



**COUNTY OF HENRICO
DEPARTMENT OF FINANCE
PURCHASING DIVISION
CONTRACT EXTRACT
NOTICE OF RENEWAL**

DATE:	September 5, 2025
CONTRACT COMMODITY/SERVICE: <i>(include contracting entity if cooperative)</i>	World Languages Curriculum for Division Level Resources for HCPS
CONTRACT NUMBER:	2661B
COMMODITY CODE:	208.43
CONTRACT PERIOD:	Sept. 5, 2025 through Sept. 4, 2026
RENEWAL OPTIONS:	Three optional one-year renewals through 2029
USER DEPARTMENT:	HCPS
Contact Name:	Kennedy Venaglia
Phone Number:	804-652-3460
Email Address:	kwvenaglia@Henrico.k12.va.us
HENRICO COOPERATIVE TERMS INCLUDED:	Yes
SUPPLIER: Name:	This is Language, LTD
Address:	This is School, 38 St. Aldates
City, State:	Oxford, OX1 1BN
Contact Name:	Jordan Barker
Phone Number:	+441865503250
	jordan@thisisschool.com
ORACLE SUPPLIER NUMBER:	448341
BUSINESS CATEGORY:	Non-Swam
PAYMENT TERMS:	Net 45
DELIVERY:	As needed/ requested
FOB:	Destination
BUYER: Name:	Amy Anthes
Title:	Procurement Analyst III
Phone:	804-501-5686
Email:	Ant041@henrico.gov

V

This contract is the result of a competitive solicitation issued by the Department of Finance, Purchasing Division. A requisition must be generated for all purchases made against this contract and the requisition must reference the contract number.



COMMONWEALTH OF VIRGINIA
County of Henrico

Non-Professional Services Contract
Contract No. 2661B

This Non-Professional Services Contract (this "Contract") entered into this 4th day of September 2024, by This is Language, LTD (the "Contractor") and the County School Board of Henrico County, Virginia ("HCPS").

WHEREAS HCPS has awarded the Contractor this Contract pursuant to Request for Proposals No. 24-2661-3ARA, (the "Request for Proposals"), for World Languages Curriculum for Division Level Resources for Henrico County Public Schools.

WITNESSETH that the Contractor and HCPS, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF CONTRACT: The Contractor shall provide the services to the HCPS as set forth in the Contract Documents.

COMPENSATION: The compensation HCPS will pay to the Contractor under this Contract shall be in accordance with the Best and Final Offer dated August 1, 2024 (Exhibit C).

CONTRACT TERM: The Contract term shall be for a period of 1 year beginning upon execution of this contract and ending 12 months later. HCPS may renew the Contract for up to four (4) optional one (1) -year terms by giving 30 days' written notice before the end of the term unless Contractor has given HCPS written notice that it does not wish to renew at least 90 days before the end of the term.

CONTRACT DOCUMENTS: This Contract hereby incorporates by reference the documents listed below (the "Contract Documents") which shall control in the following descending order:

1. This Non-Professional Services Contract between HCPS and Contractor.
2. The License Agreement Addendum (Exhibit A).
3. The Virginia School Data Privacy Addendum (Exhibit B)
4. The General Contract Terms and Conditions included in the Request for Proposals.
5. Contractor's Best and Final Offer dated July 31, 2024 (Exhibit C).
6. Contractor's Original Proposal dated May 5, 2024 (Exhibit D).
7. The Scope of Services included in the Request for Proposals.

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound hereby.

This is Language, LTD

This is School, 38 St. Aldates
Oxford, OX1 1BN
England, United Kingdom

County School Board of Henrico County,
Virginia

406 Dabbs House Road
Henrico, VA 23223



Signature

Jordan Barker, Operations & Integrations
Manager

Printed Name and Title

09/04/2024

Date



Signature

Oscar Knott, CPP, CPPO, NIGP-CPP, VCO

Purchasing Director



Date

APPROVED AS TO FORM



9-16-24

Assistant County Attorney

EXHIBIT A

LICENSE AGREEMENT ADDENDUM

The County School Board of Henrico County, Virginia] (“**County**”) and This is Language LTD., a GBR corporation (“**Licensor**”), are entering into Non-Professional Services Contract No. 2661B (“**Agreement**”). Licensor has requested that its Terms and Conditions (“**Contract**”) be incorporated by reference into the Agreement. This License Agreement Addendum (“**LAA**”) (i) is attached to the Agreement and incorporated therein by reference, governing the use of all software licensed by the County thereunder (“**Software**”), and (ii) modifies and supersedes the Contract to the extent the Contract and the LAA are in conflict.

For good and valuable consideration, the parties agree as follows:

1. Certain provisions may appear in or be incorporated by reference into the Contract that the County does not accept. If any of the following provisions appear in the Contract, or if any provisions in the Contract have the effect of any of the following, such provisions are void, will not have any effect, and will not be enforceable against the County:
 - A. Requiring the application of the law of any place other than the Commonwealth of Virginia, United States of America in interpreting or enforcing the Contract;
 - B. Requiring or permitting that any dispute under the Contract be resolved in any court other than a state court of competent jurisdiction in Henrico County, Virginia;
 - C. Requiring any total or partial compensation or payment for lost profits or liquidated damages by the County if the Contract is terminated early;
 - D. Imposing any interest rate in excess of one percent per month or the default interest rate under Title 2, Chapter 43, Article 4 of the Code of Virginia, whichever is lower;
 - E. Requiring the County to maintain insurance for Licensor’s benefit;
 - F. Granting Licensor a security interest in any property of the County;
 - G. Requiring the County to indemnify, defend, or hold harmless Licensor or any entity or person for any act or omission of the County, including the County’s officers, agents, and employees;
 - H. Limiting or adding to the time period within which claims can be made or actions can be brought pursuant to Title 8.01, Chapter 3 of the Code of Virginia;
 - I. Restricting or prohibiting the County’s selection and approval of counsel or approval of any settlement;
 - J. Binding the County to any arbitration or otherwise committing the County to participate in any binding form of alternative dispute resolution;
 - K. Obligating the County to pay costs of collection or attorney’s fees;
 - L. Requiring any dispute resolution procedure(s) other than the default available under the Virginia Public Procurement Act;
 - M. Requiring the County to limit its rights or waive its remedies at law or in equity;
 - N. Establishing a presumption of severe or irreparable harm to Licensor by the actions or inactions of the County;
 - O. Limiting the liability of Licensor for property damage, death, or personal injury;
 - P. Capping the County’s damages or excluding types of damages available to the County;

- Q. Applying UCITA except as may be required by Section 59.1-501.15 of the Code of Virginia;
 - R. Not complying with all applicable federal, state, and local laws, regulations, and ordinances;
 - S. Requiring that the County waive any immunity to which it is lawfully entitled;
 - T. Requiring that the County, which is tax exempt, be responsible for payment of any taxes, duties, or penalties;
 - U. Obligating the County beyond approved and appropriated funding;
 - V. Permitting Licensor to unilaterally modify the Contract;
 - W. Having the Contract supersede agreements negotiated by the parties;
 - X. Renewing or extending the Contract beyond the term set forth in the Agreement or automatically renewing the Contract;
 - Y. Requiring the purchase of a new release, update, or upgrade of Software, or subsequent renewal or maintenance, in order for the County to receive or maintain the benefits of Licensor's indemnification of the County against any claims of infringement on any third-party intellectual property rights;
 - Z. Prohibiting the County from transferring or assigning to any entity the Contract or any license to Software granted pursuant to the Contract; or
 - AA. Making the County liable to pay Licensor's travel expenses, including transportation, meals, lodging, and incidental expenses, other than those explicitly approved by the County in advance.
2. Licensor represents and warrants that it is the owner of the Software or otherwise has the right to grant to the County the license to use the Software without violating or infringing any law, rule, regulation, copyright, patent, trade secret, or other proprietary right of any third party.
 3. Licensor agrees to indemnify, defend and hold harmless the County and the County's officers, agents, and employees, from any claims, damages, suits, actions, liabilities and costs of any kind or nature, including attorneys' fees, that arise out of or result from: (i) any negligent act, negligent omission, or intentional or willful conduct of any employee, contractor, or agent of Licensor; (ii) any material breach of any representation, warranty, or covenant of Licensor; (iii) any defect in the Software; or (iv) any actual or alleged infringement or misappropriation of any third party's intellectual property rights by any of the Software.
 4. All payment obligations from the County under the Contract are subject to receipt of necessary appropriations from the Henrico County, Virginia Board of Supervisors. In the event of non-appropriation of funds for the items under the Contract, the County may terminate, in whole or in part, the Contract or any order for those goods or services for which funds have not been appropriated. This may extend to the renewal of maintenance services for only some of the licenses granted by Licensor. There will be no time limit for termination due to termination for lack of appropriations.
 5. If Licensor provides any update or upgrade subject to additional payment or subject to the acceptance of additional terms and conditions, the County will have the right to reject such update or upgrade.

6. The person signing below for Licensor represents and warrants that he or she is duly authorized to execute and deliver this LAA on Licensor's behalf.
7. This LAA and the Agreement shall take effect simultaneously.
8. This LAA may be modified by the parties' mutual agreement. Any modifications shall be reflected in a separate document.

This is Language LTD.

County School Board of Henrico County,
Virginia

J Barker

Signature

Jordan Barker - Operations & Integrations
Manager

Printed Name and Title

09/04/2024

Date

Oscar Knott

Signature

Oscar Knott, CPP, CPPO, NIGP-CPP, VCO

10/1/24

Date

APPROVED AS TO FORM

Harold Brown

9-16-24

Assistant County Attorney

Attachment J

Attachment J

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

This Virginia School Data Privacy Agreement (“DPA”) is entered into by and between the

County School Board of Henrico County, Virginia

(hereinafter referred to as “Division”) and

This Is Language Ltd.

(hereinafter referred to as “Provider”) on

05/01/2024

The Parties agree to the terms as stated herein.

RECITALS

WHEREAS, the Provider has agreed to provide the Division with certain digital educational services (“Services”) as described in Article I and Exhibit “A”; and

WHEREAS, in order to provide the Services described in Article I and Appendix A, the Provider may receive or create and the Division may provide documents or data that are covered by several federal statutes, among them, the Federal Educational Rights and Privacy Act (“FERPA”) at 20 U.S.C. 1232g and 34 CFR Part 99, Children’s Online Privacy Protection Act (“COPPA”), 15 U.S.C. 6501-6502; Protection of Pupil Rights Amendment (“PPRA”) 20 U.S.C. 1232h; the Individuals with Disabilities Education Act (“IDEA”), 20 U.S.C. §§ 1400 *et. seq.*; and

WHEREAS, the documents and data transferred from Virginia Divisions and created by the Provider’s Services are also subject to several Virginia student privacy laws, including Code of Virginia § 22.1-289.01. *School service providers; school-affiliated entities; student personal information*; and § 22.1-287.02. *Students’ personally identifiable information*.

WHEREAS, the Parties wish to enter into this DPA to ensure that the Services provided conform to the requirements of the privacy laws referred to above and to establish implementing procedures and duties.

WHEREAS, the Provider may, by signing the “General Offer of Privacy Terms” (Exhibit “E”), agree to allow other Local Educational Agencies (LEAs) in Virginia the opportunity to accept and enjoy the benefits of this DPA for the Services described herein, without the need to negotiate terms in a separate DPA.

NOW THEREFORE, for good and valuable consideration, the parties agree as follows:

ARTICLE I: PURPOSE AND SCOPE

1. Purpose of DPA. The purpose of this DPA is to describe the duties and responsibilities to protect Division Data (as defined in Exhibit “C”) transmitted to Provider from the Division pursuant to Exhibit “A”, including compliance with all applicable state privacy statutes, including the FERPA, PPRA, COPPA, IDEA, and Code of Virginia § 22.1-289.01. *School service providers; school-affiliated entities; student personal information*; and § 22.1-287.02. *Students’ personally identifiable information*. In performing these services, to the extent Personally Identifiable Information (as defined in Exhibit “C”) from Pupil Records (as defined in Exhibit “C”) are transmitted to Provider from Division, the Provider shall be considered a School Official with a legitimate educational interest, and performing services otherwise provided by the Division. Provider shall be under the direct control and supervision of the Division.

2. Nature of Services Provided. The Provider has agreed to provide the following digital educational services described below and as may be further outlined in Exhibit “A” hereto:

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

This is School is an award-winning online provider of authentic World Language content and assessment tools for middle and high schools. The site can also be used by elementary schools, particularly if they have immersion or dual immersion programs. We offer resources in French, Spanish, German, and now Chinese. The resource is built around a library of over 10,000 videos categorized by theme, topic, and difficulty as well as more than 40,000 interactive comprehension, vocabulary, and structure exercises. The videos and exercises are appropriate for novice level through Advanced Placement (AP), including materials appropriate for heritage learners.

3. Division Data to Be Provided. In order to perform the Services described in this Article and Exhibit “A”, Provider shall list the categories of data collected, managed or shared as described below or as indicated in the Schedule of Data, attached hereto as Exhibit “B”:

Names, email addresses, telephone numbers (where given) and passwords (cryptographically hashed) of teachers.
Names or aliases, email addresses or usernames and passwords (cryptographically hashed) of students.

4. DPA Definitions. The definition of terms used in this DPA is found in Exhibit “C”. In the event of a conflict, definitions used in this DPA shall prevail over terms used in all other writings, including, but not limited to, a service agreement, privacy policies or any terms of service.

ARTICLE II: DATA OWNERSHIP AND AUTHORIZED ACCESS

- 1. Division Data Property of Division.** All Division Data, user generated content or any other Pupil Records transmitted to the Provider pursuant to this Agreement is and will continue to be the property of and under the control of the Division, or to the party who provided such data (such as the student, in the case of user generated content.). The Provider further acknowledges and agrees that all copies of such Division Data or any other Pupil Records transmitted to the Provider, including any modifications or additions or any portion thereof from any source, are also subject to the provisions of this Agreement in the same manner as the original Division Data or Pupil Records. The Parties agree that as between them, all rights, including all intellectual property rights in and to Division Data or any other Pupil Records contemplated per this Agreement shall remain the exclusive property of the Division. For the purposes of FERPA and state law, the Provider shall be considered a School Official, under the control and direction of the Divisions as it pertains to the use of Division Data notwithstanding the above. The Provider will cooperate and provide Division Data within ten (10) days at the Division’s request. Provider may transfer pupil-generated content to a separate account, according to the procedures set forth below.
- 2. Parent Access.** Provider shall cooperate and respond within ten (10) days to the Division’s request for personally identifiable information in a pupil’s records held by the Provider to view or correct as necessary. In the event that a parent of a pupil or other individual contacts the Provider to review any of the Pupil Records of Division Data accessed pursuant to the Services, the Provider shall refer the parent or individual to the Division, who will follow the necessary and proper procedures regarding the requested information.
- 3. Separate Account.** Provider shall, at the request of the Division, transfer Student Generated Content to a separate student account when required by the Code of Virginia § 22.1-289.01. School service providers; school-affiliated entities.
- 4. Third Party Request.** Provider shall notify the Division in advance of a compelled disclosure to a Third Party, unless legally prohibited.

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5. **Subprocessors**. Provider shall enter into written agreements with all Subprocessors performing functions pursuant to this DPA, whereby the Subprocessors agree to protect Division Data in manner consistent with the terms of this DPA.

ARTICLE III: DUTIES OF DIVISION

1. **Privacy Compliance**. Division shall provide data for the purposes of the DPA and any related contract in compliance with the FERPA, PPRA, IDEA, Code of Virginia § 22.1-289.01. School service providers; school-affiliated entities; student personal information; and § 22.1-287.02. Students' personally identifiable information, and all other applicable Virginia statutes.
2. **Parent Notification of Rights** Division shall ensure that its annual notice under FERPA defines vendors, such as the Provider, as "School Officials" and what constitutes a legitimate educational interest. The Division will provide parents with a notice of the websites and online services under this agreement for which it has consented to student data collection to on behalf of the parent, as permitted under COPPA
3. **Unauthorized Access Notification**. Division shall notify Provider promptly of any known or suspected unauthorized access. Division will assist Provider in any efforts by Provider to investigate and respond to any unauthorized access.

ARTICLE IV: DUTIES OF PROVIDER

- 1) **Privacy Compliance**. The Provider shall comply with all Virginia and Federal laws and regulations pertaining to data privacy and security, including FERPA, COPPA, PPRA, Code of Virginia § 22.1-289.01. and § 22.1-287.02.
- 2) **Authorized Use**. Division Data shared pursuant to this DPA, including persistent unique identifiers, shall be used for no purpose other than the Services stated in this DPA and as authorized under the statutes referred to in subsection (1), above. Provider also acknowledges and agrees that it shall not make any re-disclosure of any Division Data or any portion thereof, including without limitation, any Division Data, metadata, user content or other non-public information and/or personally identifiable information contained in the Division Data, without the express written consent of the Division, unless it fits into the de-identified information exception in Article IV, Section 4, or there is a court order or lawfully issued subpoena for the information.
- 3) **Employee Obligations**. Provider shall require all employees and agents who have access to Division data to comply with all applicable provisions of this DPA with respect to the data shared under the Service Agreement.
- 4) **Use of De-identified Information**. De-identified information, as defined in Exhibit "C", may be used by the Provider for the purposes of development, research, and improvement of educational sites, services, or applications, as any other member of the public or party would be able to use de-identified data pursuant to 34 CFR 99.31(b). The Provider and Division agree that the Provider cannot successfully de-identify information if there are fewer than twenty (20) students in the samples of a particular field or category of information collected, *i.e.*, twenty students in a particular grade, twenty students of a particular race, or twenty students with a particular disability. Provider agrees not to attempt to re-identify de-identified Division Data and not to transfer de-identified Division Data to any party unless (a) that party agrees in writing not to attempt re-identification, and (b) prior written

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

notice has been given to the Division who has provided prior written consent for such transfer.

