/>	Grey, Meredith	92.87% A 0
<input type="checkbox"/>	House, Gregory	35.15% F 0
<input type="checkbox"/>	Houser, Doogie	94.93% A 0
<input type="checkbox"/>	Lockhart, Abby	79.24% C 0
<input type="checkbox"/>	Pierce, Benjamin	81.69% B 0

Score: 35.15%

Schedule: Apr 6, 2020 - Apr 6, 2021 1:59 AM (a year remaining)

81.62% of gradable activities completed (27 of 33)

17.61% of all activities completed (27 of 155)

Activity	Location	Score	Status	Submitted date	Target due date
Unit 1 Test 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 Test Questions Dropbox	Unit 2: Chemistry of the Body	30%	✓	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

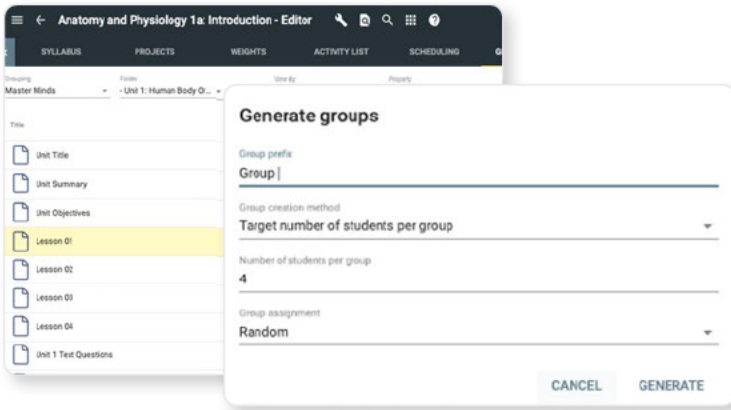
Teachers can give individualized feedback on assignments in the form of written notes, audio, or video recording attachments.

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

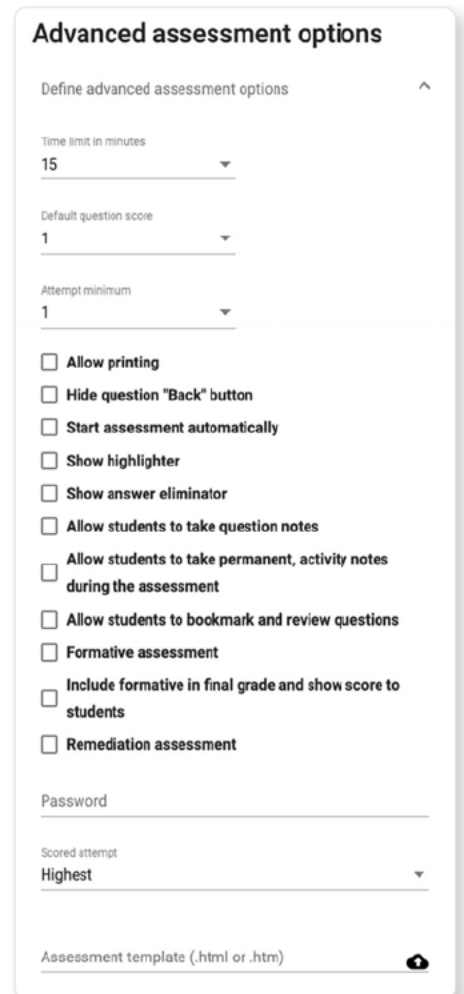
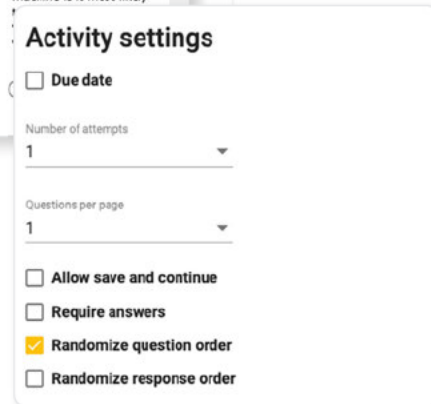
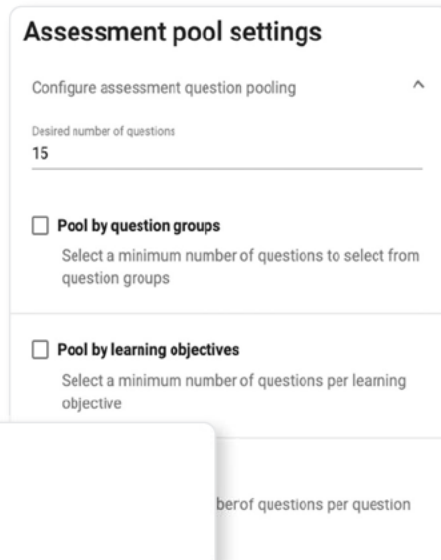
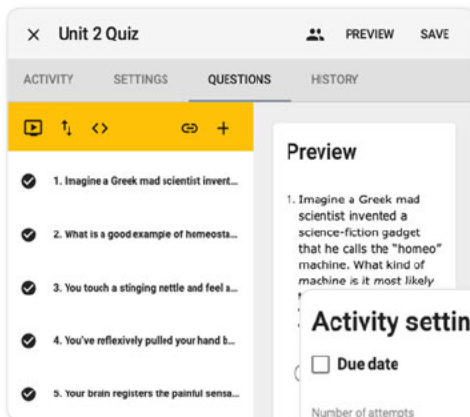
Teachers can quickly identify students who have an IEP or 504 accommodation through the flag feature so they can adjust the curriculum to support their unique requirements and ensure success.

