COUNTY OF HENRICO
DEPARTMENT OF FINANCE
PURCHASING DIVISION
CONTRACT EXTRACT
NOTICE OF AWARD/RENEWAL

DATE:	September 15, 2025
CONTRACT COMMODITY/SERVICE: *(include contracting entity if cooperative)*	Digital Creation Programs for PK-12
CONTRACT NUMBER:	2625B
COMMODITY CODE:	204.47
CONTRACT PERIOD:	September 23, 2025 through September 22, 2026
RENEWAL OPTIONS:	3 optional 1 yr. renewals
USER DEPARTMENT:	Schools
Contact Name:	Kennedy Venaglia
Phone Number:	804-652-3640
Email Address:	kwvenaglia@henrico.k12.va.us
HENRICO COOPERATIVE TERMS INCLUDED:	YES
SUPPLIER: Name:	Tools for Schools, Inc
Address:	1321 Upland Drive, Suite 8524
City, State:	Houston, TX 77043
Contact Name:	Matthew Schopp
Phone Number:	(508) 319-1559
Email address:	matthew@bookcreator.com
ORACLE SUPPLIER NUMBER:	651666
BUSINESS CATEGORY:	Non-SWaM
PAYMENT TERMS:	Net 45
DELIVERY:	As needed and requested
FOB:	Destination
BUYER: Name:	Justin M. Herbaugh, VCO, VCA
Title:	Procurement Analyst III
Phone:	804-501-5680
Email:	Her034@henrico.gov

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.

PRICE SCHEDULE – CONTRACT NO. 2625B

COMMONWEALTH OF VIRGINIA
County of Henrico

Non-Professional Services Contract
Contract No. 2625B

This Non-Professional Services Contract (this "Contract") entered into this ___1st___ day of August 2024, by Tools For Schools, Inc. (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. 24-2625-1ARA, as modified by Addendum 1 dated April 8, 2024, and Addendum 2 dated April 9, 2024 (the "Request for Proposals"), for Digital Creation Programs for PK-12 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 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 (BAFO), (Exhibit C)

CONTRACT TERM: The Contract term shall be for a period of 1 year beginning August 1, 2024, and ending July 31, 2025. HCPS may renew the Contract for up to four optional 1-year terms 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 9, 2024 (Exhibit C).
6. Contractor's Original Proposal dated April 8, 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.

Version 3.22.21

Tools For Schools, Inc.

1321 Upland Drive, Suite 8524

Houston, TX 77043

L C Franks (signature)

Signature

L. C. Franks

Printed Name and Title

12 September 2024

Date

County School Board of Henrico County, Virginia

P.O. Box 23120

Henrico, VA 23223

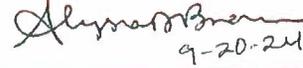_Oscar Knott_ (signature)

Signature

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

Purchasing Director

9/23/24

Date

APPROVED AS TO FORM
Alyssa Brown (signature)
9-20-24

ASSISTANT COUNTY ATTORNEY

EXHIBIT A

LICENSE AGREEMENT ADDENDUM

The County School Board of Henrico County, Virginia ("**County**") and Tools For Schools, Inc., a Delaware corporation ("**Licensor**"), are entering into Contract 2625B Digital Creation Programs for PK-12 for Henrico County Public Schools ("**Agreement**"). Licensor has requested that its Terms of Service, ("**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.

Tools For Schools, Inc.

County School Board of Henrico County, Virginia

L C Frnk

Signature

_____

Signature

L. C. Franks

Printed Name and Title

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

Purchasing Director

12 September 2024

_9/23/24_

Date

Date

APPROVED AS TO FORM

ASSISTANT COUNTY ATTORNEY 2/20/24

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

This Virginia School Data Privacy Agreement ("DPA") is entered into by and between the
audio/video
County School Board of Henrico County, Virginia (hereinafter referred to as "Division") and

Tools for Schools, Inc. (hereinafter referred to as "Provider") on

4/8/2024 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 1 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

Licences to use Book Creator, online creation and publication of eBooks

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":

See Exhibit B

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.

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

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 shalt 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 securly destroy all division data obtained under the service agreement. Prior to disposal of the data, provider shall notify Division in writing of it option to transfer data to a separate account, pursuant to Article 2, Section 3, above. In new event shelters 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.

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

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

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 posesses 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 asuccessful 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

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:	David Swift
Title:	Head of Partnerships
Address:	1321 Upland Dr., Suite 8524, Houston, TX 77043
eMail:	david@bookcreatror.com
Phone:	(504) 419-3167

The designated representative for the Division for this Agreement is:

Name:	Brian Maddox
Title:	Director of Technology
Address:	3820 Nine Mile Road, Henrico, VA 23223
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:	David Swift
Title:	Head of Partnerships
Address:	
eMail:	sales@bookcreator.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 *T.W. Leggett*

Date: 4/8/2024

Printed Name: Thom Leggett

Title: VP Engineering

Division Signature *John B. Wack*

Date: 9/3/2024

Printed Name: John B. Wack

Title: Chief Financial Officer

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

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]