- 5) **Disposition of Data.** Upon written request and in accordance with the applicable terms in subsections below, provider shall dispose or delete all division data obtained under this agreement when it is no longer needed for the purposes for which it was obtained. Disposition will include (1) the shredding of any hard copies of any Division data, (2) erasing, or (3) otherwise modifying the personal information in those records to make it unreadable or indecipherable by human or digital means. Nothing in the service agreement authorizes provider to maintain Division data obtained under the service agreement beyond the time reasonably needed to complete the disposition. Provider shall provide written notification when the division data has been disposed. The duty to dispose of Division data shall not extend to data that has been de-identified or placed in a separate student account, pursuant to the terms of the agreement. The division may employ a request for return or deletion of Division data form, a copy of which is attached hereto as exhibit D. Upon receipt of a request from the division, the provider will immediately provide the division with any specified portion of the division data within ten (10) calendar days of the receipt of said request.
- a) **Partial Disposal During the Term of Service Agreement.** Throughout the term of the service agreement, Division may request partial disposal of Division data obtained under the service agreement that is no longer needed. Partial disposal of data shall be subject to Division's request to transfer data to a separate account, pursuant to Article II Section 3, above.
 - b) **Complete Disposal upon Termination of Service Agreement.** Upon termination of the service agreement provider shall dispose or securely destroy all division data obtained under the service agreement. Prior to disposal of the data, provider shall notify Division in writing of its option to transfer data to a separate account, pursuant to Article 2, Section 3, above. In no event shall provider dispose of data pursuant to this provision unless and until provider has received affirmative written confirmation from Division that data will not be transferred to a separate account.
- 6) **Advertising Prohibition.** Provider is prohibited from using or selling Division Data to (a) market or advertise to students or families/guardians; (b) inform, influence, or enable marketing or advertising efforts by a Provider; (c) develop a profile of a student, family member/guardian or group, for any commercial purpose other than providing the Service to Client; or (d) use the Division Data for the development of commercial products or services, other than as necessary to provide the Service to Client. This section does not prohibit Provider from generating legitimate personalized learning recommendations or other activities permitted under Code of Virginia § 22.1-289.01.
- 7) **Penalties.** The failure to comply with the requirements of this agreement could subject Provider and any third party to all allowable penalties assessable against Provider under state and federal law. In the event the Family Policy Compliance Office of the U.S. Department of Education determines that Provider improperly disclosed personally identifiable information obtained from the Division's education records, the Division may not allow Provider access to the Division's education records for at least five years.

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ARTICLE V: DATA PROVISIONS

1. **Data Security.** The Provider agrees to maintain a comprehensive information security program that is reasonably designed to protect the security, privacy, confidentiality, and integrity of student personal information and makes use of appropriate administrative, technological, and physical safeguards. The general security duties of Provider are set forth below. These duties shall include, but are not limited to:
 - a. **Passwords and Employee Access.** Provider shall secure and manage usernames, passwords, and any other means of gaining access to the Services or to Division Data, at levels suggested by NIST SP800-171 (Password complexity, encryption, and re-use), NIST SP800-53 (IA control Family), and NIST 800-63-3 (Digital Identity), and NIST SP800-63B (Authenticator and Verifier Requirements) or equivalent industry best practices.
 - b. **Security Protocols.** Both parties agree to maintain security protocols that meet industry best practices in the collection, storage or transmission of any data, including ensuring that data may only be viewed or accessed by parties legally allowed to do so. Provider shall maintain all data obtained or generated pursuant to the DPA in a secure computer environment.
 - c. **Provider Employee Training.** The Provider shall provide annual security training to those of its employees who operate or have access to the system.
 - d. **Security Technology.** When the service is accessed using a supported web browser, FIPS 140-2 validated transmission encryption protocols, or equivalent technology shall be employed to protect data from unauthorized access. The service security measures shall follow National Institute of Standards and Technology (NIST) 800-171, or equivalent industry best practices.
 - e. **Periodic Risk Assessment.** Provider further acknowledges and agrees to conduct periodic risk assessments and remediate any identified security and privacy vulnerabilities in a timely manner. Upon Division's written request, Service Provider shall make the results of findings available to the Division. The Division shall treat such audit reports as Provider's Confidential Information under this Agreement.
 - f. **Backups and Audit Trails, Data Authenticity and Integrity.** Provider will take reasonable measures, including all backups and audit trails, to protect Division Data against deterioration or degradation of data quality and authenticity. Provider shall be responsible for ensuring that Division Data is retrievable in a reasonable format.
 - g. **Subprocessors Bound.** Provider shall enter into written agreements whereby Subprocessors agree to secure and protect Division Data in a manner consistent with the terms of this Article V. Provider shall periodically conduct or review compliance monitoring and assessments of Subprocessors to determine their compliance with this Article.
2. **Unauthorized Access or Data Breach.** In the event that Division Data are reasonably believed by the Provider or school division to have been disclosed (lost, accessed or obtained) in violation of the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g) or other federal or state law

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applicable to such information accessed or obtained by an unauthorized individual, Provider shall follow the following process:

- a. provide immediate notification to Division upon verification of the incident and allow the Division or its authorized representatives to fully participate in the investigation of the incident.
- b. notification will be provided to the contact(s) identified in ARTICLE VII, N: Notice, and sent via email and postal mail. Such notification shall include the
 - i. date, estimated date, or date range of the loss or disclosure;
 - i. Division Data that was or is reasonably believed to have been lost or disclosed;
 - ii. remedial measures taken or planned in response to the loss or disclosure.
- c. immediately take action to prevent further access;
- d. take all legally required, reasonable, and customary measures in working with Division to remediate the breach, which may include toll free telephone support with informed customer services staff to address questions by affected parties and/or provide monitoring services if necessary given the nature and scope of the loss or disclosure;
- e. cooperate with Division efforts to communicate to affected parties.
- f. provider is prohibited from directly contacting parent, legal guardian or eligible pupil unless expressly requested by Division. If Division requests Provider's assistance providing notice of unauthorized access, and such assistance is not unduly burdensome to Provider, Provider shall notify the affected parent, legal guardian or eligible pupil of the unauthorized access, which shall include the information listed in subsections (b) and (c), above. If requested by Division, Provider shall reimburse Division for costs incurred to notify parents/families of a breach not originating from Division's use of the Service.
- g. the Provider shall indemnify and hold harmless the Division from and against any loss, claim, cost (including attorneys' fees) or damage of any nature arising from or in connection with the breach by the Provider or any of its officers, directors, employees, agents or representatives of the obligations of the Provider's or its Authorized Representatives under this provision or under a Confidentiality Agreement, as the case may be.

ARTICLE VI: GENERAL OFFER OF PRIVACY TERMS

The Provider may, by signing the attached Form of General Offer of Privacy Terms (General Offer attached hereto as Exhibit "E"), be bound by the terms of this DPA to any other Division who signs the acceptance in said Exhibit. The Form is limited by the terms and conditions described therein.

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT
ARTICLE VII: MISCELLANEOUS

- A. **Term.** The Provider shall be bound by this DPA for so long as the Provider maintains or possesses any Division Data.
- B. **Termination.** In the event that either party seeks to terminate this DPA, they may do so by mutual written consent and as long as any service agreement or terms of service, to the extent one exists, has lapsed or has been terminated. The Division may terminate this DPA and any service agreement or contract in the event of a material breach of the terms of this DPA.
- C. **Data Transfer Upon Termination or Expiration.** Provider will notify the Division of impending cessation of its business and any contingency plans. Provider shall implement its exit plan and take all necessary actions to ensure a smooth transition of service with minimal disruption to the Division. As mutually agreed upon and as applicable, Provider will work closely with its successor to ensure a successful transition to the new equipment, with minimal downtime and effect on the Division, all such work to be coordinated and performed in advance of the formal, transition date.
- D. **Effect of Termination Survival.** If the DPA is terminated, the Provider shall destroy all of Division's data pursuant to Article V, section 5(b). The Provider's obligations under this agreement shall survive termination of this Agreement until all Division Data has been returned or Securely Destroyed.
- E. **Priority of Agreements.** This DPA supersedes all end user and "click-thru" agreements. In the event there is conflict between the terms of the DPA and any other writing, such as service agreement or with any other bid/RFP, terms of service, privacy policy, license agreement, or writing, the terms of this DPA shall apply and take precedence. Except as described in this paragraph herein, all other provisions of any other agreement shall remain in effect.
- F. **Amendments:** This DPA may be amended and the observance of any provision of this DPA may be waived (either generally or in any particular instance and either retroactively or prospectively) only with the signed written consent of both parties
- G. **Severability.** Any provision of this DPA that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this DPA, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be prohibited or unenforceable in such jurisdiction while, at the same time, maintaining the intent of the parties, it shall, as to such jurisdiction, be so narrowly drawn without invalidating the remaining provisions of this DPA or affecting the validity or enforceability of such provision in any other jurisdiction.
- H. **Governing Law; Venue and Jurisdiction.** This agreement will be governed by and construed in accordance with the laws of the state of Virginia, without regard to conflicts of law principles. Each party consents and submits to the sole and exclusive jurisdiction to the state and federal courts for the county of the initial subscribing division or the division specified in exhibit E as applicable, for any dispute arising out of or relating to this agreement or the transactions contemplated hereby.
- I. **Authority.** Provider represents that it is authorized to bind to the terms of this Agreement, including
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confidentiality and destruction of Division Data and any portion thereof contained therein, all related or associated institutions, individuals, employees or contractors who may have access to the Division Data and/or any portion thereof, or may own, lease or control equipment or facilities of any kind where the Division Data and portion thereof stored, maintained or used in any way.

- J. Waiver.** No delay or omission of the Division to exercise any right hereunder shall be construed as a waiver of any such right and the Division reserves the right to exercise any such right from time to time, as often as may be deemed expedient.
- K. Successors Bound:** This DPA is and shall be binding upon the respective successors in interest to provider in the event of a merger, acquisition, consolidation or other business reorganization or sale of all or substantially all of the assets of such business.
- L. Electronic Signature:** The parties understand and agree that they have the right to execute this Agreement through paper or through electronic signature technology, which is in compliance with Virginia and Federal law governing electronic signatures. The parties agree that to the extent they sign electronically, their electronic signature is the legally binding equivalent to their handwritten signature. Whenever they execute an electronic signature, it has the same validity and meaning as their handwritten signature.
- M. Notice.** All notices or other communication required or permitted to be given hereunder must be in writing and given by personal delivery, facsimile or e-mail transmission (if contact information is provided for the specific mode of delivery), or first class mail, postage prepaid, sent to the designated representatives before:

a. Designated Representatives

The designated representative for the Provider for this Agreement is:

Name:	Jordan Barker
Title:	Operations & Integrations Manager
Address:	This is School, 38 St Aldates, Oxford, OX11BN, UK
eMail:	jordan@thisisschool.com
Phone:	

The designated representative for the Division for this Agreement is:

Name:	Brian Maddox
Title:	Director of Technology
Address:	3820 Nine Mile Road
eMail:	bemaddox@henrico.k12.va.us
Phone:	804-328-5220

- b. Notification of Acceptance of General Offer of Terms.** Upon execution of Exhibit E General Offer of Terms, subscribing Division shall provide notice of such acceptance in writing and given by personal delivery or email transmission (if contact information

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

is provided for the specific mode of delivery), or first-class mail, postage prepaid, to the designated representative below the designated representative for the notice of acceptance of the general offer of privacy terms is named title contact information.

Name: Jordan Barker
Title: Operations & Integrations Manager
Address: This is School, 38 St Aldates, Oxford, OX11BN, UK
eMail: jordan@thisisschool.com
Phone:

[Signature Page Follows]

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

IN WITNESS WHEREOF, the parties have executed this Virginia Student Data Privacy Agreement as of the last day noted below.

Provider Signature *Jordan Barker*

Date: 05/01/2024
Printed Name: Jordan Barker
Title: Operations & Integrations Manager

Division Signature *John B. Wack*

Date: 9/13/2024
Printed Name: John B. Wack
Title: Chief Financial Officer

ADDITIONAL RESPONSES

RFP 24-2661-3ARA

World Languages Curriculum for Division Level Resource for Henrico County Public Schools

Dear Ms. Anthes,

Thank you very much for sending over a request for additional responses. We are delighted to have the opportunity to clarify these points for you; please find the details below.

1. Comprehension Languages

Yes, target-language Comprehension exercises will soon be available universally! We anticipate that there will be a target-language Comprehension exercise for every single video in September 2024. In the meantime, there is an English Comprehension for every video, and target-language versions for some 1,000 videos.

2. Implementation

In our original response to the RFP we should have been clearer that we will **not** charge Henrico an implementation fee, as a Loyalty Reward for our longstanding relationship.

3. Pricing

Please find Attachment A overleaf.

Please don't hesitate to get in touch if you would like further information on these or any other topics.

Very best wishes,

Anna Coneys Wainwright
Co-founder & Head of Product

Attachment A: Pricing FEE

Provide pricing for the below based off pricing being offered. Offerors must provide pricing and the methodology of how the price was calculated.

Offeror: This is School	Name of Program: This is School	
Scenario		
Provide pricing for an annual subscription for district licenses as listed below:	Price	Methodology on how price was calculated
Price for District License (27 schools and centers) Pricing for up to 20,000 students	\$60,000	As per our RFP response, we have applied a preferential rate of \$3/student (down from \$6/student) which we only give to districts purchasing a minimum of 15,000 student licenses.
Provide pricing for 1 day (6 hours) of on-site professional development training for staff of 25 for above and 1 day (6 hours) of virtual professional development training.	\$6,000	On-site: \$5,000 per day (6 hours) on-site. Virtual: \$1,000 per day (6 hours) \$5,000 + \$1,000 = \$6,000 Please note: one hour of Virtual Professional can be provided at no cost.
Any additional pricing for books and/or print materials	\$0	N/A
Implementation	\$0	Normally \$200 per school. We will not be charging any implementation fee for Henrico as a Loyalty Reward for our longstanding relationship.
Annual Maintenance/Renewal/ License Fees per years 2 through 5	\$0	N/A
Grand Total	\$66,000	

this is school

Proposal prepared for Henrico County Public Schools



RFP No. : 24-2661-3ARA

RFP Title:

World Languages Curriculum for Division Level Resources
for Henrico County Public Schools

Proposals Due: May 6, 2024

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Tab 1 – Introduction and Signed Forms

Please see the following pages for our Cover Letter and signed forms.

Cover Letter

May 1, 2024

Amy Anthes, Purchasing Analyst III, Henrico, VA

Re: RFP No. 24-2661-3ARA Henrico County Public Schools World Languages Curriculum

Dear Ms. Anthes,

Please accept the enclosed proposal in response to Henrico Public Schools' RFP for the World Languages Curriculum. **This is School** (formerly thisislanguage.com) is an award-winning online provider of authentic world language content and assessment tools for middle and high schools, as well as elementary schools that have a dual-immersion program. Our tried-and-true instructional resources have proven effective in facilitating the implementation of the World Language curricula for French, German, Spanish and Chinese, among other languages.

This is School has partnered with more than 1,500 schools to serve more than 400,000 students through our library of more than 12,500 videos and 50,000 interactive exercises. We have been working with Henrico County Public Schools since 2015, and we would be delighted to continue supporting its students and educators.

This is School commissions and authors all of its own video content. All the videos on **This is School** are unscripted recordings of young, native speakers who are not actors. This means that their answers are spontaneous and have the rhythm of natural speech. Our authentic language videos present how real people speak in day-to-day life. This prepares students for their first encounters with real language when they speak it—unscripted—for the first time. Using **This is School** is proven to boost student confidence and prepare learners to tackle longer forms of authentic materials like radio programs, film, and television shows.

In addition to video content, our resources include comprehensive sections on grammar/structure and vocabulary that allow students to learn at their own pace. The digital materials help learners build their mastery during daily instruction as well as out-of-class practice.

We have read and understood the RFP, and we are fully prepared to deliver the full scope of services described therein, with only two exceptions. Thank you in advance for your consideration of our proposal. We look forward to speaking with you about our innovative solution, qualifications, experience, and pricing options.

Sincerely,



George Van Den Bergh, CEO & Founder

c/o: faye@thisisschool.com

Attachment A**ATTACHMENT A
PROPOSAL SIGNATURE SHEET**

My signature certifies that the proposal as submitted complies with all requirements specified in this Request for Proposal ("RFP") No. 24-2661-3ARA World Languages Curriculum for Division Level Resources for Henrico County Public Schools

My signature also certifies that by submitting a proposal in response to this RFP, the Offeror represents that in the preparation and submission of this proposal, the Offeror did not, either directly or indirectly, enter into any combination or arrangement with any person or business entity, or enter into any agreement, participate in any collusion, or otherwise take any action in the restraining of free, competitive bidding in violation of the Sherman Act (15 U.S.C. Section 1) or Sections 59.1-9.1 through 59.1-9.17 or Sections 59.1-68.6 through 59.1-68.8 of the Code of Virginia.

I hereby certify that I am authorized to sign as a legal representative for the business entity submitting this proposal.

LEGAL NAME OF OFFEROR (DO <u>NOT</u> USE TRADE NAME):	This Is Language Ltd.
ADDRESS:	This is School, 38 St Aldates
	Oxford, OX11BN
	England, United Kingdom
FEDERAL ID NO:	
SIGNATURE:	<i>Jordan Barker</i>
NAME OF PERSON SIGNING (PRINT):	Jordan Barker
TITLE:	Operations and Integrations Manager
TELEPHONE:	+441865503250
FAX:	
EMAIL ADDRESS:	jordan@thisisschool.com
DATE:	05/01/2024

Attachment B

**ATTACHMENT B
BUSINESS CATEGORY CLASSIFICATION FORM**

Company Legal Name: This Is Language Ltd.

This form completed by: Signature: Jordan Barker Title: Operations and Integrations Manager

Date: 05/01/2024

PLEASE SPECIFY YOUR BUSINESS CATEGORY BY CHECKING THE APPROPRIATE BOX(ES) BELOW.

(Check all that apply.)