Name ↑	Score	Time	Und	Int	Eff	Progress	Pace	Perf
Lockhart, Abby	79.09%	00:24:26	●	●	●	<div style="width: 21%;"></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



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



1.877.585.2029

hello@edynamiclearning.com

TAB 9 REQUIRED DOCUMENTS

- Federal Funds Certifications
- Clean Air and Water Act & Debarment Notice
- Contractors Requirements
- Required Clauses for Federal Assistance by FTA
- Federal Required Signatures
- Antitrust Certification Statements Texas Government Code § 2155.005
- State Notice Addendum

FEDERAL FUNDS CERTIFICATIONS

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. The following certifications and provisions may be required and apply when a Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 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.

- Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency and Offeror reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

- Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to 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 as detailed in the terms of the contract

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 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."

- Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 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, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay

wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 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. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions
- Any Participating Agency will include any current and applicable prevailing wage determination in each issued solicitation and provide Offeror with any required documentation and/or forms that must be completed by Offeror to remain in compliance the applicable Davis-Bacon Act provisions.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be 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 U.S.C. 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.

- Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

(F) Rights to Inventions Made Under a Contract or Agreement. If the 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 of 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.

- Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 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 U.S.C. 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

- Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above

(H) 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 1986 Comp., p. 189) and 12689 (3 CFR 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.

- Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors 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 U.S.C. 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.

- Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the

offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- No Federal appropriated funds have been paid or will be paid for 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.
- If any funds other than Federal appropriated funds have been paid 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 grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- 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 all subrecipients shall certify and disclose accordingly.

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.334. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.334 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Participating Agencies will clearly identify whether Buy America Provisions apply in any issued solicitation. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

CERTIFICATION OF ACCESS TO RECORDS

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any non-financial documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents. This right of access will last only as long as the records are retained.

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

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

CLEAN AIR AND WATER ACT AND DEBARMENT NOTICE

By the signature below (Under Federal Required Signatures), 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.

I hereby further 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.

CONTRACTOR REQUIRMENTS

Contractor Certification

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 statues of the states it is 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 offeror 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 NCPA Participating entities in which work is being performed.

Fingerprint & 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 offeror 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.