Licences to use Book Creator, online creation and publication of eBooks

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

EXHIBIT "B"
SCHEDULE OF DATA

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

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

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

Parent/ Guardian ID	Parent ID number (created to link parents to students)	☐		number	☐
				State ID number	☐
Parent/ Guardian Name	First and/or Last	☐		Provider/App assigned student ID number	☑
				Student app username	☐
Schedule	Student scheduled courses	☐		Student app passwords	☐
	Teacher names	☑	Student Name	First and/or Last	☑
Special Indicator	English language learner information	☐	Student In App Performance	Program/application performance (typing program-student types 60 wpm, reading program-student reads below grade level)	☐
	Low income status	☐			
	Medical alerts /health data	☐			
	Student disability information	☐			
	Specialized education services (IEP or 504)	☐	Student Program Membership	Academic or extracurricular activities a student may belong to or participate in	☐
	Living situations (homeless/ foster care)	☐			
	Other indicator information- Please specify:	☐	Student Survey Responses	Student responses to surveys or questionnaires	☐
Student Contact Information	Address	☐			
	Email	☑	Student work	Student generated content; writing, pictures etc.	☑
	Phone	☐			
Student Identifiers	Local (School district) ID	☐		Other student	☑

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

Type text here	work data - Please specify:	audio/video ☑
Transcript	Student course grades	☐
	Student course data	☐
	Student course grades/perfor-mance scores	☐
	Other transcript data -Please specify:	☐
Transportation	Student bus assignment	☐
	Student pick up and/or drop off location	☐
	Student bus card ID number	☐

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

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

- 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

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.

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

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:_____

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

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 though 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 statues; (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:_____   Date: 4/8/2024_____

Printed Name:___Thom Leggett_____   Title/Position: VP Engineering_____

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: 4/8/2024_____

Printed Name: Thom Leggett_____   Title/Position: VP Engineering_____

Email Address sales@bookcreator.com____

Exhibit C

Anthes, Amy

From:	Matthew Schopp <matthew@bookcreator.com>
Sent:	Tuesday, July 9, 2024 5:44 AM
To:	Anthes, Amy
Subject:	Re: RFP 24-2625-1ARA Digital Creation Programs for PK-12 for Henrico County Public Schools
Attachments:	Book Creator SOC 2 Proposal Engagement Letter (1).pdf; 3. Self-assessment (CoSN-K-12-CVAT)-20240708T112921Z-001.zip; Final Henrico Pricing .pdf

Dear Amy,

Please find attached our final revised pricing document. This quote, as previously mentioned, covers all teachers and students within Henrico Public Schools.

Our licensing option provides comprehensive coverage for all teachers in your district. The domain option provided, gives all teachers access whilst only charging for elementary and middle schools. When teachers sign up for Book Creator through SSO or our website, they will automatically receive a license. The domain license also includes central libraries and student portfolios.

All of the options include free custom professional development and support. Our curriculum design specialists are available to collaborate with your curriculum teams to create custom content and integrate Book Creator into your district initiatives. We will also include in-person training.

We are in the final stages of completing our SOC 2 report. Attached, you will find our letter of intent, signed by us and Insight Assurance, who are conducting our audit. We have addressed almost all policy and software safety concerns, and I have included a zip file with the relevant documentation. Our official SOC 2 report is expected to be published by the end of the year.

If you have any additional questions, please do not hesitate to reach out.

Best regards,

Matthew

On Fri, Jul 5, 2024 at 5:14 PM Anthes, Amy <ANT041@henrico.gov> wrote:

Good morning,

This email is to inform you that your firm has been selected to enter into negotiations for the above referenced solicitation. Please see the attached document.

Thank you,

Amy

Amy Anthes, VCO

Procurement Analyst III

804-501-5686

County of Henrico

Division of Purchasing

PO Box 90775

8600 Staples Mill Road

Henrico, VA 23273-0775

Exhibit C

Offeror: Tools for Schools Inc.		Name of Program: Book Creator	
Scenario			
Provide pricing for an annual subscription for district licenses as listed below:	Price		Methodology on how price was calculated
Price for District License (73 schools and centers) Elementary: 46 (22,164 students) Middle: 13 (10,907 students) High: 9 (15,386 students) Advanced Career Education (ACE): 3 Henrico Virtual Academy: 1	$78,454		First Year - Cost is based on charging for 2414 Teacher accounts covering Elementary and Middle Schools, High School is included free of charge as usage in this area grows. RRP of 1 Teacher license is $130 dollars per year A volume discount of 75% has been applied. This License is for 12 Months
Provide pricing for 1 day (6 hours) of on-site professional development training for staff of 25 for above.	$0		One day per year - included free of charge
Price per student based on the District License and Professional Development divided by the number of students the proposal is being submitted for	$1.61		The price is $2.37 per student for elementary and middle students, but as we are giving high school students free access in the first year. the price per student works out as $1.61
Implementation	$0		
Annual Maintenance/Renewal	$N/A		We assume this means additional fees for maintaining or renewing the contract, which there aren't. However. the renewal cost outside Elementary and Middle teachers will be calculated based on usage. and discussed with the liaison in the district (as described in section DD.2.)
Grand Total	$78,454		