- ☐ SMALL BUSINESS
- ☐ WOMEN-OWNED BUSINESS
- ☐ MINORITY-OWNED BUSINESS
- ☐ SERVICE-DISABLED VETERAN
- ☐ EMPLOYMENT SERVICES ORGANIZATION
- ☐ NON-SWaM (Not Small, Women-owned or Minority-owned)

SUPPLIER REGISTRATION – The County of Henrico encourages all suppliers interested in doing business with the County to register with eVA, the Commonwealth of Virginia's electronic procurement portal, <http://eva.virginia.gov>.

eVA Registered? ☒ Yes ☐ No

If certified by the Virginia Minority Business Enterprises (DMBE), provide DMBE certification number and expiration date.

_____ NUMBER _____ DATE

DEFINITIONS

For the purpose of determining the appropriate business category, the following definitions apply:

"Small business" means a business, independently owned and controlled by one or more individuals who are U.S. citizens or legal resident aliens, and together with affiliates, has 250 or fewer employees, or annual gross receipts of \$10 million or less averaged over the previous three years. One or more of the individual owners shall control both the management and daily business operations of the small business.

"Women-owned business" means a business that is at least 51 percent owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51 percent of the equity ownership interest is owned by one or more women who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more women.

"Minority-owned business" means a business that is at least 51 percent owned by one or more minority individuals who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51 percent of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more minority individuals.

"Minority individual" means an individual who is a citizen of the United States or a legal resident alien and who satisfies one or more of the following definitions:

1. "African American" means a person having origins in any of the original peoples of Africa and who is regarded as such by the community of which this person claims to be a part.
2. "Asian American" means a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands, including but not limited to Japan, China, Vietnam, Samoa, Laos, Cambodia, Taiwan, Northern Mariana Islands, the Philippines, a U.S. territory of the Pacific, India, Pakistan, Bangladesh, or Sri Lanka and who is regarded as such by the community of which this person claims to be a part.
3. "Hispanic American" means a person having origins in any of the Spanish-speaking peoples of Mexico, South or Central America, or the Caribbean Islands or other Spanish or Portuguese cultures and who is regarded as such by the community of which this person claims to be a part.
4. "Native American" means a person having origins in any of the original peoples of North America and who is regarded as such by the community of which this person claims to be a part or who is recognized by a tribal organization.

"Service disabled veteran business" means a business that is at least 51 percent owned by one or more service disabled veterans or, in the case of a corporation, partnership, or limited liability company or other entity, at least 51 percent of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more individuals who are service disabled veterans and both the management and daily business operations are controlled by one or more individuals who are service disabled veterans.

"Service disabled veteran" means a veteran who (i) served on active duty in the United States military ground, naval, or air service, (ii) was discharged or released under conditions other than dishonorable, and (iii) has a service-connected disability rating fixed by the United States Department of Veterans Affairs.

"Employment services organization" means an organization that provides community-based employment services to individuals with disabilities that is an approved Commission on Accreditation of Rehabilitation Facilities (CARF) accredited vendor of the Department of Aging and Rehabilitative Services.

Attachment C

ATTACHMENT C
Virginia State Corporation Commission (SCC) Registration
Information

The Offeror:

☐ is a corporation or other business entity with the following SCC identification number:

-OR-

☐ is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**

☒ is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the Bidder in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from Bidder's out-of-state location) **-OR-**

☐ is an out-of-state business entity that is including with this bid/proposal an opinion of legal counsel which accurately and completely discloses the undersigned Bidder's current contracts with Virginia and describes why those contracts do not constitute the transaction of business in Virginia within the meaning of §13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

Please check the following box if you have not checked any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for bids: ☐

Attachment D

ATTACHMENT D
PROPRIETARY/CONFIDENTIAL INFORMATION IDENTIFICATION

NAME OF OFFEROR: This Is Language Ltd.

Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protections of Va. Code § 2.2-4342(F) in writing, either before or at the time the data or other materials are submitted. The Offeror must specifically identify the data or materials to be protected including the section(s) of the proposal in which it is contained and the pages numbers, and state the reasons why protection is necessary. A summary of trade secrets and proprietary information submitted shall be submitted on this form. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. Va. Code § 2.2-4342(F) prohibits an Offeror from classifying an entire proposal, any portion of a proposal that does not contain trade secrets or proprietary information, line item prices, or total proposal prices as proprietary or trade secrets. If, after being given reasonable time, the Offeror refuses to withdraw such classification(s), the proposal will be rejected.

SECTION/TITLE	PAGE NUMBER(S)	REASON(S) FOR WITHHOLDING FROM DISCLOSURE
Firm Qualifications	65	Personal information of individuals
References	67	Personal information of individuals

Attachment F**ATTACHMENT F
DIRECT CONTACT WITH STUDENTS**

Name of Offeror: This Is Language Ltd.

Pursuant to Va. Code § 22.1-296.1(E), as a condition of awarding a contract for the provision of services that require the contractor or employees of the contractor to have direct contact with students on school property during regular school hours or during school-sponsored activities, the contractor shall provide certification of whether any individual who will provide such services has been convicted of any violent felony set forth in the definition of barrier crime in subsection A of Va. Code § 19.2-392.02; any offense involving the sexual molestation, physical or sexual abuse, or rape of a child, or the solicitation of any such offense; or any crime of moral turpitude.

Any individual making a materially false statement regarding any such offense is guilty of a Class 1 misdemeanor and, upon conviction, the fact of such conviction is grounds for the revocation of the contract to provide such services and, when relevant, the revocation of any license required to provide such services. School boards shall not be liable for materially false statements regarding the certifications required by Va. Code § 22.1-296.1(E).

Va. Code § 22.1-296.1(E), shall not apply to a contractor or his employees providing services to a school division in an emergency or exceptional situation, such as when student health or safety is endangered or when repairs are needed on an urgent basis to ensure that school facilities are safe and habitable, when it is reasonably anticipated that the contractor or his employees will have no direct contact with students.

For purposes of this certification, “services” means any work performed by an independent contractor wherein the service rendered does not consist primarily of acquisition of equipment or materials, or the rental of equipment, materials and supplies.

The contractor is responsible for affirming certification information for his subcontractors.

Pursuant to Va. Code § 22.1-296.1(F), no school board shall award a contract for the provision of services that require the contractor or his employees to have direct contact with students on school property during regular school hours or during school-sponsored activities when any individual who provides such services has been convicted of any violent felony set forth in the definition of barrier crime in subsection A of § 19.2-392.02 or any offense involving the sexual molestation, physical or sexual abuse, or rape of a child, or the solicitation of any such offense.

Pursuant to Va. Code § 22.1-296.1(G), any school board may award a contract for the provision of services that require the contractor or his employees to have direct contact with students on school property during regular school hours or during school-sponsored activities when any individual who provides such services has been convicted of any felony or crime of moral turpitude that is not set forth in the definition of barrier crime in subsection A of § 19.2-392.02 and does not involve the sexual molestation, physical or sexual abuse, or rape of a child, or the solicitation of any such offense, provided that in the case of a felony conviction, such individual has had his civil rights restored by the Governor.

As part of this submission, the contractor certifies the following:

- ☒ **None of the individuals who will be providing services that require direct contact with students on school property during regular school hours or during school-sponsored activities have been convicted of a violent felony set forth in the definition of “barrier**

crime” in Va. Code § 19.2-392.02(A) or an offense involving the sexual molestation, physical or sexual abuse, or rape of a child, or the solicitation of any such offense;

And (select one of the following)

☒ None of the individuals who will be providing services that require direct contact with students on school property during regular school hours or during school-sponsored activities have been convicted of any felony or any crime of moral turpitude.

or

☐ One or more individuals who will be providing services that require direct contact with students on school property during regular school hours or during school-sponsored activities has been convicted of a felony or crime of moral turpitude that is not set forth in the definition of “barrier crime” in Va. Code § 19.2-392.02(A) and does not involve the sexual molestation, physical or sexual abuse, or rape of a child, or the solicitation of any such offense. (In the case of a felony conviction meeting these criteria, the contractor must submit evidence that the Governor has restored the individual’s civil rights.).

Jordan Barker
Signature of Authorized Representative

Jordan Barker
Printed Name of Authorized Representative

This Is Language Ltd.
Printed Name of Vendor
(if different than Representative)

Attachment H

Attachment H

Pricing FEE

Provide pricing for the below based off pricing being offered. Offerors must provide pricing and the methodology of how the price was calculated.

Offeror:	Name of Program: This is School	
Scenario		Our scenario is based on the estimated number of enrolled students in World Languages stipulated at the top of this RFP for 2024 (15,800), but easily allows for requirements for up to 20,000 (or more) students.
Provide pricing for an annual subscription for district licenses as listed below:	Price	Methodology on how price was calculated
Price for District License (27 schools and centers) Middle: 13 (10,907 students) High: 9 (15,386 students) Advanced Career Education (ACE): 3 Alternative program center: 1* Henrico Virtual Academy: 1	\$3/student	This preferential rate is a reduced price (from \$6/student down to \$3/student) based on districts which have a minimum student enrollment of 15,000 .
Provide pricing for 1 day (6 hours) of on-site professional development training for staff of 25 for above.	\$5,000	\$5,000 per day (6-hours) on-site. Virtual Professional Development - one hour can be provided at no cost.
Price per student based on the District License and Professional Development divided by the number of students the proposal is being submitted for	\$3.31/Student	Based on a total of 15,800 students which this proposal is being submitted for.
Implementation	\$200 Per School	Per site/school an annual implementation fee is applied which includes onboarding
Annual Maintenance/Renewal per years 2 through 5	\$0	N/A
Annual District License Fees per years 2 through 5	As per % increased specified	Increase is approximately 8% per year. Year 2 \$3.25 Year 3 \$3.50 Year 4 \$3.75 Year 5 \$4.00 (This preferential rate - down from \$6/student is only applicable for District Licenses with a minimum student count of 15,000)

Grand Total	\$52,400 \$56,350 \$60,300 \$64,250 \$68,200	Year 1: District License Year 2: District License Year 3: District License Year 4: District License Year 5: District License *These figures assume a student count of 15,800 for 24/7 access to our Educational Learning Platform and includes all teachers as well as 1 Annual on-site Professional Development Day. These figures do not include any Implementation costs as these may not apply. Additional students on top of the 15,800 quoted can be added at the per/student fee.
-------------	--	---

** It should be noted that students and their teachers who are enrolled in any of our alternative program centers (i.e. GRAD, PLC) should have access to any Division Wide purchases made at the PK-12 (75 Schools) or level at no additional cost. The teachers and students exist as their own entity in PowerSchool and Clever but would need access to division-level purchases and resources provisioned by their homeschool. Additionally, students who are attending Virginia Randolph Education Center (VREC) and PACE should be included in any purchases made by the Academy of Virginia Randolph (AVR). This is our alternative school and all 3 schools reside in the same building, but are denoted as separate entities in PowerSchool and Clever.

**Pricing Options
Attachment H**

Provide pricing as it relates to the proposed solution	Price
Price per student	\$3 Access to all resources 24/7 wherever there is Internet access
Price per teacher	\$0 Free access 24/7 to all resources
Price per classroom	Dependent on number of per students
Price per site	Based upon site enrollment at \$3 per student (district-wide with minimum of 15,000 students)
Price for District License 6-8	Per student pricing is the same for all level and access to all resources
Price for District License 6-12	Per student pricing is the same for all levels and access to all resources
Price for District License 9-12	Per student pricing is the same for all levels and access to all resources
1 day of Professional Development- train the trainer model (20 Secondary ILCs/ITRTs, 3 Educational Specialist, + 1 additional personnel- total of 20 +)	\$5,000 per 6 hour day on- site PD
1 day of Professional Development - price per teacher	N/A
1 day of Professional Development for Secondary School Staff- approximately 35 - 100	\$7,500-\$12,500 (based on cohort size)
Additional Professional Development models	Additional professional development models customized as per district requests would be priced individually per type of training.
Printed materials — provide list of pricing for each product offered	N/A
Consumables — provide list of pricing for each product offered	N/A

Attachment J

Attachment J

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

This Virginia School Data Privacy Agreement (“DPA”) is entered into by and between the

County School Board of Henrico County, Virginia

(hereinafter referred to as “Division”) and

This Is Language Ltd.

(hereinafter referred to as “Provider”) on

05/01/2024

The Parties agree to the terms as stated herein.

RECITALS

WHEREAS, the Provider has agreed to provide the Division with certain digital educational services (“Services”) as described in Article I and Exhibit “A”; and

WHEREAS, in order to provide the Services described in Article I and Appendix A, the Provider may receive or create and the Division may provide documents or data that are covered by several federal statutes, among them, the Federal Educational Rights and Privacy Act (“FERPA”) at 20 U.S.C. 1232g and 34 CFR Part 99, Children’s Online Privacy Protection Act (“COPPA”), 15 U.S.C. 6501-6502; Protection of Pupil Rights Amendment (“PPRA”) 20 U.S.C. 1232h; the Individuals with Disabilities Education Act (“IDEA”), 20 U.S.C. §§ 1400 *et. seq.*; and

WHEREAS, the documents and data transferred from Virginia Divisions and created by the Provider’s Services are also subject to several Virginia student privacy laws, including Code of Virginia § 22.1-289.01. *School service providers; school-affiliated entities; student personal information*; and § 22.1-287.02. *Students’ personally identifiable information*.

WHEREAS, the Parties wish to enter into this DPA to ensure that the Services provided conform to the requirements of the privacy laws referred to above and to establish implementing procedures and duties.

WHEREAS, the Provider may, by signing the “General Offer of Privacy Terms” (Exhibit “E”), agree to allow other Local Educational Agencies (LEAs) in Virginia the opportunity to accept and enjoy the benefits of this DPA for the Services described herein, without the need to negotiate terms in a separate DPA.

NOW THEREFORE, for good and valuable consideration, the parties agree as follows:

ARTICLE I: PURPOSE AND SCOPE

1. Purpose of DPA. The purpose of this DPA is to describe the duties and responsibilities to protect Division Data (as defined in Exhibit “C”) transmitted to Provider from the Division pursuant to Exhibit “A”, including compliance with all applicable state privacy statutes, including the FERPA, PPRA, COPPA, IDEA, and Code of Virginia § 22.1-289.01. *School service providers; school-affiliated entities; student personal information*; and § 22.1-287.02. *Students’ personally identifiable information*. In performing these services, to the extent Personally Identifiable Information (as defined in Exhibit “C”) from Pupil Records (as defined in Exhibit “C”) are transmitted to Provider from Division, the Provider shall be considered a School Official with a legitimate educational interest, and performing services otherwise provided by the Division. Provider shall be under the direct control and supervision of the Division.

2. Nature of Services Provided. The Provider has agreed to provide the following digital educational services described below and as may be further outlined in Exhibit “A” hereto:

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

This is School is an award-winning online provider of authentic World Language content and assessment tools for middle and high schools. The site can also be used by elementary schools, particularly if they have immersion or dual immersion programs. We offer resources in French, Spanish, German, and now Chinese. The resource is built around a library of over 10,000 videos categorized by theme, topic, and difficulty as well as more than 40,000 interactive comprehension, vocabulary, and structure exercises. The videos and exercises are appropriate for novice level through Advanced Placement (AP), including materials appropriate for heritage learners.

3. Division Data to Be Provided. In order to perform the Services described in this Article and Exhibit “A”, Provider shall list the categories of data collected, managed or shared as described below or as indicated in the Schedule of Data, attached hereto as Exhibit “B”:

Names, email addresses, telephone numbers (where given) and passwords (cryptographically hashed) of teachers.
Names or aliases, email addresses or usernames and passwords (cryptographically hashed) of students.

4. DPA Definitions. The definition of terms used in this DPA is found in Exhibit “C”. In the event of a conflict, definitions used in this DPA shall prevail over terms used in all other writings, including, but not limited to, a service agreement, privacy policies or any terms of service.

ARTICLE II: DATA OWNERSHIP AND AUTHORIZED ACCESS

- 1. Division Data Property of Division.** All Division Data, user generated content or any other Pupil Records transmitted to the Provider pursuant to this Agreement is and will continue to be the property of and under the control of the Division, or to the party who provided such data (such as the student, in the case of user generated content.). The Provider further acknowledges and agrees that all copies of such Division Data or any other Pupil Records transmitted to the Provider, including any modifications or additions or any portion thereof from any source, are also subject to the provisions of this Agreement in the same manner as the original Division Data or Pupil Records. The Parties agree that as between them, all rights, including all intellectual property rights in and to Division Data or any other Pupil Records contemplated per this Agreement shall remain the exclusive property of the Division. For the purposes of FERPA and state law, the Provider shall be considered a School Official, under the control and direction of the Divisions as it pertains to the use of Division Data notwithstanding the above. The Provider will cooperate and provide Division Data within ten (10) days at the Division’s request. Provider may transfer pupil-generated content to a separate account, according to the procedures set forth below.
- 2. Parent Access.** Provider shall cooperate and respond within ten (10) days to the Division’s request for personally identifiable information in a pupil’s records held by the Provider to view or correct as necessary. In the event that a parent of a pupil or other individual contacts the Provider to review any of the Pupil Records of Division Data accessed pursuant to the Services, the Provider shall refer the parent or individual to the Division, who will follow the necessary and proper procedures regarding the requested information.
- 3. Separate Account.** Provider shall, at the request of the Division, transfer Student Generated Content to a separate student account when required by the Code of Virginia § 22.1-289.01. School service providers; school-affiliated entities.
- 4. Third Party Request.** Provider shall notify the Division in advance of a compelled disclosure to a Third Party, unless legally prohibited.

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

5. **Subprocessors**. Provider shall enter into written agreements with all Subprocessors performing functions pursuant to this DPA, whereby the Subprocessors agree to protect Division Data in manner consistent with the terms of this DPA.