REQUIRED CLAUSES FOR FEDERAL ASSISTANCE PROVIDED BY FTA

ACCESS TO RECORDS AND REPORTS

Contractor agrees to:

- a) Maintain all non-financial books, records, accounts and reports required under this Contract for a period of not less than two (2) years after the date of termination or expiration of this Contract or any extensions thereof except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until the FTA Administrator, the U.S. DOT Office of the Inspector General, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.
- b) Permit any of the foregoing parties to inspect all non-financial work, materials, and other data and records that pertain to the Project, and to audit the non-financial books, records, and accounts that pertain to the Project and to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed for the purpose of audit and examination. The right of access detailed in this section continues only as long as the records are retained.

FTA does not require the inclusion of these requirements of Article 1.01 in subcontracts.

CIVIL RIGHTS / TITLE VI REQUIREMENTS

- 1) Non-discrimination. In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12132, and Federal Transit Law at 49 U.S.C. § 5332, Contractor or subcontractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, marital status age, or disability. In addition, Contractor agrees to comply with applicable Federal implementing regulations and other applicable implementing requirements FTA may issue that are flowed to Contractor from Awarding Participating Agency.
- 2) Equal Employment Opportunity. The following Equal Employment Opportunity requirements apply to this Contract:
 - a. Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit Law at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable Equal Employment Opportunity requirements of U.S. Dept. of Labor regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, 41 CFR, Parts 60 et seq., and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may affect construction activities undertaken in the course of this Project. Contractor agrees

to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, marital status, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Contractor agrees to comply with any implementing requirements FTA may issue that are flowed to Contractor from Awarding Participating Agency.

- b. Age. In accordance with the Age Discrimination in Employment Act (ADEA) of 1967, as amended, 29 U.S.C. Sections 621 through 634, and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act", 29 CFR Part 1625, prohibit employment discrimination by Contractor against individuals on the basis of age, including present and prospective employees. In addition, Contractor agrees to comply with any implementing requirements FTA may issue that are flowed to Contractor from Awarding Participating Agency.
 - c. Disabilities. In accordance with Section 102 of the Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Sections 12101 *et seq.*, prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Contractor agrees that it will comply with the requirements of the Equal Employment Opportunity Commission (EEOC), "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR, Part 1630, pertaining to employment of persons with disabilities and with their responsibilities under Titles I through V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions.
 - d. Segregated Facilities. Contractor certifies that their company does not and will not maintain or provide for their employees any segregated facilities at any of their establishments, and that they do not and will not permit their employees to perform their services at any location under the Contractor's control where segregated facilities are maintained. As used in this certification the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin because of habit, local custom, or otherwise. Contractor agrees that a breach of this certification will be a violation of this Civil Rights clause.
- 3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation, made by Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this Contract and the regulations relative to non-discrimination on the grounds of race, color, creed, sex, disability, age or national origin.

- 4) Sanctions of Non-Compliance. In the event of Contractor's non-compliance with the non-discrimination provisions of this Contract, Public Agency shall impose such Contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to: 1) Withholding of payments to Contractor under the Contract until Contractor complies, and/or; 2) Cancellation, termination or suspension of the Contract, in whole or in part.

Contractor agrees to include the requirements of this clause in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

DISADVANTAGED BUSINESS PARTICIPATION

This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, "*Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*", therefore, it is the policy of the Department of Transportation (DOT) to ensure that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, have an equal opportunity to receive and participate in the performance of DOT-assisted contracts.