Product	Elementary (46)	Middle (13)	High (9)	ACE, Alternative Program Center, Virtual Academy (total 5)	Professional Development	Total	Domain-wide in first year
Pricing	$52,580	$25,874	$36,464	Included	Included	$114,918	$78,454

Provide pricing as it relates to the proposed solution	Price
Price per student	$2.37 for Elementary and middle school purchase, but in first year while high school is free, price per student will be $1.61
Price per teacher	$18.43 (in first year)
Price per classroom	$N/A
Price per site	$1074.7
Price for District License PK-5	$52,580
Price for District License 6-8	$ 25,874
Price for District License 6-12	$25,874 9-12 Free in first year, so could be $62,388 as a whole in future
Price for District License 9-12	Free in first year $36,464 in future if purchased
Price for District License PK-12	$78,454
1 day of Professional Development- train the trainer model (20 Secondary ILCs/ITRTs, 3 Educational Specialist, + 1 additional personnel- total of 20 +)	$0 One in-person PD session and unlimited Virtual sessions are included in license Price. Per Year.
1 day of Professional Development - price per teacher	
1 day of Professional Development for Secondary School Staff- approximately 35 - 100	$0
Additional Professional Development models	$0
Printed materials — provide list of pricing for each product offered	$N/A
Consumables — provide list of pricing for each product offered	$N/A

Table of Contents

1. Introduction & Signed Forms

BOOK CREATOR

12 April 2024

To Whom It Concerns:

Enclosed is our response to (RFP) No. 24-2625-1ARA, Digital Creation Programs for PK-12 for Henrico County Public Schools.

Tools for Schools understands that HCPS seeks a digital tool that will equitably allow for educators and students of all abilities and streams to design and create products to support student learning outcomes in grades PK-12, across the curriculum. In this proposal, we outline how our product, Book Creator, meets this need exceptionally well.

For any questions or concerns regarding the response, please contact Matthew Schopp, Partnerships Manager Eastern Territory, matthew@bookcreator.com (508) 319-1559.

Thank you for your time and consideration. We look forward to further discussing our proposal with Henrico County Public Schools

Sincerely,

Lainey Franks, CEO
Tools for Schools Inc.
1321 Upland Drive., Suite 8524
Houston, TX 77043

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. 24-2625-1ARA Digital Creation Programs

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 NOT USE TRADE NAME):	
	Tools For Schools, Inc.
ADDRESS:	1321 Upland Drive, Suite 8524, Houston, TX 77043
FEDERAL ID NO:	36-4942360
SIGNATURE:	*LCFranks*
NAME OF PERSON SIGNING (PRINT):	L. C. Franks
TITLE:	CEO
TELEPHONE:	470-223-2082
FAX:	
EMAIL ADDRESS:	lainey@bookcreator.com
DATE:	8 April 2024

3

ATTACHMENT B
BUSINESS CATEGORY CLASSIFICATION FORM

Company Legal Name: Tools for Schools, Inc.

This form completed by: Signature: *LCFrnh* Title: CEO

Date: 8 April 2024

PLEASE SPECIFY YOUR <u>BUSINESS CATEGORY</u> **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
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
PROPRIETARY/CONFIDENTIAL INFORMATION IDENTIFICATION

NAME OF OFFEROR: ___Tools for Schools, Inc.___

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
Tab 3 (Functional & Implementation), Section E (Infrastructure), point 6.	33-34	Details regarding the number of users of our software platform should not be disclosed publicly.

ATTACHMENT F
DIRECT CONTACT WITH STUDENTS

Name of Offeror: _Tools for Schools, Inc._____

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:

> [x] **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.).**

L C Franks
_____
Signature of Authorized Representative

L. C. Franks
_____
Printed Name of Authorized Representative

Tools for Schools, Inc.
_____
Printed Name of Vendor
(if different than Representative)

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

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

audio/video

County School Board of Henrico County, Virginia _____ (hereinafter referred to as "Division") and

Tools for Schools, Inc. _____ (hereinafter referred to as "Provider") on

____4/8/2024____ 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 1 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

Licences to use Book Creator, online creation and publication of eBooks

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":

See Exhibit B

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.

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

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 shalt 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 securly destroy all division data obtained under the service agreement. Prior to disposal of the data, provider shall notify Division in writing of it option to transfer data to a separate account, pursuant to Article 2, Section 3, above. In new event shelters 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.

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

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

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

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.

A. **Term**. The Provider shall be bound by this DPA for so long as the Provider maintains or posesses 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 asuccessful 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

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. <u>**Waiver**</u>. 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. <u>**Successors Bound:**</u> 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. <u>**Electronic Signature:**</u> 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. <u>**Notice**</u>. 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:	David Swift
Title:	Head of Partnerships
Address:	1321 Upland Dr., Suite 8524, Houston, TX 77043
eMail:	david@bookcreatror.com
Phone:	(504) 419-3167

    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

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:	David Swift
Title:	Head of Partnerships
Address:	
eMail:	sales@bookcreator.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   *T.W. Leggett*

Date: 4/8/2024

Printed Name: Thom Leggett

Title: VP Engineering

Division Signature

Date:

Printed Name:

Title:

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

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]

Licences to use Book Creator, online creation and publication of eBooks

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

EXHIBIT "B"

SCHEDULE OF DATA

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

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

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

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

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

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

Type text here	work data - Please specify:	audio/video ☐		Other transportation data -Please specify:	☐
Transcript	Student course grades	☐			
	Student course data	☐	Other	Please list each additional data element used, stored or collected by your application	☐
	Student course grades/perfor-mance scores	☐			
	Other transcript data -Please specify:	☐			
Transportation	Student bus assignment	☐			
	Student pick up and/or drop off location	☐			
	Student bus card ID number	☐			

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

- 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

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.