ARTICLE III: DUTIES OF DIVISION

1. **Privacy Compliance**. Division shall provide data for the purposes of the DPA and any related contract in compliance with the FERPA, PPRA, IDEA, Code of Virginia § 22.1-289.01. School service providers; school-affiliated entities; student personal information; and § 22.1-287.02. Students' personally identifiable information, and all other applicable Virginia statutes.
2. **Parent Notification of Rights** Division shall ensure that its annual notice under FERPA defines vendors, such as the Provider, as "School Officials" and what constitutes a legitimate educational interest. The Division will provide parents with a notice of the websites and online services under this agreement for which it has consented to student data collection to on behalf of the parent, as permitted under COPPA
3. **Unauthorized Access Notification**. Division shall notify Provider promptly of any known or suspected unauthorized access. Division will assist Provider in any efforts by Provider to investigate and respond to any unauthorized access.

ARTICLE IV: DUTIES OF PROVIDER

- 1) **Privacy Compliance**. The Provider shall comply with all Virginia and Federal laws and regulations pertaining to data privacy and security, including FERPA, COPPA, PPRA, Code of Virginia § 22.1-289.01. and § 22.1-287.02.
- 2) **Authorized Use**. Division Data shared pursuant to this DPA, including persistent unique identifiers, shall be used for no purpose other than the Services stated in this DPA and as authorized under the statutes referred to in subsection (1), above. Provider also acknowledges and agrees that it shall not make any re-disclosure of any Division Data or any portion thereof, including without limitation, any Division Data, metadata, user content or other non-public information and/or personally identifiable information contained in the Division Data, without the express written consent of the Division, unless it fits into the de-identified information exception in Article IV, Section 4, or there is a court order or lawfully issued subpoena for the information.
- 3) **Employee Obligations**. Provider shall require all employees and agents who have access to Division data to comply with all applicable provisions of this DPA with respect to the data shared under the Service Agreement.
- 4) **Use of De-identified Information**. De-identified information, as defined in Exhibit "C", may be used by the Provider for the purposes of development, research, and improvement of educational sites, services, or applications, as any other member of the public or party would be able to use de-identified data pursuant to 34 CFR 99.31(b). The Provider and Division agree that the Provider cannot successfully de-identify information if there are fewer than twenty (20) students in the samples of a particular field or category of information collected, *i.e.*, twenty students in a particular grade, twenty students of a particular race, or twenty students with a particular disability. Provider agrees not to attempt to re-identify de-identified Division Data and not to transfer de-identified Division Data to any party unless (a) that party agrees in writing not to attempt re-identification, and (b) prior written

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notice has been given to the Division who has provided prior written consent for such transfer.

- 5) **Disposition of Data.** Upon written request and in accordance with the applicable terms in subsections below, provider shall dispose or delete all division data obtained under this agreement when it is no longer needed for the purposes for which it was obtained. Disposition will include (1) the shredding of any hard copies of any Division data, (2) erasing, or (3) otherwise modifying the personal information in those records to make it unreadable or indecipherable by human or digital means. Nothing in the service agreement authorizes provider to maintain Division data obtained under the service agreement beyond the time reasonably needed to complete the disposition. Provider shall provide written notification when the division data has been disposed. The duty to dispose of Division data shall not extend to data that has been de-identified or placed in a separate student account, pursuant to the terms of the agreement. The division may employ a request for return or deletion of Division data form, a copy of which is attached hereto as exhibit D. Upon receipt of a request from the division, the provider will immediately provide the division with any specified portion of the division data within ten (10) calendar days of the receipt of said request.
- a) **Partial Disposal During the Term of Service Agreement.** Throughout the term of the service agreement, Division may request partial disposal of Division data obtained under the service agreement that is no longer needed. Partial disposal of data shall be subject to Division's request to transfer data to a separate account, pursuant to Article II Section 3, above.
 - b) **Complete Disposal upon Termination of Service Agreement.** Upon termination of the service agreement provider shall dispose or securely destroy all division data obtained under the service agreement. Prior to disposal of the data, provider shall notify Division in writing of its option to transfer data to a separate account, pursuant to Article 2, Section 3, above. In no event shall provider dispose of data pursuant to this provision unless and until provider has received affirmative written confirmation from Division that data will not be transferred to a separate account.
- 6) **Advertising Prohibition.** Provider is prohibited from using or selling Division Data to (a) market or advertise to students or families/guardians; (b) inform, influence, or enable marketing or advertising efforts by a Provider; (c) develop a profile of a student, family member/guardian or group, for any commercial purpose other than providing the Service to Client; or (d) use the Division Data for the development of commercial products or services, other than as necessary to provide the Service to Client. This section does not prohibit Provider from generating legitimate personalized learning recommendations or other activities permitted under Code of Virginia § 22.1-289.01.
- 7) **Penalties.** The failure to comply with the requirements of this agreement could subject Provider and any third party to all allowable penalties assessable against Provider under state and federal law. In the event the Family Policy Compliance Office of the U.S. Department of Education determines that Provider improperly disclosed personally identifiable information obtained from the Division's education records, the Division may not allow Provider access to the Division's education records for at least five years.

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ARTICLE V: DATA PROVISIONS

1. **Data Security.** The Provider agrees to maintain a comprehensive information security program that is reasonably designed to protect the security, privacy, confidentiality, and integrity of student personal information and makes use of appropriate administrative, technological, and physical safeguards. The general security duties of Provider are set forth below. These duties shall include, but are not limited to:
 - a. **Passwords and Employee Access.** Provider shall secure and manage usernames, passwords, and any other means of gaining access to the Services or to Division Data, at levels suggested by NIST SP800-171 (Password complexity, encryption, and re-use), NIST SP800-53 (IA control Family), and NIST 800-63-3 (Digital Identity), and NIST SP800-63B (Authenticator and Verifier Requirements) or equivalent industry best practices.
 - b. **Security Protocols.** Both parties agree to maintain security protocols that meet industry best practices in the collection, storage or transmission of any data, including ensuring that data may only be viewed or accessed by parties legally allowed to do so. Provider shall maintain all data obtained or generated pursuant to the DPA in a secure computer environment.
 - c. **Provider Employee Training.** The Provider shall provide annual security training to those of its employees who operate or have access to the system.
 - d. **Security Technology.** When the service is accessed using a supported web browser, FIPS 140-2 validated transmission encryption protocols, or equivalent technology shall be employed to protect data from unauthorized access. The service security measures shall follow National Institute of Standards and Technology (NIST) 800-171, or equivalent industry best practices.
 - e. **Periodic Risk Assessment.** Provider further acknowledges and agrees to conduct periodic risk assessments and remediate any identified security and privacy vulnerabilities in a timely manner. Upon Division's written request, Service Provider shall make the results of findings available to the Division. The Division shall treat such audit reports as Provider's Confidential Information under this Agreement.
 - f. **Backups and Audit Trails, Data Authenticity and Integrity.** Provider will take reasonable measures, including all backups and audit trails, to protect Division Data against deterioration or degradation of data quality and authenticity. Provider shall be responsible for ensuring that Division Data is retrievable in a reasonable format.
 - g. **Subprocessors Bound.** Provider shall enter into written agreements whereby Subprocessors agree to secure and protect Division Data in a manner consistent with the terms of this Article V. Provider shall periodically conduct or review compliance monitoring and assessments of Subprocessors to determine their compliance with this Article.
2. **Unauthorized Access or Data Breach.** In the event that Division Data are reasonably believed by the Provider or school division to have been disclosed (lost, accessed or obtained) in violation of the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g) or other federal or state law

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applicable to such information accessed or obtained by an unauthorized individual, Provider shall follow the following process:

- a. provide immediate notification to Division upon verification of the incident and allow the Division or its authorized representatives to fully participate in the investigation of the incident.
- b. notification will be provided to the contact(s) identified in ARTICLE VII, N: Notice, and sent via email and postal mail. Such notification shall include the
 - i. date, estimated date, or date range of the loss or disclosure;
 - i. Division Data that was or is reasonably believed to have been lost or disclosed;
 - ii. remedial measures taken or planned in response to the loss or disclosure.
- c. immediately take action to prevent further access;
- d. take all legally required, reasonable, and customary measures in working with Division to remediate the breach, which may include toll free telephone support with informed customer services staff to address questions by affected parties and/or provide monitoring services if necessary given the nature and scope of the loss or disclosure;
- e. cooperate with Division efforts to communicate to affected parties.
- f. provider is prohibited from directly contacting parent, legal guardian or eligible pupil unless expressly requested by Division. If Division requests Provider's assistance providing notice of unauthorized access, and such assistance is not unduly burdensome to Provider, Provider shall notify the affected parent, legal guardian or eligible pupil of the unauthorized access, which shall include the information listed in subsections (b) and (c), above. If requested by Division, Provider shall reimburse Division for costs incurred to notify parents/families of a breach not originating from Division's use of the Service.
- g. the Provider shall indemnify and hold harmless the Division from and against any loss, claim, cost (including attorneys' fees) or damage of any nature arising from or in connection with the breach by the Provider or any of its officers, directors, employees, agents or representatives of the obligations of the Provider's or its Authorized Representatives under this provision or under a Confidentiality Agreement, as the case may be.

ARTICLE VI: GENERAL OFFER OF PRIVACY TERMS

The Provider may, by signing the attached Form of General Offer of Privacy Terms (General Offer attached hereto as Exhibit "E"), be bound by the terms of this DPA to any other Division who signs the acceptance in said Exhibit. The Form is limited by the terms and conditions described therein.

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ARTICLE VII: MISCELLANEOUS

- A. **Term.** The Provider shall be bound by this DPA for so long as the Provider maintains or possesses any Division Data.
- B. **Termination.** In the event that either party seeks to terminate this DPA, they may do so by mutual written consent and as long as any service agreement or terms of service, to the extent one exists, has lapsed or has been terminated. The Division may terminate this DPA and any service agreement or contract in the event of a material breach of the terms of this DPA.
- C. **Data Transfer Upon Termination or Expiration.** Provider will notify the Division of impending cessation of its business and any contingency plans. Provider shall implement its exit plan and take all necessary actions to ensure a smooth transition of service with minimal disruption to the Division. As mutually agreed upon and as applicable, Provider will work closely with its successor to ensure a successful transition to the new equipment, with minimal downtime and effect on the Division, all such work to be coordinated and performed in advance of the formal, transition date.
- D. **Effect of Termination Survival.** If the DPA is terminated, the Provider shall destroy all of Division's data pursuant to Article V, section 5(b). The Provider's obligations under this agreement shall survive termination of this Agreement until all Division Data has been returned or Securely Destroyed.
- E. **Priority of Agreements.** This DPA supersedes all end user and "click-thru" agreements. In the event there is conflict between the terms of the DPA and any other writing, such as service agreement or with any other bid/RFP, terms of service, privacy policy, license agreement, or writing, the terms of this DPA shall apply and take precedence. Except as described in this paragraph herein, all other provisions of any other agreement shall remain in effect.
- F. **Amendments:** This DPA may be amended and the observance of any provision of this DPA may be waived (either generally or in any particular instance and either retroactively or prospectively) only with the signed written consent of both parties
- G. **Severability.** Any provision of this DPA that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this DPA, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be prohibited or unenforceable in such jurisdiction while, at the same time, maintaining the intent of the parties, it shall, as to such jurisdiction, be so narrowly drawn without invalidating the remaining provisions of this DPA or affecting the validity or enforceability of such provision in any other jurisdiction.
- H. **Governing Law; Venue and Jurisdiction.** This agreement will be governed by and construed in accordance with the laws of the state of Virginia, without regard to conflicts of law principles. Each party consents and submits to the sole and exclusive jurisdiction to the state and federal courts for the county of the initial subscribing division or the division specified in exhibit E as applicable, for any dispute arising out of or relating to this agreement or the transactions contemplated hereby.
- I. **Authority.** Provider represents that it is authorized to bind to the terms of this Agreement, including
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confidentiality and destruction of Division Data and any portion thereof contained therein, all related or associated institutions, individuals, employees or contractors who may have access to the Division Data and/or any portion thereof, or may own, lease or control equipment or facilities of any kind where the Division Data and portion thereof stored, maintained or used in any way.

- J. Waiver.** No delay or omission of the Division to exercise any right hereunder shall be construed as a waiver of any such right and the Division reserves the right to exercise any such right from time to time, as often as may be deemed expedient.
- K. Successors Bound:** This DPA is and shall be binding upon the respective successors in interest to provider in the event of a merger, acquisition, consolidation or other business reorganization or sale of all or substantially all of the assets of such business.
- L. Electronic Signature:** The parties understand and agree that they have the right to execute this Agreement through paper or through electronic signature technology, which is in compliance with Virginia and Federal law governing electronic signatures. The parties agree that to the extent they sign electronically, their electronic signature is the legally binding equivalent to their handwritten signature. Whenever they execute an electronic signature, it has the same validity and meaning as their handwritten signature.
- M. Notice.** All notices or other communication required or permitted to be given hereunder must be in writing and given by personal delivery, facsimile or e-mail transmission (if contact information is provided for the specific mode of delivery), or first class mail, postage prepaid, sent to the designated representatives before:

a. Designated Representatives

The designated representative for the Provider for this Agreement is:

Name: Jordan Barker
Title: Operations & Integrations Manager
Address: This is School, 38 St Aldates, Oxford, OX11BN, UK
eMail: jordan@thisisschool.com
Phone:

The designated representative for the Division for this Agreement is:

Name:
Title:
Address:
eMail:
Phone:

- b. Notification of Acceptance of General Offer of Terms.** Upon execution of Exhibit E General Offer of Terms, subscribing Division shall provide notice of such acceptance in writing and given by personal delivery or email transmission (if contact information

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is provided for the specific mode of delivery), or first-class mail, postage prepaid, to the designated representative below the designated representative for the notice of acceptance of the general offer of privacy terms is named title contact information.

Name: Jordan Barker
Title: Operations & Integrations Manager
Address: This is School, 38 St Aldates, Oxford, OX11BN, UK
eMail: jordan@thisisschool.com
Phone:

[Signature Page Follows]

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IN WITNESS WHEREOF, the parties have executed this Virginia Student Data
Privacy Agreement as of the last day noted below.

Provider Signature *Jordan Barker*

Date: 05/01/2024
Printed Name: Jordan Barker
Title: Operations & Integrations Manager

Division Signature

Date:
Printed Name:
Title:

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EXHIBIT "A"

DESCRIPTION OF SERVICES

[INSERT DETAILED DESCRIPTION OF PRODUCTS AND SERVICES HERE. IF MORE THAN ONE PRODUCT OR SERVICE IS INCLUDED, LIST EACH PRODUCT HERE]

This is School is an award-winning online provider of authentic World Language content and assessment tools for middle and high schools. The site can also be used by elementary schools, particularly if they have immersion or dual immersion programs. We offer resources in French, Spanish, German, and now Chinese. The resource is built around a library of over 10,000 videos categorized by theme, topic, and difficulty as well as more than 40,000 interactive comprehension, vocabulary, and structure exercises. The videos and exercises are appropriate for novice level through Advanced Placement (AP), including materials appropriate for heritage learners.

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EXHIBIT "B"

SCHEDULE OF DATA

Category of Data	Elements	Check if used by your system	Conduct	Conduct or behavioral data	
Application Technology Meta Data	IP Addresses of users, Use of cookies etc.	<input checked="" type="checkbox"/>	Demographics	Date of Birth	<input type="checkbox"/>
	Other application technology meta data- Please specify:	<input type="checkbox"/>		Place of Birth	<input type="checkbox"/>
Application Use Statistics	Meta data on user interaction with application	<input checked="" type="checkbox"/>		Gender	<input type="checkbox"/>
				Ethnicity or race	<input type="checkbox"/>
Assessment	Standardized test scores	<input checked="" type="checkbox"/>		Language information (native, preferred or primary language spoken by student)	<input type="checkbox"/>
	Observation data	<input checked="" type="checkbox"/>	Enrollment	Other demographic information- Please specify:	<input type="checkbox"/>
	Other assessment data- Please specify:	<input type="checkbox"/>		Student school enrollment	<input checked="" type="checkbox"/>
Attendance	Student school (daily) attendance data	<input type="checkbox"/>		Student grade level	<input type="checkbox"/>
	Student class attendance data	<input type="checkbox"/>		Homeroom	<input type="checkbox"/>
Communications	Online communications that are captured (emails, blog entries)	<input type="checkbox"/>		Guidance counselor	<input type="checkbox"/>
				Specific curriculum programs	<input type="checkbox"/>
				Year of graduation	<input type="checkbox"/>
				Other enrollment information- Please specify:	<input type="checkbox"/>
			Parent/Guardian Contact Information	Address	<input type="checkbox"/>
				Email	<input type="checkbox"/>
				Phone	<input type="checkbox"/>

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

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

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

	Other transportation data -Please specify:	<input type="checkbox"/>
Other	Please list each additional data element used, stored or collected by your application:	<input type="checkbox"/>

No Student Data Collected at this time: ☐
*Provider shall immediately notify LEA if this designation is no longer applicable.

OTHER: Use this box, if more space needed.

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT**EXHIBIT “C”****DEFINITIONS**

Data Breach means an event in which Division Data is exposed to unauthorized disclosure, access, alteration or use.

Division Data includes all business, employment, operational and Personally Identifiable Information that Division provides to Provider and that is not intentionally made generally available by the Division on public websites or publications, including but not limited to business, administrative and financial data, intellectual property, and student, employees, and personnel data, user generated content and metadata but specifically excludes Provider Data (as defined in the Contract).

De-Identifiable Information (DII): De-Identification refers to the process by which the Provider removes or obscures any Personally Identifiable Information (“PII”) from student records in a way that removes or minimizes the risk of disclosure of the identity of the individual and information about them. Anonymization or de-identification should follow guidance equivalent to that provided by U.S Department of Education publication “Data De-identification: An Overview of Basic Terms” or NISTIR Special Publication (SP) 8053 De-Identification of Personally Identifiable Information. The Provider’s specific steps to de-identify the data will depend on the circumstances, but should be appropriate to protect students. Some potential disclosure limitation methods are blurring, masking, and perturbation. De-identification should ensure that any information when put together cannot indirectly identify the student, not only from the viewpoint of the public, but also from the vantage of those who are familiar with the individual. Information cannot be de-identified if there are fewer than twenty (20) students in the samples of a particular field or category, i.e., twenty students in a particular grade or less than twenty students with a particular disability.