- 1) Non-Discrimination Assurances. Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out all applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or other such remedy as public agency deems appropriate. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph. (See 49 CFR 26.13(b)).
- 2) Prompt Payment. Contractor is required to pay each subcontractor performing Work under this prime Contract for satisfactory performance of that work no later than thirty (30) days after Contractor's receipt of payment for that Work from public agency. In addition, Contractor is required to return any retainage payments to those subcontractors within thirty (30) days after the subcontractor's work related to this Contract is satisfactorily completed and any liens have been secured. Any delay or postponement of payment from the above time frames may occur only for good cause following written approval of public agency. This clause applies to both DBE and non-DBE subcontractors. Contractor must promptly notify public agency whenever a DBE subcontractor performing Work related to this Contract is terminated or fails to complete its Work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. Contractor may not terminate any DBE subcontractor and perform that Work through its own forces, or those of an affiliate, without prior written consent of public agency.
- 3) DBE Program. In connection with the performance of this Contract, Contractor will cooperate with public agency in meeting its commitments and goals to ensure that DBEs shall have the maximum practicable opportunity to compete for subcontract work, regardless of whether a contract goal is set for this Contract. Contractor agrees to use good faith efforts to carry out a policy in the award of its subcontracts, agent agreements, and procurement contracts which will, to the fullest extent, utilize DBEs consistent with the efficient performance of the Contract.

ENERGY CONSERVATION REQUIREMENTS

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plans issued under the Energy Policy and Conservation Act, as amended, 42 U.S.C. Sections 6321 *et seq.* and 41 CFR Part 301-10.

FEDERAL CHANGES

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, listed directly or by reference in the Contract between Public Agency and the FTA, and those applicable regulatory and procedural updates that are communicated to Contractor by Public Agency, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The provisions include, in part, certain Standard Terms and Conditions required by the U.S. Department of Transportation (DOT), whether or not expressly set forth in the preceding Contract provisions. All contractual provisions required by the DOT and applicable to the scope of a particular Contract awarded to Contractor by a Public Agency as a result of solicitation, as set forth in the most current FTA Circular 4220.1F, published February 8th, 2016, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. Contractor agrees not to knowingly perform any act, knowingly fail to perform any act, or refuse to comply with any reasonable public agency requests that would directly cause public agency to be in violation of the FTA terms and conditions.

NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

Agency and Contractor acknowledge and agree that, absent the Federal Government's express written consent and notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to agency, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.

Contractor agrees to include the above clause in each subcontract financed in whole or in part with federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS

Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, Contractor certifies or affirms, to the best of its knowledge, the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to me

made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed.

In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

FEDERAL REQUIRED SIGNATURES

Offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted in the pages above. It is further acknowledged that offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances as applicable.

Offeror	<u>eDynamic Holdings LP</u>
Address	<u>1256 Main Street, Suite 256</u>
City/State/Zip	<u>Southlake, TX 76092</u>
Authorized Signature	<u><i>B.L. Piccioni</i></u>
Date	<u>03/21/2023</u>

ANTITRUST CERTIFICATION STATEMENTS

TEXAS 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 bid, 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 bid, 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 bid 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.

Company Name eDynamic Holdings LP

Address 1256 Main Street, Suite 256

City/State/Zip Southlake, TX 76092

Telephone Number 877-585-2029

Fax Number 877-398-0553

Email Address proposals@edynamiclearning.com

Printed Name Brian Piccioni

Title CFO

Authorized Signature *B.L. Piccioni*

STATE NOTICE ADDENDUM

The National Cooperative Purchasing Alliance (NCPA), on behalf of NCPA and its current and potential participants to include all county, city, special district, local government, school district, private K-12 school, higher education institution, state, tribal government, other government agency, healthcare organization, nonprofit organization and all other Public Agencies located nationally in all fifty states, issues this Request for Proposal (RFP) to result in a national contract.

For your reference, the links below include some, but not all, of the entities included in this proposal:

[http://www.usa.gov/Agencies/State and Territories.shtml](http://www.usa.gov/Agencies/State_and_Territories.shtml)

<https://www.usa.gov/local-governments>






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Final Audit Report

2023-03-21

Created:	2023-03-21
By:	Nicole Shannon (nicole.shannon@edynamiclearning.com)
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"eDynamic - NCPA - Tab 9 - Req Docs" History

-  Document created by Nicole Shannon (nicole.shannon@edynamiclearning.com)
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