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

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:_____

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

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 though 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 statues; (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: _T.W. Leggett_   Date: _4/8/2024_

Printed Name: _Thom Leggett_   Title/Position: _VP Engineering_

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: _T.W. Leggett_   Date: _4/8/2024_

Printed Name: _Thom Leggett_   Title/Position: _VP Engineering_

Email Address _sales@bookcreator.com_

2.Statement of Scope

Tools for Schools understands that HCPS seeks products that allow for flexible implementation by staff and students, without a specific content focus, to design and deliver learning experiences and empower students to demonstrate and reflect on their learning. Book Creator was designed precisely for this purpose.

Book Creator is an online tool that allows educators and teachers to create, edit and publish digital books. It is designed for all areas of the curriculum, and for students of all learning levels and styles. Its combination of 'blank canvas' and templated options means that there is no limit to what students and teachers can use Book Creator for in the classroom - be that presenting to a class, working collaboratively, or doing learning reflections, students can do so in a way that empowers them and provides them with voice and choice.

Educators can utilize Book Creator to create instructional content and to design learning experiences that complement and enhance their curriculum. Educators can create differentiated resources, and with our new translation feature they can choose to translate elements of the materials for ML / ESL students. With Read to Me and other accessibility features built in, teacher-created resources can be accessed by every student.

Book Creator is designed based on research, with the following principle of action and impact: Book Creator allows for the integration of technology in education as a means of production of digital books by students, which facilitates both enhanced and transformative multimodal learning of reading and writing, across the curriculum, in a way that leverages students' own creativity to achieve more effective instruction. Based on this and a review of the research, LearnPlatform has validated Book Creator as a tool that meets the standards of the Every Student Succeeds Act - see more information including a full report here.

Book Creator allows students to create and showcase work in many different ways - text, images, audio or video recordings, photos of physical work, drawings, and more. Content can also be embedded from other platforms, including online videos, PDF worksheets, forms, and files from platforms like Google Drive. As a result, Book Creator is an excellent platform for digital portfolios - be it for student portfolios, capstone projects, or indeed for teacher portfolios.

Within libraries and individual books, teachers and students can work collaboratively in real time, allowing for the development of communication and teamwork skills. Teachers can provide feedback using text, audio, video, feedback stickers and emojis, and students can respond. Our translation feature will allow students and teachers to translate comments.

The work that students create can be easily shared with others (both in and out of class) with ease, by 'publishing' work online and sharing it via links and QR codes - perfect for keeping

parents in the loop with student work. There is also the option to export work to district Learning Management Systems, and download the books as PDF or ePub 3.0 files.

Admins receive an admin dashboard to track usage of Book Creator across the district, and can see logins, the total number of books and libraries created, and more. They can also visit the libraries of teachers and view the work they are doing in their classes. There is full integration into LMSs including Schoology and Canvas, which gives added insight for the district team.

Book Creator is accessible 24/7.

3. Functional and Implementation

B. User Interface

Book Creator meets all the requirements in Section II Scope of Services Part B User Interface. Please see our answers to part D below for more information about how we comply with the Americans with Disabilities Act.

C. Integration

Book Creator meets all the requirements in Section II Scope of Services Part C Integration.

Book Creator supports LTI 1.1 Single Sign On as a method of authentication and authorization.

Book Creator supports LTI integration as a Tool Provider in Schoology using LTI 1.1.

When using the LTI integration Book Creator receives the user's full name and email address via the LTI SSO mechanism at the time of initial sign on. No further rostering or other data transfer is required.

Implementation steps for Book Creator as a Tool Provider in Schoology:
1. Install Book Creator
    a. Find Book Creator in the Schoology App Store. You can quickly find the app here: https://app.schoology.com/apps/profile/7078121176
    b. Click **Install LTI 1.1 App** and confirm the installation, then choose **Add to Organization**.
    c. Book Creator will now be listed in your **Organization Apps**.
2. Get your LTI credentials from the Admin Dashboard
    Sign into https://admin.bookcreator.com and choose LMS Integration from the left hand menu. Then click on generate to make an LTI Key and Secret which you'll need shortly.
3. Configure Book Creator

a. Returning to Schoology and your **Organization Apps**. Click on **Configure** and enter the **Consumer Key** and **Shared Secret** with the values from Book Creator's Admin Dashboard then click on **Save settings**.
   b. Back in your list of Organization Apps click **Install/Remove** and make Book Creator available for your users, courses and groups, and then click **Submit** to finish.
4. These instructions are available at
   https://intercom.help/bookcreator/en/articles/8999307-adding-book-creator-to-schoology

If some teachers or students already have Book Creator accounts we will match an account from their email address and all of their books and libraries will be available to them.