Indirect Identifiers: Any information that, either alone or in aggregate, would allow a reasonable person to be able to identify a student to a reasonable certainty

Personally Identifiable Information (PII): The terms “Personally Identifiable Information” or “PII” shall include, but are not limited to, student data, staff data, parent data, metadata, and user or pupil-generated content obtained by reason of the use of Provider’s software, website, service, or app, including mobile apps, whether gathered by Provider or provided by Division or its users, students, or students’ parents/guardians, including “directory information” as defined by §22.1-287.1 of the Code of Virginia“.

PII includes, without limitation, at least the following:

- Staff, Student or Parent First, Middle and Last Name
- Staff, Student or Parent Telephone Number(s)
- Discipline Records
- Special Education Data
- Grades
- Criminal Records

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- Health Records
- Biometric Information
- Socioeconomic Information
- Political Affiliations
- Text Messages
- Student Identifiers Photos
- Videos
- Grade
- Home Address Subject
- Email Address
- Test Results
- Juvenile Dependency Records Evaluations
- Medical Records
- Social Security Number
- Disabilities
- Food Purchases
- Religious Information Documents
- Search Activity
- Voice Recordings
- Date of Birth
- Classes
- Information in the Student's Educational Record
- Information in the Student's Email

Provider: For purposes of the DPA, the term “Provider” means provider of digital educational software or services, including cloud-based services, for the digital storage, management, and retrieval of pupil records.

Pupil Generated Content: The term “pupil-generated content” means materials or content created by a pupil during and for the purpose of education including, but not limited to, essays, research reports, portfolios, creative writing, music or other audio files, photographs, videos, and account information that enables ongoing ownership of pupil content.

Pupil Records: Means both of the following: (1) Any information that directly relates to a pupil that is maintained by Division and (2) any information acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a teacher or other local educational Division employee.

Securely Destroy: Securely Destroy: Securely Destroy means taking actions that render data written on physical (e.g., hardcopy, microfiche, etc.) or electronic media unrecoverable by both ordinary and extraordinary means. These actions must meet or exceed those sections of the National Institute of Standards of Technology (NIST) SP 800-88 Appendix A guidelines relevant to sanitization of data categorized as high security. All attempts to overwrite magnetic data for this purpose must utilize DOD approved methodologies.

School Official: For the purposes of this Agreement and pursuant to 34 CFR 99.31 (B), a School Official is a contractor that: (1) Performs an institutional service or function for which the agency or institution would otherwise use employees; (2) Is under the direct control of the agency or institution with respect to the use and maintenance of education

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records; and (3) Is subject to 34 CFR 99.33(a) governing the use and re-disclosure of personally identifiable information from student records.

Student Data: Student Data includes any data, whether gathered by Provider or provided by Division or its users, students, or students' parents/guardians, that is descriptive of the student including, but not limited to, information in the student's educational record or email, first and last name, home address, telephone number, email address, or other information allowing online contact, discipline records, videos, test results, special education data, juvenile dependency records, grades, evaluations, criminal records, medical records, health records, social security numbers, biometric information, disabilities, socioeconomic information, food purchases, political affiliations, religious information text messages, documents, student identifies, search activity, photos, voice recordings or geolocation information.

Student Data shall constitute Pupil Records for the purposes of this Agreement, and for the purposes of Virginia and Federal laws and regulations. Student Data as specified in Exhibit B is confirmed to be collected or processed by the Provider pursuant to the Services. Student Data shall not constitute that information that has been anonymized or de-identified, or anonymous usage data regarding a student's use of Provider's services. Anonymization or de-identification should guidance equivalent to that provided by U.S Department of Education publication "Data De-identification: An Overview of Basic Terms" or NISTIR Special Publication (SP) 8053 De-Identification of Personally Identifiable Information.

Student Generated Content: Alternatively known as user-created content (UCC), is any form of content, such as images, videos, text and audio, that have been created and posted by student users on online platforms.

Subscribing Division: A Division that was not party to the original Services Agreement and who accepts the Provider's General Offer of Privacy Terms.

Subprocessor: For the purposes of this Agreement, the term "Subprocessor" (sometimes referred to as the "Subcontractor") means a party other than Division or Provider, who Provider uses for data collection, analytics, storage, or other service to operate and/or improve its software, and who has access to PII.

Third Party: The term "Third Party" means an entity that is not the Provider or Division.

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EXHIBIT “D”

DIRECTIVE FOR DISPOSITION OF DATA

[Name or Division or Division] directs [Name of Company] to dispose of data obtained by Provider pursuant to the terms of the DPA between Division and Provider. The terms of the Disposition are set forth below:

1. Extent of Disposition

- ☐ Disposition is Complete. Disposition extends to all categories of data.
- ☐ Disposition is partial. The categories of data to be disposed of are set forth below or are found in an attachment to this Directive:
- [Insert categories of data]

2. Nature of Disposition

- ☐ Disposition shall be by destruction or secure deletion of data.
- ☐ Disposition shall be by a transfer of data. The data shall be transferred to the following site as follows:

[Insert or attach special instructions.]

3. Timing of Disposition

Data shall be disposed of by the following date:

- ☐ As soon as commercially practicable
- ☐ By (Insert Date)

4. Signature of Authorized Representative of Division

BY: _____ Date: _____

Printed Name: _____ Title/Position: _____

5. Verification of Disposition of Data

BY: _____ Date: _____

Printed Name: _____ Title/Position: _____

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OPTIONAL: EXHIBIT “E” GENERAL OFFER OF PRIVACY TERMS

1. Offer of Terms

Provider offers the same privacy protections found in this DPA between it and the Division to any other school division (“Subscribing Division”) who accepts this General Offer through its signature below. The Provider agrees that the information on the next page will be replaced throughout the Agreement with the information specific to the Subscribing Division filled on the next page for the Subscribing Division. This General Offer shall extend only to privacy protections and Provider’s signature shall not necessarily bind Provider to other terms, such as price, term, or schedule of services, or to any other provision not addressed in this DPA. The Provider and the Subscribing Division may also agree to change the data provided by Division to the Provider to suit the unique needs of the Subscribing Division. The Provider may withdraw the General Offer in the event of: (1) a material change in the applicable privacy statutes; (2) a material change in the services and products subject listed in the Originating Service Agreement; or (3) after three years from the date of Provider’s signature to this form. Provider shall notify the Division in the event of any withdrawal so that this information may be transmitted to the Subscribing Divisions.

BY: Jordan Barker

Date: 05/01/2024

Printed Name: Jordan Barker

Title/Position: Operations & Integrations Manager

2. Subscribing Division

A Subscribing Division, by signing a separate Service Agreement with Provider, and by its signature below, accepts the General Offer of Privacy Terms. The Subscribing Division’s individual information is contained on the next page. The Subscribing Division and the Provider shall therefore be bound by the same terms of this DPA.

BY: _____

Date: _____

Printed Name: _____

Title/Position: _____

TO ACCEPT THE GENERAL OFFER THE SUBSCRIBING DIVISION MUST DELIVER THIS SIGNED EXHIBIT TO THE PERSON AND EMAIL ADDRESS LISTED BELOW

BY: _____

Date: _____

Printed Name: _____

Title/Position: _____

Email Address: _____

Tab 2 – Statement of the Scope

Here at **This is School** we have a very solid understanding of HCPS's Scope of Services. Summarizing that scope will necessarily leave out specific statements and possible features, but we feel that the following few paragraphs give a fair representation of the key features you require and will hopefully show you that our understanding is comprehensive.

Firstly, whichever digital language program is successful, it's going to need to accommodate a potentially large number of students (up to 20,000) from grades 6-12 and although initially it will be for Spanish, French and German, there should be the potential to expand into Chinese and ASL. It should cover all 4 of the major skills in reading, writing, listening and speaking. It should be student-centered - which we love - and aligned to proficiency standards. Customization is critical and we're delighted that this should have been brought up, given the capabilities of our platform. Other areas which came up in the scope are the importance of content scaffolding, the compatibility with existing products, regular updates and excellent educator support.

The program should enable teachers and administrators to monitor student progress effectively, and that's really important for us too. **This is School** should help with any targeted remediation efforts and provide insights into any usage patterns and proficiency levels across all of the HCPS Schools.

Additionally, it's vital that there is a nice, user-friendly interface which has compatibility with all browsers like Edge, Safari, and Chrome, and mobile devices such as iOS, Chromebooks, and Android platforms. Simple navigation is key and it helps to have a good UX, especially for students and teachers.

We also noted the importance that HCPS place on seamless integrations with existing systems and that the way in which you can manage accounts should be as straightforward as possible. Support for SSOs shouldn't be chargeable and you rightly assume that we would follow common authentication and authorization protocols.

You would also want us to be fully up to date with Accessibility Standards so that all students and benefit from the resource.

There are a large number of very specific technical requirements relating to Infrastructure, System Admin., Computing and Networking which would be challenging to summarize. However, we can say that HCPS have set as a priority the scalability and security of whatever provider they choose to go for with clear documentation regarding compliance with regulations, standards and network specifications.

Finally, HCPS make clear that PD/Training - and how engaging and successful it is - is going to be a real measure of the success of the resource. **This is School** takes PD very seriously - whilst still having it enjoyable! - and we have included both the free and paid-for options in our proposal.

Tab 3 – Default, Termination and Barred Certification Statement

This is to certify that:

- i. This is Language Ltd t/a This is School has not defaulted on any government contract in the last five years
- ii. no government has terminated a contract with This is Language Ltd t/a This is School for cause in the last five years
- iii. neither This is Language Ltd t/a This is School nor any of its officers, directors, partners, or owners is currently barred from participating in any procurements by any federal, state, or local government body



George Van Den Bergh, CEO & Founder

Date: May 1, 2024

Tab 4 – Instructional Requirements

A. Functional Requirements

This is School is fully prepared to meet the full scope of services presented in the RFP. Below we provide an overview of our solution, followed by a point-by-point response to the Scope of Services.

Solution Overview

This is School is an award-winning online provider of authentic World Language content and assessment tools for middle and high schools. The site can also be used by elementary schools, particularly if they have immersion or dual immersion programs. We offer resources in French, Spanish, German, and now Chinese. The resource is built around a library of over 10,000 videos categorized by theme, topic, and difficulty as well as more than 40,000 interactive comprehension, vocabulary, and structure exercises. The videos and exercises are appropriate for novice level through Advanced Placement (AP), including materials appropriate for heritage learners.

All the videos on This is School are unscripted recordings of young, native speakers who are not actors. This means that their answers are spontaneous and have the rhythm of natural speech. Our authentic language videos present how real people speak in day-to-day life. This prepares students for their first encounters with real language when they speak it—unscripted—for the first time. Using This is School is proven to boost student confidence and prepare learners to tackle longer forms of authentic materials like radio programs, film, and television shows.

This is School commissions and authors all of its own video content. This means that teachers and students can be assured that the available videos are appropriate to the curriculum and to the age of the students. In addition to video content, the resource includes comprehensive sections on grammar/structure and vocabulary that allow students to learn at their pace.

All content is arranged thematically so that it can be used as a stand-alone curriculum or aligned with local, state, and national themes, topics, curricula, and standards. This is School features a variety of exercises that address all modes of communication (i.e., Interpretive, Interpersonal, and Presentational). The site includes scaffolded activities such as drag-and-drop and fill-in-the-blank exercises, comprehension questions, vocabulary-building activities, a comprehensive grammar trainer. Hypersheets provide integrated performance activities and interactive worksheets. The speaking section and writing section provide more opportunities for individual student performance practices and assessments. A reading comprehension section offers articles similar to those in the AP and IB curriculum. And students enjoy the student-favorite rapid recall vocabulary game Nutty Tilez. Please refer to Appendix A for samples of the student interface.

Both teachers and students can log into This is School. Teachers can assign activities to students and track their progress, and students can use the site to work independently both in and out of school. Please refer to Appendix B for samples of our reporting interface. All

content is web-based and accessible from anywhere with Internet access. Being web-based also means that the site can be continually updated with new video content and exercises.

Response to Scope of Services

1. Support up to 20,000 students for grades 6-12, levels 1-4, that offers comprehensive second language instruction in Spanish, French, and German, with the potential of adding Chinese and American Sign Language (ASL).

We offer resources in French, Spanish, German, and now Chinese. Our resources are appropriate for novice level through Advanced Placement (AP), levels 1-4, including materials appropriate for heritage learners. We confirm that we can support 20,000 students.

<p>Level 1</p>	<p>This is School aligns with the World Languages themes and topics for Level 1. Students listen to native speakers answer questions about themselves, their families, school, food, and clothing.</p> <p>Level 1 students benefit in particular from 1-, 2-, and 3-star videos. For example, the content of a 1-start video is solely in the present tense, has no unusual vocabulary and maintains a steady pace. A 2-star video is similar but might have a verb in the imperfect or a slightly more unusual adjective.</p> <p>Level 1 students can use the lower-difficulty listening videos to identify and reproduce the target language in familiar contexts.</p>
<p>Level 2</p>	<p>This is School aligns with the World Languages themes and topics for Level 2. Students listen to native speakers answer questions about their activities, hobbies, home life, town, transportation, health, and fitness. Native speakers also tell stories about things that have happened to them or stories from books and films.</p> <p>Level 2 students benefit in particular from 1-, 2-, and 3-star videos. For example, the content of a 1-start video is solely in the present tense, has no unusual vocabulary and maintains a steady pace. A 2-star video is similar but might have a verb in the imperfect or a slightly more unusual adjective.</p> <p>Level 2 students can use the listening videos to identify meaning in the target language in familiar contexts and then create and recombine it in their lessons.</p>
<p>Level 3</p>	<p>This is School aligns with the World Languages themes and topics for Level 3. Students listen to native speakers answer questions about their future plans, memories, lives as teenagers and young people, the environment, literature, and the media.</p> <p>Level 3 students benefit from watching 2-, 3-, and 4-star videos, which contain more detailed information and challenging linguistic elements.</p>

	Level 3 students can use the videos to identify the main message in the target language in familiar contexts and then create and recombine it in their lessons.
Level 4	<p>This is School aligns with the World Languages themes and topics for Level 4. Students listen to native speakers answer questions about their heritage, culture, the environment, and technology.</p> <p>Level 4 students benefit from 3-, 4-, and 5-star videos, which cover higher-level topics and are more difficult linguistically. For example, the content of a 4-star video may contain tenses such as the conditional, may have more complex sentence structures, or may feature a speaker with a less standard accent. A 5-star video may contain a subjunctive phrase or unusual colloquial expressions and vocabulary.</p> <p>The resource covers all modes of communication: listening, reading, speaking, writing. Level 4 students can use the listening videos to identify the main message in the target language in familiar contexts and then practice narrating and describing it in the speaking and writing sections.</p>

2. Encompass reading, writing, listening, and speaking instruction to support Tier I instruction for proficiency benchmark levels across Interpretive, Interpersonal, and Presentational modes of communication.

Our resource covers all modes of communication. **Interpretive Listening** is developed through listening to authentic, unscripted interviews with native speakers and completing scaffolded interactive exercises alongside each video to develop their understanding. Some listening exercises in the hypersheets include completing graphs, charts, and other forms with the appropriate information to demonstrate understanding.

Interpretive Reading is developed through reading texts written by native speakers, followed by multiple choice questions, translating, and writing exercises. Our Hypersheets also include reading exercises which are content and grammar specific. Some reading exercises include completing graphs, charts, and other forms with information to demonstrate understanding.

Speaking (**presentational speaking**) is developed in the dedicated speaking section in which students record themselves giving their answer to a question set by the teacher, chosen from our bank of questions (with the option to include native speaker example answers) or their own question. The HCPS district-wide presentational speaking grading rubric is already embedded into the platform for teacher and student use. Regarding Speaking (interpersonal speaking), our Hypersheets also include integrated performance activities, such as conversation prompts to be completed in pairs or small groups.

Our writing section allows students to develop their **presentational writing** by submitting a free-written response to a teacher-selected question chosen from our bank of questions, or a teacher's custom question. The HCPS district-wide presentational writing grading rubric is already embedded into the platform for teacher and student use.

Research-based practices to support Tier I instruction:

Our pedagogical approach emphasizes authenticity, differentiated learning, and student autonomy through the use of technology in the classroom. These strategies are affirmed by a large body of international research conducted in the early 2000s, much of which is summarized in a 2002 report by researchers at The University of Texas at Austin and published in the *Journal of Research on Technology in Education*. The full report can be viewed at www.tandfonline.com/doi/abs/10.1080/15391523.2002.10782348.

Our approach is also grounded in ACTFL's World Readiness Standards, Proficiency Guidelines, and its 5 C's of communication, cultures, connections, comparisons, and communities, which are based on research into best practices for language acquisition.

Popular among teachers and students alike, This is School has a proven record of success. An in-depth study of a school district of 12 high schools showed that each made a per-semester saving of 104 hours on class planning and preparation and 208 hours on grading. Furthermore, a study conducted by researchers from the University of Oxford found that students using This is School for just one week saw a marked improvement in listening comprehension skills.

96% of teachers would recommend This is School on the basis of student progress and 87% say using the site has improved their students' confidence in the language.

Numerous written and video case studies evidence the gains for teachers and students of using This is School in their classrooms. Testimonials and case studies are available at <https://bit.ly/3FUIQi7>.

3. Enable the vendor to customize the course modules according to Henrico's Aligned World Languages Curriculum, pacing and can-do statements.

We have customization and flexibility built into all of our resources because we understand the HCPS strives to provide World Languages instruction that aligns with the HCPS World Languages Aligned Curriculum as well as the 2021 VA Standards, and we know that teachers need a resource that integrates simply and seamlessly into their pacing.

Each of our authentic, unscripted video units is a response to a prompt question. Each of these prompt questions has been carefully chosen so as to meet all of the topic requirements and levels 1-4, *and* to serve as the basis for a corresponding can-do statement. With 12,500 such video units on This is School, HCPS teachers are sure to find what they need for their specific pacing.