The LTI integration is fully supported by your Book Creator Teacher Success team and our support team.

There are no additional limits or quotas applied when using the LTI integration. There are no hard limits on the number of teachers per class. Book Creator does not require information about schools when using the LTI integration.

Features available when using the LTI integration with Schoology.
1. All Book Creator features are available as per your account type.
2. Additional features for configuring how Book Creator can be used when added as a course material within Schoology are available. You can choose from the following options:
   a. **Create a new book** - each student will create a new book in a library of your choosing.
   b. **Start with a copy of a book** - if you have a template book you'd like your students to all start from. You will choose an existing book in a library and your students will all get their own editable copy to work with.
   c. **Collaborate on a book together** - all the students will work in the same book together.
3. Detailed instructions are available at:
   https://intercom.help/bookcreator/en/articles/8999370-use-book-creator-with-schoology

D. Accessibility

Book Creator meets all the requirements in Section II Scope of Services Part D Accessibility.

There is a description of our accessibility approach and features here:
https://intercom.help/bookcreator/en/collections/2172907-accessibility

You can find a detailed VPAT report as an Appendix.

E. Infrastructure and System Administration

1. Book Creator is not available as a self-hosted, on premises model.

2. Book Creator is available to be hosted as Software as a Service (SaaS). The following information is provided in response to specific questions about SaaS products in the RFP:

   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.*

Book Creator is hosted on Google Cloud.

Details of the relevant cloud SLAs are available at the following links:
https://cloud.google.com/functions/sla
https://cloud.google.com/run/sla
https://cloud.google.com/storage/sla
https://cloud.google.com/tasks/sla
https://cloud.google.com/vision/sla
https://cloud.google.com/kubernetes-engine/sla
https://cloud.google.com/pubsub/sla
https://cloud.google.com/secret-manager/sla
https://cloud.google.com/video-intelligence/sla
https://cloud.google.com/alloydb/sla
https://cloud.google.com/cdn/sla
https://cloud.google.com/dns/sla
https://cloud.google.com/terms/identity/sla
https://firebase.google.com/terms/service-level-agreement/cloud-storage
https://cloud.google.com/compute/sla
https://cloud.google.com/firestore/sla
https://cloud.google.com/armor/sla
https://cloud.google.com/identity-platform/sla
https://cloud.google.com/memorystore/sla

Book Creator has been a Google Cloud customer since 2018.

   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.*

Google Cloud provides redundant infrastructure as per this document:
https://cloud.google.com/docs/security/overview/whitepaper

Book Creator relies on "serverless" services such as Cloud Run by default. This means that the cloud platform handles failover, scaling and redundancy for us. Where a serverless service is not available or not suitable we have in place monitoring metrics with threshold alarms that will alert us before any availability or capacity event becomes user-impacting.

Denial-of-service protection and other network threats are handled by Cloud Armor and Cloud CDN.

    c. *Specifics of security measures in place to ensure that district data is secure during both storage and transit.*

All data at rest is encrypted with at least one round of AES 256 and one round of AES 128. More details can be found here:
https://cloud.google.com/docs/security/encryption/default-encryption

All data in transit is protected by at least TLS 1.2 with a reduced cipher suite to ensure forward secrecy. The following ciphers are enabled:
TLS_ECDHE_ECDSA_WITH_AES_128_CBC_SHA
TLS_ECDHE_ECDSA_WITH_AES_128_GCM_SHA256
TLS_ECDHE_ECDSA_WITH_AES_256_CBC_SHA
TLS_ECDHE_ECDSA_WITH_AES_256_GCM_SHA384
TLS_ECDHE_ECDSA_WITH_CHACHA20_POLY1305_SHA256
TLS_ECDHE_RSA_WITH_AES_128_GCM_SHA256
TLS_ECDHE_RSA_WITH_AES_256_GCM_SHA384
TLS_ECDHE_RSA_WITH_CHACHA20_POLY1305_SHA256

All internal traffic is secured with TLS 1.3

More details here: https://cloud.google.com/docs/security/encryption-in-transit

    d. *SOC 2 compliance status (certification documentation should be provided)*

SOC2 compliance is underway. Our processes and policies are implemented and we have engaged an auditor. We aim to have our type 1 report completed by May and our type 2 available in October.

    e. *Specifics of structures in place to ensure acceptable disaster recovery including backup schedules and redundancy.*

We have a disaster recovery and business continuity plan which are tested annually. Backups happen daily and are retained for 30 days.

Redundancy is engineered into the system as described in our answer to point b above.

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

We recommend 100kbps per user for initial load of the product. After this initial download normal usage will be roughly 10kpbs depending on the features in use at the time, and the product will continue to function with less bandwidth available. If making regular usage of video features then up to 1mbps is recommended for the best experience.

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

Support and engineering staff have remote access to district data for the sole purpose of troubleshooting issues that are reported to us by district staff. A total of 7 staff can access data and such access is strictly controlled. The encryption guarantees outlined in point c are preserved during remote data access. The minimum amount of data is accessed and any data that is transferred to a remote workstation is securely deleted as soon as the support task is completed.