Additionally, all teachers are free to create custom vocabulary, speaking and writing resources in the platform itself, for perfect alignment in any given class. HCPS speaking and writing grading schemes are already embedded in the platform and being used by teachers for seamless integration.

Furthermore, This is School would be delighted to work with HCPS to produce custom skill-building vocabulary and grammar tools that teachers and students could access directly in the platform.

4. These materials should be targeted to the integration of the four language domains: listening, speaking, reading and writing.

Every unit on This is School provides opportunities for integration with all skill areas (listening, reading, speaking and writing):

For every authentic listening activity there is a set of scaffolded interactive exercises, designed to help students work on their **listening comprehension** and **writing** skills.

Every video has an accompanying, downloadable **reading** worksheet, plus a corresponding **speaking** and **writing** activity.

Additionally, we have a large bank of printable Hypersheets – performance integrated and interactive activities covering **all modes of communication**, designed to be a full, comprehensive lesson, ready for teachers to use without any additional preparation.

5. Integrate literacy support features to enhance language learning outcomes.

Explanations and rubrics in English are kept as simple as possible for ease of use by all users, of all literacy levels. All instructional explanations are written by teachers and therefore are age- and setting-appropriate.

Text is supported with video, images and/or audio wherever appropriate, and the site is compatible with browser text-to-speech technology. There are also in-built features for teachers to use as necessary, such as a video slow-down feature, and the ability to deactivate the timer on exercises for certain groups of students.

6. Implement proficiency-oriented instructional strategies in alignment with ACTFL standards.

Our approach is grounded in ACTFL's Proficiency Guidelines to encompass the full range of a particular language for all levels. Videos for listening comprehension are categorized on a scale of 1 to 5 stars, with 5-star videos being the most difficult. Ratings are based on factors such as the verb tenses used, the presence of unusual vocabulary, colloquialisms, and the speed or accent of the speaker's voice. Both teachers and students can easily spot which videos would be suitable for their language and proficiency level.

For the novice-low to intermediate levels, the 1-, 2-, and 3-star videos are good places to start. For example, the content of a 1-star video is solely in the present tense, has no unusual vocabulary, and maintains a steady pace. A 2-star video is similar but might have a verb in the imperfect or a slightly more unusual adjective. Intermediate to Advanced-High and AP students benefit more from 3-, 4-, and 5-star videos as they are more difficult linguistically. For example, a 4-star video may contain tenses such as the conditional, have more complex sentence structures, or present a less standard accent. A 5-star video may contain a subjunctive phrase or unusual colloquial expressions and vocabulary.

This rating system allows teachers to differentiate their instruction by the proficiency level of the student when needed, while keeping the entire class on the same topic and instructional tasks. The digital resources can scaffold content to include a tiered approach to intervention,

remediation, and acceleration; each video has scaffolded exercises associated with it in increasing difficulty. Teachers have the option to assign tasks of the appropriate difficulty to students of different proficiency levels.

7. Prioritize proficiency-oriented instruction methods over traditional grammar-based approaches.

Our approach is grounded in ACTFL's World Readiness Standards, Proficiency Guidelines, and its 5 C's of communication, cultures, connections, comparisons, and communities. We have built a framework within the platform that allows the students to practice the 4 modalities, with the goal of meaningful communication:

The vast range of difficulty-rated listening and reading activities ensures that teachers can find quality, comprehensible input for all of their students at any proficiency level. Opportunities for communicative tasks are plentiful, with interactive tools for speaking and writing practice, as well as guides and worksheets for getting students communicating with their peers in the classroom.

Teachers and students also have access to skill-building structure and vocabulary tools as required, to support a proficiency-focused approach.

We also respect the fact that improving proficiency is a goal rather than a methodology, and that teachers need flexibility from their resources in order to be able to support their students increased performance opportunities in order to increase their proficiency level in a way that works with their own teaching style. Please see section 14 below for examples of the ways in which This is School supports instructional flexibility.

Intercultural communication is a further pillar of proficiency-oriented instruction and This is School gives students and teachers unmatched access to cultural capital:

Our videos are filmed on location with young, native speakers who are not actors. We ask them questions and allow them to answer however they like, providing students with an unfiltered window into the target-language culture. Our videos feature a variety of speakers from several regions and countries where each target language is spoken, providing linguistic, cultural, and ethnic diversity that represents a wide range of backgrounds and perspectives.

8. Be student centered, which allows for teacher support to mirror Henrico's Aligned Curriculum for its second language acquisition program.

All of the This is School resources – and the pedagogy behind them – reflect the fact that a student-centered approach is at the heart of proficiency-oriented instruction.

The strategies we employ include:

- Students can access This is School from any device, in or out of school
- Students have access to all of the platform's content, to work independently
- Difficulty-rated resources allow students to find material that is right for their proficiency level
- Automatic grading and instant feedback allow students to make real progress while working independently

- Progress tracking tools allow teachers to monitor student work and outcomes, even on activities completed independently
- We go big on student engagement! Relatable video content, friendly competition and lots of gamification results in high levels of student motivation

9. Have capabilities of content scaffolding approached, remediation, and acceleration for students in the four domains of listening, speaking, reading, and writing skills.

Every single one of our video resources is rated for difficulty, according to a carefully-calibrated schematic that factors in everything from grammar, tenses and vocabulary, to accent and speed of speech. This rating system allows teachers to differentiate their instruction by the proficiency level of the student when needed while keeping the entire class on the same topic and instructional tasks. The digital resources can scaffold content to include a tiered approach to intervention, remediation, and acceleration; each video has scaffolded exercises associated with it in increasing difficulty. Teachers have the option to assign tasks of the appropriate difficulty to students of different proficiency levels.

10. Provide a solution where the digital content can be created with an Internet consumer in mind rather than a traditional textbook consumer. The content must be rich in multimedia, interactive in nature and sufficiently compelling to lead the student in a self-directed manner.

This is School is fully digital, highly interactive and rich in high-quality video and audio content. We have tens of thousands of videos, supported by tens of thousands of interactive exercises. Teachers and students benefit from interactivity, automatic grading, and continuous upgrades and additions at no additional cost.

Student engagement and motivation is at the heart of what we do! Automatic grading means that students get instant feedback and the opportunity to correct their answers and improve their work, helping them to make tangible progress when working in a self-directed manner. Being digital first means that students also benefit from full gamification across the site: students earn points for correct answers and can compete with their peers on leaderboards, and at our student-favorite rapid recall vocabulary game Nutty Tilez.

11. Offer technical support and training resources for educators to effectively utilize digital resources.

The This is School team will be on-hand to support HCPS teachers and students every step of the way:

- One online district-wide session of training will be offered free of charge
- Pricing includes assistance with implementation, technical support, and customer service for the duration of the contract, including webinars for professional development
- Email support is available at all time, plus live chat and a full and comprehensive suite of help articles is available to all users, providing instant answers to Frequently Asked Questions on technical, content-based, and usage-based questions.

12. Ensure compatibility with existing technology infrastructure and accessibility standards as defined by HCPS.

We have been working with HCPS since 2015, so we can be confident in compatibility with the county's existing technology infrastructure and accessibility standards. Being a fully online resource means that there are no software requirements, making integration much simpler. Our technical team are always available to assist HCPS with their needs.

We continue to develop the resource from an accessibility perspective and all features are built with WCAG 2.1 specifications in mind. Internal audits are performed to continue improving our alignment with WCAG recommendations.

13. Provide regular updates and improvements to the digital resource based on user feedback and evolving language teaching methodologies.

Being fully digital means that we are able to add, adapt and update resources continuously! We pride ourselves on being led by our teachers and students, and provide a number of ways for users to give feedback and play an active role in the development of our resources. Having worked with HCPS for 9 years, the county's teachers have already helped shape the platform and its pedagogy – and we look forward to continuing this symbiotic relationship.

14. Design instructional materials that are systematic and simple in design, addressing listening, speaking, reading and/or writing and support a variety of instructional settings.

The This is School platform is intuitive and simple to use, for teachers and students alike, providing systematic coverage for the whole curriculum, for all three modes of communication and all 4 key skills (listening, speaking reading and writing).

We understand that instructional settings can vary greatly and that teachers need flexibility:

All of our resources can be used at the front of the classroom for daily, teacher-led instruction, or independently by students on their own devices. Teachers and students can access the platform and all of its resources from any internet-enabled device, both in and out of school.

Automatic grading and instant feedback mean that students can make real progress when working independently in class or for homework or out of class practice.

Teachers can choose to assign specific activities for their students to complete, or leave students to self-direct without compromising the quality of feedback they receive, or the teacher's ability to track progress.

In addition, we offer a wide variety of printable worksheets and resources, for blended or offline classes too.

15. Design materials that can be edited and/or supplemented by the teacher to provide opportunities for differentiation to include intensive, explicit, and systematic instruction.

We know that teachers need flexibility – so customization is available in all areas of the site. Every one of our 12,500 unscripted videos comes with a downloadable worksheet of vocabulary and comprehension activities that teachers can edit freely. Additionally, teachers can create custom speaking, writing and vocabulary assessments/activities directly within the platform.

Furthermore, This is School would be delighted to work with HCPS to produce custom skill-building vocabulary and grammar tools for the County that teachers and students could access directly in the platform.

Online Access

HCPS Procurement can access our materials for evaluation using the login details below:

Teacher Guest Login	Login Page	https://my.thisisschool.com/login
	Username	testteacher@henrico.k12.va.us
	Password	hcpstest24
Student Guest Login	Login Page	https://my.thisisschool.com/login
	Username	teststudent@henrico.k12.va.us
	Password	hcpstest24

B. Reporting

Student Progress Monitoring

Teachers may set specific activities as assigned work. They have the option of grouping students into smaller sub-classes if differentiation is needed to meet individual student needs for remediation/acceleration. These activities can easily be aligned with goals and objectives for daily instructional learning, providing proof as a formative assessment to document how well daily and weekly goals are being met before end goals (summative assessment) are set and evaluated.

All the activities are automatically graded, giving students instant feedback and allowing students and teachers to monitor progress and growth over time. The ability to redo exercises allows students to take ownership of their learning and keep trying until they reach their personal goals.

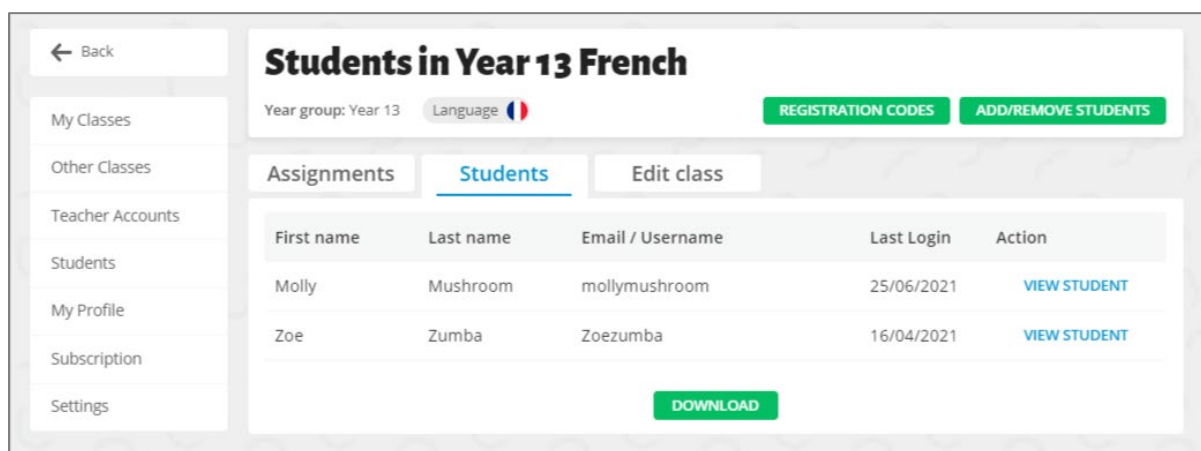
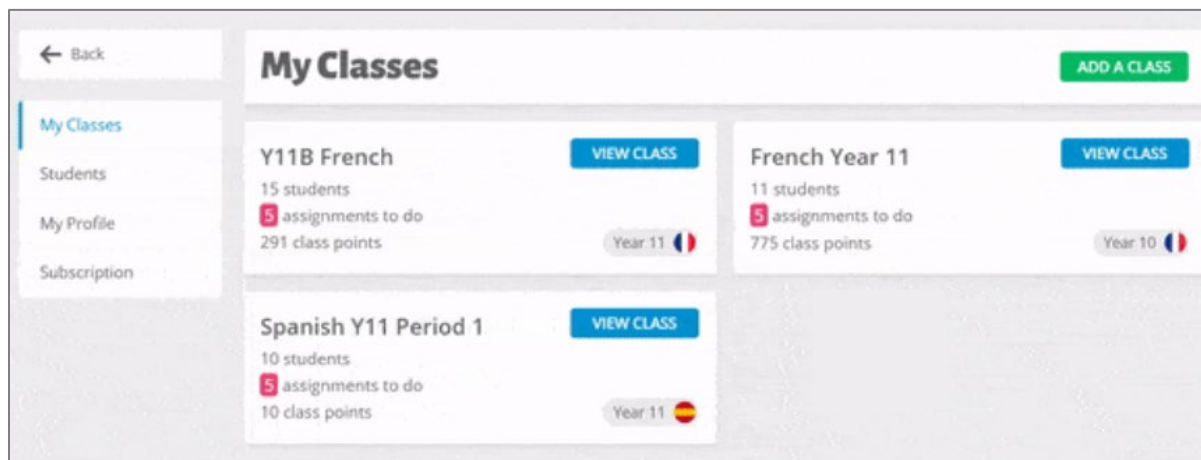
Our interface provides flexibility in how teachers view reports, with the option of tracking scores by exercise across a class or an individual student's record across all exercises as shown on the following page.

An 'Assignments' button on the homepage makes it easier for teachers to keep track of past, present and overdue assignments:



Assignments						
Students						
Edit class						
UPCOMING OVERDUE COMPLETED						
Skill	ID	Title	Start date	Due date	Done	Action
	NTZ10540	Test 2	06.04.2021	No due date	0/3	VIEW RESULTS
	VB117	Descriptions 1	12.11.2020	No due date	1/3	VIEW RESULTS

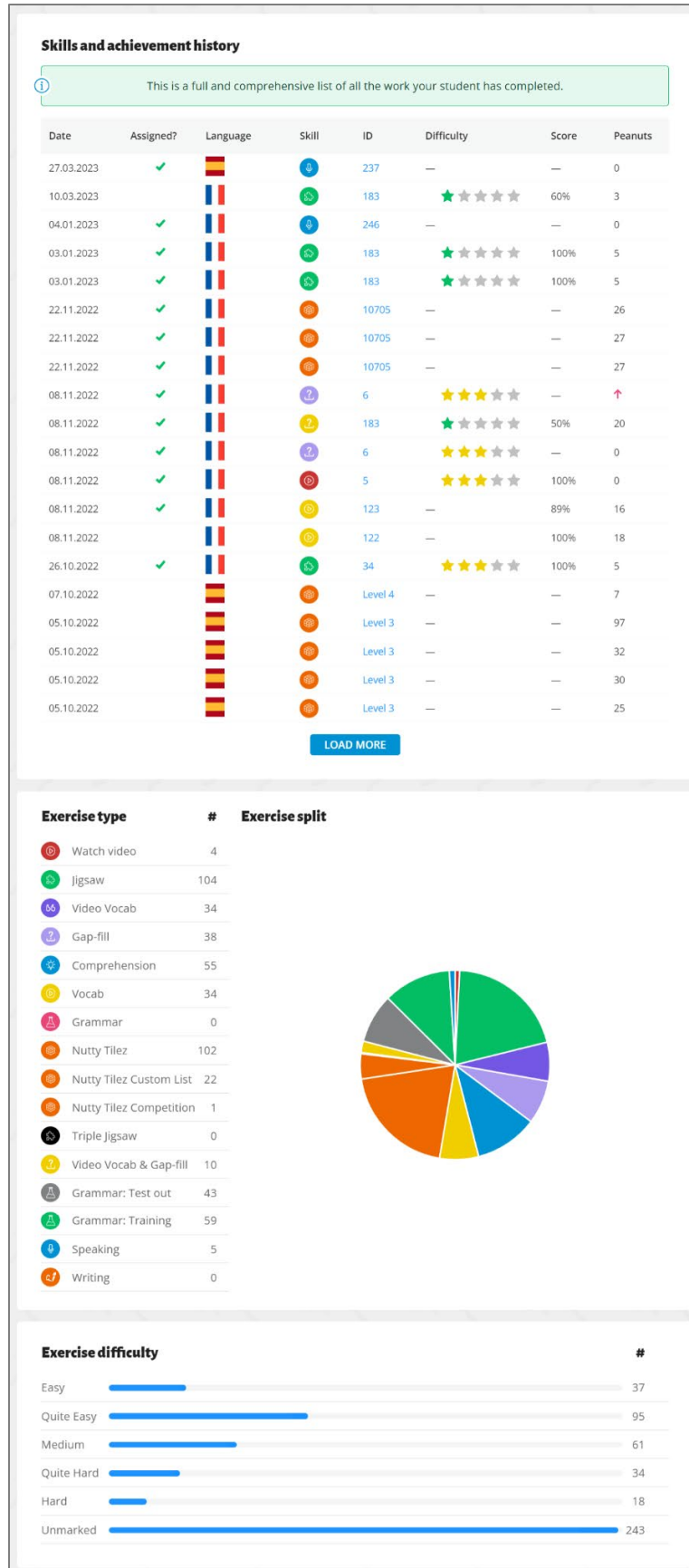
The Classes interface also allows teachers to see how many assignments have been set at a glance and access students' individual profiles more quickly:



Teachers can download Excel spreadsheets of all class and student reports. Both teachers and students receive continual feedback, making student language learning and progress tangible.

Teachers can see a student's score on every exercise they complete, whether assigned or worked on independently, via the student's Skills and Achievement History. Teachers can also track scores for a whole class on all assigned work, and all reports can be downloaded.

We record a number of metrics for all student activities to give teachers maximum flexibility in how they assess and monitor progress. For each student assignment, we record the student's first score, best score, number of attempts made at an exercise, and amount of time spent completing it. Teachers can also see all the work that a student has completed independently and the total amount of time that the student has spent on the site over the course of the week.



Our interface provides flexibility in how teachers view reports, with the option of tracking scores by exercise across a class or an individual student's record across all exercises.

Teachers can download reports covering their classes' scores across all assigned work. This allows them to see the following metrics, among others:

- Areas where class performance is strong
- Areas to which it might be helpful to devote more instructional time
- Particular exercise types that students are finding easier/harder
- Students performing particularly well
- Students who may need extra support
- Students who have been making a particular effort and working hard independently

COMPREHENSION 9150 Archive assignment All assignments

Title: Comment les structures familiales ont-elles changé au fil du temps ? Quelles ...

Class name: French 10/A

Date set: 13.08.2020

Start date: 13.08.2020

Due date: 18.08.2020 01:00 AM

First na...	Last name	Completed?	1st score	Best score	Attempts	Time spent
David	Beckham	🕒	100%	100%	1	1m
Prince	Harry	✗				
Sami	Long	✗				
Martin	Moore	✗				
Peter	Peanut	✗				
Anna	Student	✓	40%	100%	3	1m
Sally	Suspicious	✓	80%	80%	1	1m

Download

In addition, Teachers can generate a report detailing everything a student has worked on, both assigned and independent, for the duration of the subscription. These reports can be downloaded in spreadsheet format and then filtered/manipulated as desired.

Teachers can see, among other metrics:

- Percentage change in scores over time
- Time spent on the site
- The spread of exercise types that a student has worked on
- The difficulty of the tasks that a student has worked on

Time filter: **TOTAL** THIS WEEK LAST WEEK THIS MONTH LAST MONTH

Class filter: **ALL** SPANISH 1A ULTIMATE TEST GERMAN 11A FRENCH CLASS TEST
YEAR 13 FRENCH SPANISH 2A YEAR 12 ITALIAN

Molly Mushroom's progress in all

1721 points
189 exercises

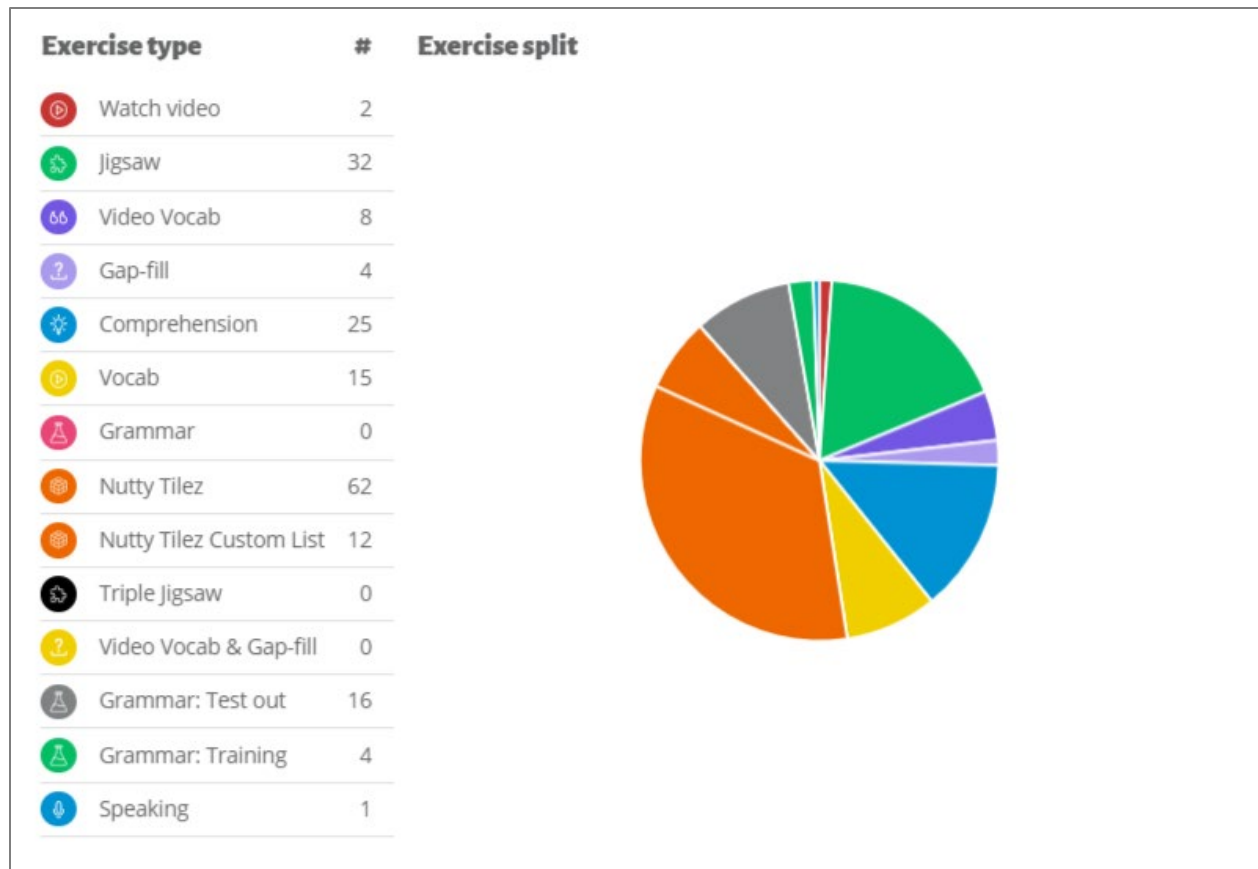
Last login: 25 Jun 2021
Time on site: 0hr 0min (this week)

[PROGRESS REPORT](#) [EDIT DETAILS](#)

Full activity log

This is a full and comprehensive list of all the work your student has completed.

Date	Assigned?	Language	Type	ID	Difficulty	Score	Points
25.06.2021		FR	🎯	Level 6	—	—	5
25.06.2021		FR	🎯	Level 1	—	—	⚡
16.06.2021	✓	FR	🎯	246	—	56%	17
11.06.2021		FR	🎯	Level 5	—	—	20
11.06.2021		FR	🎯	Level 5	—	—	21
11.06.2021		FR	🎯	Level 5	—	—	15
11.06.2021		FR	🎯	Level 5	—	—	17
11.06.2021		FR	🎯	Level 5	—	—	4
04.06.2021	✓	FR	🎯	276	—	89%	16
04.06.2021		FR	🎯	417	—	89%	16
04.06.2021	✓	FR	🎯	275	—	100%	18
05.05.2021		DE	🎯	9519	★★★★★	75%	6
05.05.2021		DE	🎯	9519	★★★★★	100%	8



NEW Progress Monitoring Features

Words Analysis

Teachers can now see an automatically-generated report on student performance in skill-building vocabulary activities, allowing them to highlight words/phrases that would benefit from additional instruction time:



VOCAB SPELLING VB5938

Archive assignment

All assignments

Title: Me, my family and friends 1

Class name: French 10/A

Date set: 19.02.2024

Start date: 19.02.2024



Due date: 22.02.2024 07:00 PM



View words analysis

i 2 out of 7 students have completed the assignment so far.
This table shows the percentage of these students who got each word correct.



<50% correct



50-74% correct



75%+ correct


Word	% Correct
beau	100%
aîné	0%
le fils	100%
bête	50%
le nom de famille	50%
le mari	100%
les yeux	100%
gros	100%
dire	100%

School-level Dashboard for Performance Metrics

School-level leaders can see all of the reports detailed above for all classes in their school.


District supervisors can also be given access to the above reports, and can additionally view and download usage reports at any time at the individual school and district levels. Division-level leaders can also see school-by-school, and teacher-by-teacher usage data, including the following metrics:

- Number of teachers actively using the resource
- Number of students actively using the resource
- Number of classes registered to the site at each school
- Teachers' last logins
- Exercise usage data






High School

School Information


District: 


Students: 966 / 3000


Subscriptions Type: full

Language:   

School Primary account holder

First name: 

Last name: 

Email: 

Teachers in this school





















These stats are in real time. Some students might attend classes by 2 or more language teachers in this school.

Search by:

Last Name

High to low

Beginning of time

Teacher name	Email	Last Login	Videos Viewed	Logged in Students
		Dec 16, 2022	149	127
		Mar 21, 2023	18	97
		Mar 23, 2023	35	141
		Feb 10, 2023	68	36
		Feb 07, 2023	40	94
		Feb 08, 2023	2	55
		Feb 07, 2023	95	130
		Feb 07, 2023	0	0
		Jan 10, 2023	107	37
		Feb 22, 2023	101	52

DOWNLOAD

Your insights for [REDACTED] County Schools

HELP?

Stats are updated daily

☐ Show expired schools

Sort by:

School Name

High to low

Beginning of time

School Name	Department Chair Email	Students	Classes
[REDACTED]	[REDACTED]	866	81
[REDACTED]	[REDACTED]	116	10
[REDACTED]	[REDACTED]	847	72
[REDACTED]	[REDACTED]	399	40
[REDACTED]	[REDACTED]	0	0
[REDACTED]	[REDACTED]	966	80
[REDACTED]	[REDACTED]	88	5
[REDACTED]	[REDACTED]	160	5
[REDACTED]	[REDACTED]	87	7
[REDACTED]	[REDACTED]	1168	100
[REDACTED]	[REDACTED]	146	5
[REDACTED]	[REDACTED]	122	5
[REDACTED]	[REDACTED]	811	72
[REDACTED]	[REDACTED]	766	57
[REDACTED]	[REDACTED]	222	8
[REDACTED]	[REDACTED]	916	79
[REDACTED]	[REDACTED]	115	16
[REDACTED]	[REDACTED]	363	16
[REDACTED]	[REDACTED]	804	82
[REDACTED]	[REDACTED]	283	12
[REDACTED]	[REDACTED]	143	5
[REDACTED]	[REDACTED]	5	1
[REDACTED]	[REDACTED]	453	16
District Total		9846	774
District Average		428.09	33.65

DOWNLOAD REPORT

C. User Interface

Browser Support

User Interface

C.1. Browser Support- the proposed solution shall:

- a. Have compatibility with the current versions of multiple browsers- at minimum,*
- b. current versions of Edge, Safari, and Chrome browsers.*
- b. Maintain compatibility with listed browsers and future versions/updates/releases.*
- a. of the listed browsers for the duration of the contract.*
- c. Only require standard browser plugins.*

C.3. The proposed solution shall be cloud-based and delivered via the Internet over wireless.

C.4. LANs to the client's browser.

In addition to the browsers and versions mentioned below, This is Schools Cloud Based solution will support any browser versions that have >1% usage worldwide.

The Development team regularly monitors browser updates and releases to ensure compatibility with future versions. In the event that any compatibility issues arise due to browser updates, the team will promptly investigate and provide necessary fixes or updates to maintain seamless functionality across the supported browsers.

Browser	Supported Version(s)	Plugins Required?	Notes
Chrome	Current	No	WiFi & LAN
Edge	Current	No	WiFi & LAN
Safari	Current	No	WiFi & LAN

ADA Compliance

C.2 The proposed solution will be compliant with the Americans with Disabilities Act requirements for accessibility.

Accessibility is a core focus in our product design and development process. We follow the Web Content Accessibility Guidelines (WCAG) to ensure our platform is usable by individuals with disabilities. From the initial conception of new features, we prioritize accessibility considerations.

Intuitive UI

C.5 The proposed solution shall provide an intuitive user interface that allows for ease of use by teachers and students.

The This is School platform is intuitive and simple to use, for teachers and students alike. Our interface design prioritizes a clean, engaging, quick-to-learn approach.

Mobile Devices

C.6. The proposed solution shall support mobile technology including but not limited to the specific mobile devices currently used in HCPS (iOS, Chrombooks, and Android platforms.)

iOS, Chromebook and Android devices which are currently in use by HCPS are supported, and can be used for accessing This is Schools Cloud Based solution via WiFi.

D. Integrations & Class Management

D. 1. The proposed solution shall provide methods for user account administration that are easy to use and maintain.

D. 2. The proposed solution shall support a single sign-on solution that does not require staff or students to have a separate account or password for accessing the vendor's application.

D. 3. The proposed solution shall allow for LTI, Azure Active Directory or LDAP as a method of authentication and authorization.

D. 4. The proposed solution shall provide a means to identify the individual or client using the application, authenticate the individual and determine the authorities and rights granted to that individual as well as a reporting engine for tracking usage and progress.

D. 5. Any requirements for student, staff, course, roster or school information must be supported through a common specification. The exchange of data must be through a common protocol and not require the installation of vendor-specific software in the HCPS internal infrastructure. HCPS currently supports the following means of exchanging student information in order of preference but will accept other non-vendor specific protocols:

a. LTI integration as a Tool Provider (TP) with our LMS Solution (Schoology)

b. SIF-Student Information Framework

c. Exchange of information through Clever - a third party vendor for exchanging common data for school systems. The Successful Offeror is responsible for any costs incurred with Clever implementation.

d. API integration with our SIS, PowerSchool.

e. File exchange to a vendor supported sFTP server.

D. 6. No additional fees may be charged to HCPS for data integration.

Integration	Supported?	Notes
Classlink	Yes	
Clever	Yes	Data exchange via Clever's provisioning API's.
Google SSO	Yes	

The proposed solution includes the above integrations as standard, in addition to a standard username/email and password option for both teachers and students. Any of these methods will provide a means to identify the individual or client using the application, authenticate the individual and determine the appropriate authorities and rights granted to that individual or client, as well as a reporting engine for tracking usage and progress.

The proposed solution also provides easy to use methods such as uploading spreadsheets to add students to classes, as well as providing functionality to easily manage students and classes through various filters in the student roster page.

D. 7. The proposed data exchange solution must be described in detail in the Offeror's response. The proposed solution must also include limitations the Offeror has such as the number of teachers for a class and the number of schools associated with teachers and students.

D. 8. Solutions that allow for seamless integration of their product through the IMS Global interoperability standards are preferred. The proposal shall provide a detailed description of the implementation and support for the solutions has for LTI version 1.1 ® or higher certified as a Tool Provider (TP) with our LMS Solution (Schoology).

The proposed data exchange solution will leverage Clever's secure provisioning APIs to seamlessly integrate student information data from the district's student information system (SIS) into our platform. This will eliminate the need for manual entry or uploads of data.

The integration will utilize Clever's standards-based APIs. These APIs allow two-way synchronization of core data objects such as students, staff and classes.

The setup will involve establishing a secure OAuth connection between our platform and Clever's systems. Once configured, an automated sync will occur to provision new data and update any changes from the district's SIS into our system. This will ensure data is always up-to-date without additional effort from teachers or administrators.

The solution does not support IMS Global interoperability standards at the moment.

E. Accessibility

E. The digital reading/writing resource must comply with the Information Technology Accessibility Act (Code of Virginia §2.2-3500) which requires that information technology developed, purchased, or provided is accessible to individuals with disabilities.

Our solution utilizes html accessibility features to make sure that it is possible to be used with the support of screen readers.

F. Infrastructure and System Administration

Hosting

F. 1. N/A

F. 2. If the system is available to be hosted as Software as a Service (SaaS), the offeror shall describe:

a. Details of the hosting environment including hosting provider, service level agreements between the offeror and the hosting provider, and length of the relationship between the offeror and the hosting provider.

b. Specifics of structures in place to ensure high availability including redundant Internet paths, hardware failover, scalability, and protection against denial of service, attacks or other network threats.

This is School's solution is delivered through a Software-as-a-Service (SaaS) model, hosted on the highly scalable and secure Amazon Web Services (AWS) cloud platform. Our company has a lengthy partnership with AWS spanning over 5 years, allowing us to deeply integrate their services and leverage AWS's cutting-edge cloud technologies effectively.

This is School relies on AWS's globally distributed infrastructure, taking advantage of their redundant availability zones across multiple regions. This architecture ensures resilience and fault tolerance, as the solution is not dependent on a single data center.

Regarding high availability and protection measures, AWS's auto-scaling and auto-recovery capabilities are fully implemented across our application components and databases. This allows the solution to dynamically scale resources up or down based on demand, seamlessly handling traffic spikes without performance degradation. In the event of a system failure, the auto-recovery mechanisms trigger failover processes to alternate resources, minimizing downtime.

From a security standpoint, AWS's comprehensive suite of security services is utilized to safeguard our systems and data. This includes firewalls, DDoS mitigation, and robust identity and access management (IAM) controls to ensure only authorized personnel can access the environment. These measures provide robust protection against network threats, cyber attacks, and other malicious activities.

Furthermore, This is School maintains well-documented and regularly tested disaster recovery procedures, which include backup policies and strategies to minimize data loss in the event of an unplanned disruption or disaster scenario. Continuous monitoring and configurable alerting systems are also in place, allowing our teams to proactively detect and respond to any potential issues or service degradations.

To minimize disruptions during school terms, systems maintenance activities are carefully scheduled during low-usage periods, typically outside of normal school hours. Our internal processes, coupled with AWS's highly available and secure cloud infrastructure, enable us to meet and exceed HCPS's uptime, scalability, and security requirements for this critical educational solution.

Security

- c. Specifics of security measures in place to ensure that district data is secure during both storage and transit*
- d. SOC 2 compliance status (certification documentation should be provided)*
- e. Specifics of structures in place to ensure acceptable disaster recovery including backup schedules and redundancy*

All data is encrypted at rest following the NIST security recommendations using AES algorithm.

All data is encrypted in transit with the HTTPS protocol using the latest TLS version.

While This is School does not currently hold an official SOC 2 compliance certification, we are actively engaged in ensuring our information security management practices align with globally recognized standards.

At present, our organization is diligently working through the process of achieving ISO 27001:2022 certification from an accredited auditing body. The ISO 27001 standard provides a comprehensive framework for establishing, implementing, maintaining, and continually improving an information security management system (ISMS).

Many of the control objectives and related controls specified within ISO 27001 have significant overlap with the Trust Services Criteria for SOC 2. Both standards place a strong emphasis on implementing robust policies and procedures related to security, availability, processing integrity, confidentiality, and privacy of data and systems.