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.*

Application updates are provided ad-hoc as available and as necessary. For the past 7 years of operation such updates have always been conducted without any downtime or maintenance windows. Should the need arise to schedule downtime via a maintenance window, Book Creator staff will contact the administrators listed in the Book Creator admin panel.

i. *Any tools available to measure system responsiveness.*

We inform our users of any system issues via our Twitter/X feed at https://twitter.com/BookCreatorApp or as a message on bookcreator.com.

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

A maximum of 1000 books per teacher and 200 books per library. Books can be deleted or archived when the limit is reached.

k. *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.*

Book Creator is delivered as a fully managed SaaS hosted on Google Cloud.

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

Please see the answer to 2.c. above.

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

We are COPPA, FERPA and GDPR compliant. Book Creator is fully compliant with these important laws and we're proud to have achieved COPPA and FERPA certification from the Internet Keep Safe Alliance. We are also compliant with local and state laws such as the VCDPA where applicable.

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

We will never advertise or sell data about you. Our business model is simple - we charge for access to Book Creator.

6. 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.

In the last school week Book Creator handled a daily average of 215,410 unique sessions.

During this time the 50th percentile of request latency was between 1.9ms and 32.8ms
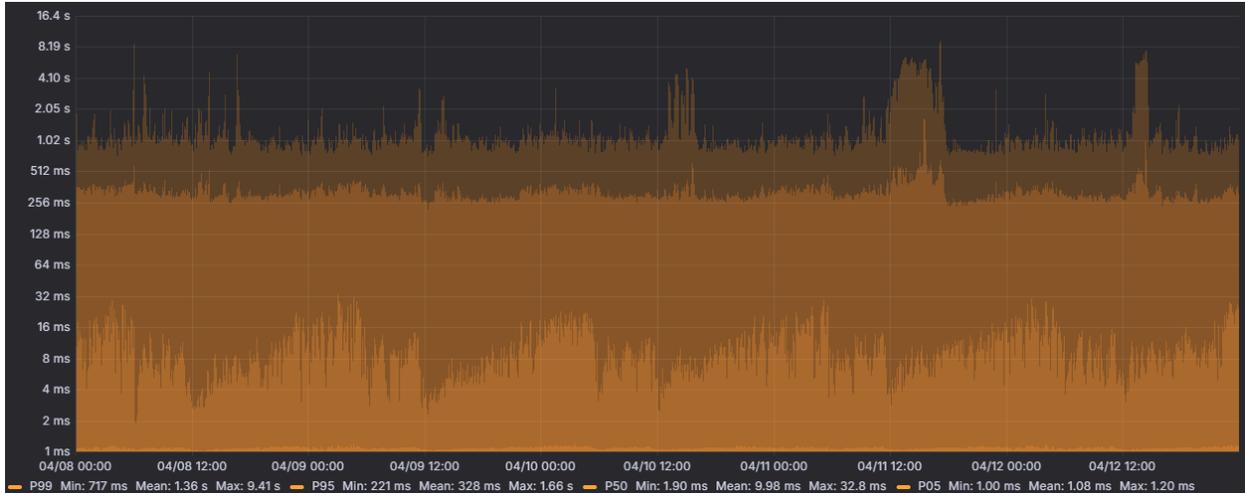
The mean 1m database load over this period did not exceed 12.2%
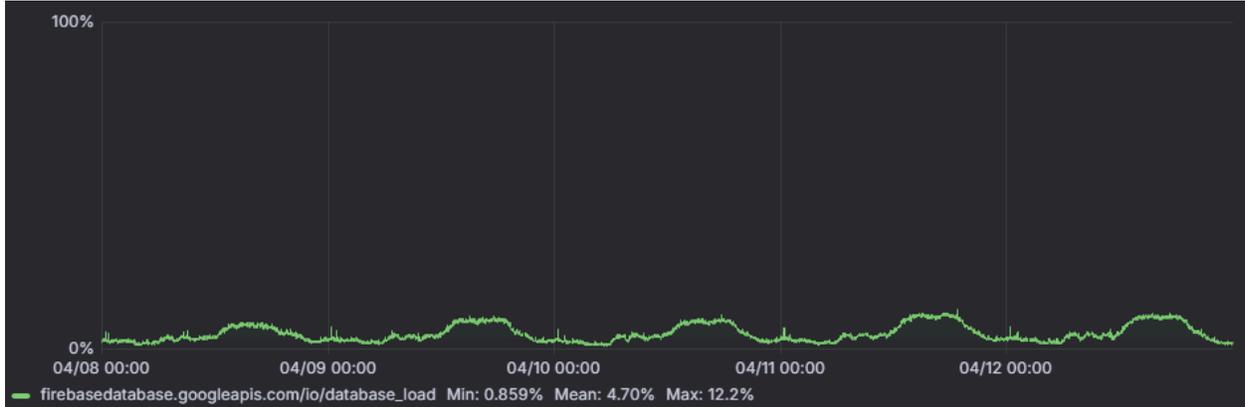
System testing has shown that the system remains stable up to 98% database utilization, and that the database utilization scales linearly with daily sessions. Therefore, the system has the ability to handle a further 1.3M users before the database reaches 90% capacity leaving a safety margin of 8%.

7. 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.

LDAP authentication is not supported. We propose using LTI 1.1 to handle authentication and authorization.