By rigorously following the ISO 27001 framework, This is School demonstrates our commitment to best practices across all dimensions of information security highly relevant to SaaS providers serving the educational sector. Our ISMS encompasses administrative, technical, and physical safeguards to protect the confidentiality, integrity, and availability of data entrusted to us.

While the ISO 27001 certification process is still underway, we have already implemented comprehensive security controls inspired by this standard as well as other industry best practices. Our cloud hosting provider relationships and internal procedures follow the applicable guidelines to secure systems and customer data.

This is School maintains well-documented and regularly tested disaster recovery procedures, which include backup policies and strategies to minimize data loss in the event of an unplanned disruption or disaster scenario. Continuous monitoring and configurable alerting systems are also in place, allowing our teams to proactively detect and respond to any potential issues or service degradations.

Bandwidth & Scalability

f. Internet bandwidth requirements and provide a per user bandwidth usage specification of the software product

g. Specifics of the availability of remote access to the district's data outside of the web-based application

h. Specifics on the frequency and duration of operating system and application updates including the procedures used to inform the district of maintenance windows and system downtime for these tasks

i. Any tools available to measure system responsiveness

j. Any limits on data storage (i.e. user quotas, access to previous year data, database size, etc.)

k. Details about how visitor operations and student check-in/check-out can continue in the event of an internet or system outage. The proposed solution shall be deployed on servers and equipment hosted or administered by the Successful Offeror. Hosting the solution on a 3rd party, such as Amazon or Azure, is acceptable.

The solution we provide would require a minimum bandwidth of 3 Mbps for optimal performance and user experience during normal usage of the platform.

Access to data from outside of the web application is not available, except for by request via a support ticket, including the format in which the data is required.

To minimize disruptions during school terms, systems maintenance activities are carefully scheduled during low-usage periods, typically outside of normal school hours. Updates are made regularly to our platform including bug fixes, improvements and new features. Details on new releases or major changes/improvements are provided in our newsletter, which teachers can opt in to receiving from their account.

We utilize various monitoring tools including AWS built in tools for monitoring the responsiveness of our platform, and we proactively respond to these alerts.

Encryption and Compliance

F. 3. The proposed solution will provide a secure, web-based system for data in transit and at rest.

F. 4. Successful Offeror(s) will document compliance with all local, state, and federal laws related to student data privacy.

F. 5. The proposed solution shall consider neither commercial content nor serve as a vehicle to market goods and services.

- All data is encrypted at rest following the NIST security recommendations using AES algorithm.
- All data is encrypted in transit with the HTTPS protocol using the latest TLS version.

As an education technology provider, we place the highest priority on protecting student data privacy and complying with all applicable local, state, and federal regulations. Our comprehensive data protection policies and practices are designed to meet or exceed the requirements set forth by laws such as the Family Educational Rights and Privacy Act

(FERPA), the Children's Online Privacy Protection Act (COPPA), and the General Data Protection Regulation (GDPR).

Specifically, we adhere to the following key data privacy principles outlined in our data protection statement:

- We only process student personal data that is strictly necessary for providing our educational services to client schools and districts. Data collection is minimized.
- Accurate student data is maintained, with processes for schools to update records as needed.
- Student personal data is retained only for the duration required to fulfill the purposes of our services and contractual obligations. Data is then securely disposed of.
- Robust security safeguards and controls are implemented to protect student data from unauthorized access or breach incidents.
- Data protection impact assessments are conducted for all new projects/features to ensure compliance by design with data privacy laws.

We are committed to ongoing monitoring of regulatory changes and continuously enhancing our data privacy and security practices.

We can confirm that our proposed online educational platform does not contain any commercial content or advertising. Our solution is solely focused on delivering a robust and enriching learning experience for students.

We do not utilize the platform as a marketing channel to promote or sell any goods, services, or other commercial offerings. The content and features are designed exclusively for instructional purposes to support teaching and learning objectives.

Web accessibility

F. 6. Web Accessibility

a. The solution shall be accessible to persons with disabilities, including:

i. Blindness, color blindness, visual impairment

ii. Deafness, hearing impairment

iii. Speech impairment

iv. Mobility, strength, dexterity or reach impairment

b. The solution shall support the use of commonly available screen readers.

c. The solution shall comply with Federal Web accessibility Standards (part of Section 508 of the Rehabilitation Act).

d. The solution shall meet Level A and Level AA guidelines as specified by the W#C's WCAG 2.0 guidelines.

At This is School, we are fully committed to ensuring our online educational platform meets the highest standards for web accessibility to accommodate users with disabilities.

Web accessibility is a core design principle embedded into our development lifecycle. All new features undergo rigorous testing to identify and remediate accessibility barriers. Our interfaces support keyboard navigation, provide text alternatives for non-text content, ensure proper color contrast ratios, and follow best practices for accessible media and document structures.

Scalability

F. 7. The proposed solution shall be able to handle at least 60,000+ concurrent HCPS users with less than 30 ms latency. Offeror(s) must provide comprehensive documentation to evidence the ability to accommodate concurrent users based on data collected from a similar environment.

F. 8. If the solution is reliant on LDAP authentication, HCPS will only accept a defined external IP address to allow Firewall transactions and will not accept the allowance of entire network segments.

Our solution utilizes auto scaling abilities to make sure that it can handle a high number of users within 30ms latency and we use AWS monitoring to keep track of any issues with latency.

This is School's proposed solution will not be reliant on LDAP authentication.

F. 9. HCPS shall have the ability to submit requests for alteration of the digital content (including additional supporting data, modification of current data, or removal of data deemed inappropriate by HCPS) via email or web-based forms embedded in the digital content.

F. 10. Provide all documentation for each piece of software equipment, or software, including copyright information, all operator and user manual, training materials necessary for the proper and successful use of the software installed.

HCPS will have the ability to submit requests for alteration of the digital content through multiple convenient channels such as email, phone and live chat.

All submitted requests will be promptly reviewed and actioned by our content management team.

This is School will provide comprehensive documentation and training materials:

- Software documentation including user guides, technical manuals, and any copyright information.
- Training documents outlining setup, configuration, and use of all features.
- Digital copies of up-to-date materials are always available within the platform itself.

Additionally, hands-on training delivered by a dedicated Customer Success Manager will be provided:

- Initial implementation training to get HCPS staff fully onboarded.
- Ongoing training sessions throughout the contract period for new features/functionality – see Tab 6.

Our training program ensures HCPS staff have full access to documentation and guided learning paths for the proper, effective use of our complete software solution.

G. Computer, Software, and Network Specifications

Acknowledged and confirmed. Our solution will be compatible with all of the computer specifications listed in **Attachment I** and will be actively maintained to support compatibility for the duration of the contract.

H. Networking Environment

Acknowledged and confirmed. Our solution will work under the specified network conditions.

Tab 5 – Experience and Qualifications of Firm and Proposed Staff

Offerors shall demonstrate their staff's qualifications and experience in providing the services requested in the Request for Proposal.

Project Team and Staff Qualifications

This is School has grown rapidly since our founding in 2011. We now have 20 employees and continue to grow.

Since we are a small team, our Account Managers are in constant contact with our content creators and with schools, meaning that teacher feedback is taken to heart and passed along quickly. We listen to our teachers and the features they'd like to see on the site. We are always on filming trips or designing new content so that the resources on the site continue to grow.

We also have a full-time content development team that is constantly working on new materials, and a development team that looks after the technical aspects of the site.

Account Manager – Faye Rollings-Carter



Ms. Faye Rollings-Carter will serve as the primary point of contact for HCPS, including any teachers or administrators. She can provide assistance in using the site, answer any questions about curriculum alignment, and arrange professional development as needed.

Faye is an independent consultant for foreign language programs and for English for speakers of other languages. Her work focuses nationally on teacher training and program development, implementation, and evaluation of curricula and assessment. Her most recent positions were with the Virginia Department of Education, where she served first as a Specialist for Foreign Languages and ESL, and later as an Associate Director for Middle and High School Instruction.

Faye's professional experience includes teaching German, French, and Spanish in grades eight through the university level in Virginia, as well as teaching English, German, and music in grades 5 through 10 in the German school system. She developed and coordinated an International Baccalaureate Program in Chesterfield County. She also worked with the University of Virginia on a project, *How to Train Teachers to Teach Foreign Languages*. Her expertise in designing and implementing new programs was highlighted with the implementation of the Governor's summer residential immersion language programs, a global village, for Virginia's high school students and the development of the LinguaFolio program. Faye was also instrumental in expanding LinguaFolio Virginia to a five-state consortium. She has worked with the National Council of State Supervisors for Languages (NCSSFL) to create a national version of LinguaFolio and worked with North Carolina in developing LinguaFolio online training modules for teachers.

Faye's teaching expertise, administrative skills, leadership, and other strengths are consistently recognized by others. Early in her career, Faye was the recipient of the *Outstanding Young Virginian* award. She was honored with the *Teacher of the Year Award* for both Henrico County (1983) and Chesterfield County (1996). Faye was also named *Virginia Teacher of the Year – Third Place* (1984) and *Virginia Region I Teacher of the Year* (1996). She received the *Award for Excellence in Foreign Language Teaching for Virginia* in 1998. In 2005 and 2006, Faye was recognized nationally for her educational service by the National Council of State Supervisors for Languages.

With her extensive experience in language instruction and program implementation, Faye is an excellent resource for teachers and administrators who would like insight into how to optimize their use of the resources on This is School and align them with the curriculum.

Firm Qualifications

Provide information about your experience working with educational institutions and implementing language learning resources to include number of years in business, number of current customers, number of employees proposed for the development and ongoing process including training, and experience in the upper elementary education market.

Founded in 2011, This is School has been in business for 12 years. We have grown rapidly since our founding and are now a team of 20. We are financially stable and have a long-tenured, reliable, experienced leadership team.

This is School has partnered with more than 1,500 schools to serve more than 400,000 students on six continents. We have been working with HCPS since 2015 and we have contracts with more than 750 schools in the United States, including the following schools and districts throughout Virginia:

- Chesterfield County Public Schools, 2017–present
- Loudoun County Public Schools, 2017–present
- Prince William County Public Schools, 2016–present
- Virginia Beach Public Schools, 2015–present
- Williamsburg-James City Schools, 2016–present

This is School is the only provider of an extensive library of authentic language videos and exercises across French, German, Italian, Latin, Mandarin Chinese, Spanish, and ESL language programs. Our authentic language videos are not scripted and do not use actors; therefore, they present how real people speak in day-to-day life. This prepares students for their first encounters with real language when they speak it—unscripted—for the first time.

Accolades

This is School has won many national and international awards including the 2019 Bett Awards for Secondary Content, which is the highest accolade for educational resources in Europe. It has also won the “Friend of FLAVA” award, for services to World Language teaching in Virginia.

With valuable feedback and support from teachers, we ensure our content’s alignment with local, state, and national proficiency standards. We have a library of more than 12,500 videos and 50,000 interactive comprehension exercises.

Our work has been recognized with the following awards:



References

Offerors shall provide three (3) references from other school divisions.

We invite HCPS to contact the following references. We will provide additional references upon request.

The following reference information is confidential and must not be disclosed to third parties without the prior, written consent of This is School.

Reference 1. Virginia Beach Public Schools	
<i>Contact</i>	Kelly Arble, K-12 World Languages Coordinator
<i>Address</i>	2512 George Mason Drive P.O. Box 6038 Virginia Beach, VA 23456-0038
<i>Phone</i>	757-263-1469
<i>Email</i>	kelly.arble@vbschools.com
<i>Contract dates</i>	2015-present
<i>Number of students in the district</i>	65,612
<i>Types of resources provided</i>	World Languages District License

Reference 2. Chesterfield County Public Schools	
<i>Contact</i>	Bettina Staudt, World Languages Specialist K-12
<i>Address</i>	P.O. Box 10, Chesterfield, VA 23832
<i>Phone</i>	804-748-1405
<i>Email</i>	bettina_staudt@ccpsnet.net
<i>Contract dates</i>	2017-present
<i>Number of students in the district</i>	64,000
<i>Types of resources provided</i>	World Languages District License

Reference 3. Loudoun County Public Schools	
<i>Contact</i>	Suzette F. Wyhs, Supervisor of World Languages & Cultures
<i>Address</i>	21000 Education Court Ashburn, VA 20148
<i>Phone</i>	571-252-1410
<i>Email</i>	swyhs@lcps.org
<i>Contract dates</i>	2017-present (renewed in 2022 for 7 years)
<i>Number of students in the district</i>	81,066
<i>Types of resources provided</i>	World Languages District License

Case Studies

Numerous written and video case studies evidence the gains for teachers and students of using This is School in their classrooms. Testimonials and case studies are available at <https://bit.ly/3FUIQi7>

Tab 6 – Training and Support

Offeror will describe the types of training for implementation of programs, as well as options for continued training. Offerors will provide a current workload and ability to complete required work in a timely manner.

The This is School team will be on-hand to support HCPS teachers and students every step of the way.

Implementation:

- Pricing includes assistance with implementation, technical support, and customer service for the duration of the contract, including webinars for professional development.
- One online district-wide session of training will be offered free of charge, up to a maximum of three 1-hour sessions.

User support:

- Email support is available at all time, plus live chat and a full and comprehensive suite of help articles is available to all users, providing instant answers to Frequently Asked Questions on technical, content-based, and usage-based questions.
- HCPS will have a contact number for their Account Manager, based in the Eastern Time zone.

Ongoing training:

- In-person, district-wide training is available for an additional fee (please see Attachment H).
- Pricing includes plenty of opportunities for ongoing, asynchronous professional development, including webinars.

Tab 7 – Pricing

In this Tab, Offerors shall provide pricing in accordance with Attachment H to include annual maintenance fees for years 2 through 5, and annual district licensing fees for years 2 through 5.

Attachment H

Pricing FEE

Provide pricing for the below based off pricing being offered. Offerors must provide pricing and the methodology of how the price was calculated.

Offeror:	Name of Program: This is School	
Scenario		Our scenario is based on the estimated number of enrolled students in World Languages stipulated at the top of this RFP for 2024 (15,800), but easily allows for requirements for up to 20,000 (or more) students.
Provide pricing for an annual subscription for district licenses as listed below:	Price	Methodology on how price was calculated
Price for District License (27 schools and centers) Middle: 13 (10,907 students) High: 9 (15,386 students) Advanced Career Education (ACE): 3 Alternative program center: 1* Henrico Virtual Academy: 1	\$3/student	This preferential rate is a reduced price (from \$6/student down to \$3/student) based on districts which have a minimum student enrollment of 15,000 .
Provide pricing for 1 day (6 hours) of on-site professional development training for staff of 25 for above.	\$5,000	\$5,000 per day (6-hours) on-site. Virtual Professional Development - one hour can be provided at no cost.
Price per student based on the District License and Professional Development divided by the number of students the proposal is being submitted for	\$3.31/Student	Based on a total of 15,800 students which this proposal is being submitted for.
Implementation	\$200 Per School	Per site/school an annual implementation fee is applied which includes onboarding
Annual Maintenance/Renewal per years 2 through 5	\$0	N/A
Annual District License Fees per years 2 through 5	As per % increased specified	Increase is approximately 8% per year. Year 2 \$3.25 Year 3 \$3.50 Year 4 \$3.75

		Year 5 \$4.00 (This preferential rate - down from \$6/student is only applicable for District Licenses with a minimum student count of 15,000)
Grand Total	\$52,400 \$56,350 \$60,300 \$64,250 \$68,200	Year 1: District License Year 2: District License Year 3: District License Year 4: District License Year 5: District License *These figures assume a student count of 15,800 for 24/7 access to our Educational Learning Platform and includes all teachers as well as 1 Annual on-site Professional Development Day. These figures do not include any Implementation costs as these may not apply. Additional students on top of the 15,800 quoted can be added at the per/student fee.
<p>** It should be noted that students and their teachers who are enrolled in any of our alternative program centers (i.e. GRAD, PLC) should have access to any Division Wide purchases made at the PK-12 (75 Schools) or level at no additional cost. The teachers and students exist as their own entity in PowerSchool and Clever but would need access to division-level purchases and resources provisioned by their homeschool. Additionally, students who are attending Virginia Randolph Education Center (VREC) and PACE should be included in any purchases made by the Academy of Virginia Randolph (AVR). This is our alternative school and all 3 schools reside in the same building, but are denoted as separate entities in PowerSchool and Clever.</p>		

**Pricing Options
Attachment H**

Provide pricing as it relates to the proposed solution	Price
Price per student	\$3 Access to all resources 24/7 wherever there is Internet access
Price per teacher	\$0 Free access 24/7 to all resources
Price per classroom	Dependent on number of per students
Price per site	Based upon site enrollment at \$3 per student (district-wide with minimum of 15,000 students)
Price for District License 6-8	Per student pricing is the same for all level and access to all resources
Price for District License 6-12	Per student pricing is the same for all levels and access to all resources
Price for District License 9-12	Per student pricing is the same for all levels and access to all resources
1 day of Professional Development- train the trainer model (20 Secondary ILCs/ITRTs, 3 Educational Specialist, + 1 additional personnel- total of 20 +)	\$5,000 per 6 hour day on- site PD
1 day of Professional Development - price per teacher	N/A
1 day of Professional Development for Secondary School Staff- approximately 35 - 100	\$7,500-\$12,500 (based on cohort size)
Additional Professional Development models	Additional professional development models customized as per district requests would be priced individually per type of training.
Printed materials — provide list of pricing for each product offered	N/A
Consumables — provide list of pricing for each product offered	N/A

Tab 8 – Exceptions

In this tab, Offerors shall list any exceptions taken to the Scope of Services and General Terms and Conditions of this Request for Proposals.

This is School notes only two exceptions to the Scope of Services:

1. This is School does not currently offer ASL resources.
2. The solution does not support IMS Global interoperability standards at the moment.

Tab 9 – Assumptions

This is School notes no assumptions.

Tab 10 – Appendices

No appendices included.