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

Please contact your Teacher Success Manager, or the support team using the in-app chat which is accessible to teachers when signed-in to the app, or from the button at the bottom of https://bookcreator.com/support/.

Images or other contact that is not age-appropriate can be flagged and blocked in-app as follows: https://intercom.help/bookcreator/en/articles/7873169-safe-image-searching

9. Provide all documentation for each piece of software equipment, or software, including copyright information, all operator and user manuals, training materials necessary for the proper and successful use of the software where a installation or configuration on HCPS network or devices are required.

Book Creator is delivered as a Software-as-a-Service product so does not require installation and configuration. Support articles that explain the operation of the software for teachers, students and administrators can be found at: https://bookcreator.com/support/. There is an in-app video training and certification course accessible from the Teacher Dashboard.

F. Device, Software, and Network Specifications

Book Creator meets all the requirements and specifications in this section.

G. Professional Development / Training

As part of a premium Book Creator subscription, districts have access to unlimited virtual PD sessions for their staff, as well as at least one in-person PD for staff each year of the contract. This can range from webinars like 'Train the Trainer' for people in curriculum and tech teams and 'Getting started with Book Creator' for those who are new to the tool, to more tuned and specific calls for individual subject teams and more advanced users as time goes on. We have a team of highly experienced tech-integration professionals as part of our Teacher Success team, who deliver this professional development to districts (see 'Staff Experience').

On top of this, there is an asynchronous teacher-training course that can be found within Book Creator itself, our Certification Course, that can be done at the convenience of your educators. This covers the basics as well as more advanced features, all in bite-size chunks that can be revisited as needed.

There are monthly public webinars that are held live and recorded for those who cannot attend at the time. All of these recordings can be found on Book Creator's YouTube channel, at any time.

4. Technical Requirements

Details of integration

Book Creator does not currently have any Generative AI features.

Opt-out Mechanism

Any future features that use Generative AI will have an opt-out mechanism for the district admins and teachers.

Data Retention Policy

Any future features that use Generative AI will be designed and engineered so that no student data is retained or used for model training purposes.

Privacy Impact Assessment

We will conduct a thorough privacy impact assessment and share this with our customers before launching any Generative AI features.

5. Default, Termination and Barred Certification Statement

Tools for Schools, Inc. certifies (i) that it has not defaulted on any government contract in the last five years, (ii) that no government has terminated a contract with the Offeror for cause in the last five years, and (iii) that neither it 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.

6. Offeror Qualifications and Experience

Company Experience

Tools for Schools was established in 2011 to empower students of all ages and abilities to actively engage in the joy of learning. A small, independent, privately-owned business, we are solely focused on creating amazing digital tools for classroom use, and supporting our community of educators and students. Tools for Schools is the company behind Book Creator, a digital tool that enables students and teachers to create, read and publish digital books.

Initially created as an iPad App that has been downloaded over31m times, Book Creator created its online app in 2017, which now has over 15 million users around the world. Book Creator is used in 87% of school districts in the United States. With over 200 million books created by students and teachers, 98% of teachers say Book Creator has made a positive impact on their teaching.

Since launching our online app in 2017, Book Creator has partnered with hundreds of school districts across North America on district-wide implementations, including Prince William County Public Schools, Newport News School District, Prince George's County Public Schools, Charlotte Mecklenburg, and New York Public Schools..

Some examples of how Book Creator has supported large school districts include:

Professional Development and Training: Book Creator has offered comprehensive professional development programs and training sessions tailored to the needs of educators within large school districts. These sessions focus on effectively using the platform to create engaging digital content, integrating it into the curriculum, and maximizing its educational potential. Sessions can be provided both in-person and remotely throughout the school year.

Customized Resources and Templates: Book Creator has provided large school districts with customized resources, templates, and lesson plans aligned with educational standards. These resources are designed to facilitate easy integration of Book Creator into various subjects and grade levels, catering to diverse learning needs. These [Reading Response Journals](#) are a great example of materials we created in collaboration with Issaquah Public Schools.

Collaborative Learning Communities: Book Creator has fostered collaborative learning communities within large school districts, allowing educators to share ideas, best practices, and innovative ways of using the platform. This collaborative environment encourages peer support and the exchange of creative teaching strategies.

Technical Support and Ongoing Assistance: Book Creator has offered dedicated technical support and ongoing assistance to educators and administrators within large school districts.

This support ensures that any technical issues are addressed promptly and that educators have access to continuous guidance and troubleshooting resources.

Data and Analytics for Improvement: Book Creator has provided insights and analytics to large school districts, offering data on usage patterns, student engagement, and content creation trends. This information helps districts evaluate the platform's impact on teaching and learning outcomes, allowing for continuous improvement and informed decision-making.

Partnerships and Collaborations: Book Creator has collaborated with educational leaders and administrators within large school districts to understand their specific needs and tailor the platform's features and functionalities accordingly. Such partnerships aim to align Book Creator's offerings with the district's educational goals and initiatives.

Scale-Up Support and Implementation Strategies: Book Creator has assisted large school districts in scaling up the adoption of the platform, offering implementation strategies, scalability options, and guidance on how to effectively deploy Book Creator across multiple schools and classrooms within the district.

Have a look at our Partner Spotlights for more information about how we have supported large school districts:
- [Houston ISD- STEM](#)
- [Cincinnati Public Schools - Special Education](#)
- [Newton County, Georgia - Equity and Inclusion](#)
- [CUSD300, Illinois - Meeting Standards](#)
- [Prince George's County Public Schools, MD - Literacy and Library](#)

Staff Experience

We have an experienced team of 35 people across the US and Europe, including experts in the fields of education, professional development, product design, engineering and customer management and support.

The Project Managers who will work with HCPS include Jon Smith and Janet Burnett, both qualified and experienced educators who have been supporting and training large, urban US school districts for over three years.

- Jon Smith is a Senior Teacher Success Manager at Book Creator and an Apple Distinguished Educator class of 2015. Jon was a special education teacher for 12 years before spending 7 years as a Technology Integration Specialist where his digital book projects attracted attention for their global reach and practical approaches to integrating trans-literacy practices into the classroom. Jon has been at Book Creator for over 5 years, supporting and training educators and administrators in large school districts.
- Janet Burnett is a highly-experienced educator of 26 years, having spent time as a classroom teacher, Intervention teacher, and finally a Tech Innovation Specialist serving

whole districts K-12, and is still an adjunct Instructor of Technology Integration at the University level. Janet has a Masters in Education. In her own classes, she used Book Creator for over 10 years.

The support team is available five days a week to support the District during the prime period of performance, Monday – Friday, 7:30 AM to 3:30 PST Eastern Standard Time. The team can respond to requests for assistance within 24 hours.

7. References

Rockingham County Public Schools

Main contact - Stephanie Failes
Position - Instructional Technology Supervisor
Email - sfailes@rockingham.k12.va.us
Base location address - 100 Mount Clinton Pike Harrisonburg, VA 22802
The length of services performed - 5 Years

Prince William County Public Schools

Main Contact - Dani Hall
Position - Admin Coordinator of Instructional Technology
Telephone - 703-791-8085
Email - halldc@pwcs.edu
Base location address - 14715 Bristow Road Manassas, VA 20112
The length of services performed - 3 Years

Newport News Public School District

Main Contact - Lindsey Smith
Position - Instructional Technology Coordinator
Telephone - 757-881-5461
Email - lindsey.smith@nn.k12.va.us
Base location address - 12465 Warwick Boulevard, Newport News, VA 23606
Length of services performed - 5 Years

8. Pricing/Cost Proposal

The first year cost of $78,455 is based on charging for 2414 teacher accounts covering Elementary and Middle School. High School teacher access is included free of charge as usage in this area grows.

The RRP of 1 Teacher license is $130 dollars per year, and a volume discount of 75% has been applied. This license is for 12 months. See more full details in attachments I and J, below.

Attachment I

Pricing Scenario

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

Offeror: Tools for Schools Inc.		Name of Program: Book Creator	
Scenario			
Provide pricing for an annual subscription for district licenses as listed below:		Price	Methodology on how price was calculated
Price for District License (73 schools and centers) Elementary: 46 (22,164 students) Middle: 13 (10,907 students) High: 9 (15,386 students) Advanced Career Education (ACE): 3 Henrico Virtual Academy: 1		$78,455	First Year - Cost is based on charging for 2414 Teacher accounts covering Elementary and Middle Schools, High School is included free of charge as usage in this area grows. RRP of 1 Teacher license is $130 dollars per year A volume discount of 75% has been applied. This License is for 12 Months
Provide pricing for 1 day (6 hours) of on-site professional development training for staff of 25 for above.		$0	One day per year - included free of charge
Price per student based on the District License and Professional Development divided by the number of students the proposal is being submitted for		$1.61	The price is $2.37 per student for elementary and middle students, but as we are giving high school students free access in the first year, the price per student works out as $1.61
Implementation		$0	
Annual Maintenance/Renewal		$N/A	We assume this means additional fees for maintaining or renewing the contract, which there aren't. However, the renewal cost outside Elementary and Middle teachers will be calculated based on usage, and discussed with the liaison in the district (as described in section DD.2.)
Grand Total		$78,455	

** 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.

Provide pricing as it relates to the proposed solution	Price
Price per student	$2.37 for Elementary and middle school purchase, but in first year while high school is free, price per student will be $1.61
Price per teacher	$18.43 (in first year)
Price per classroom	$N/A
Price per site	$1074.7
Price for District License PK-5	$52,580
Price for District License 6-8	$ 25,874
Price for District License 6-12	$25,874 9-12 Free in first year, so could be $62,388 as a whole in future
Price for District License 9-12	Free in first year $36,464 in future if purchased
Price for District License PK-12	$78,455
1 day of Professional Development- train the trainer model (20 Secondary ILCs/ITRTs, 3 Educational Specialist, + 1 additional personnel- total of 20 +)	$0 One in-person PD session and unlimited Virtual sessions are included in licnese Price. Per Year.
1 day of Professional Development - price per teacher	
1 day of Professional Development for Secondary School Staff- approximately 35 - 100	$0
Additional Professional Development models	$0
Printed materials — provide list of pricing for each product offered	$N/A
Consumables — provide list of pricing for each product offered	$N/A

9. Exceptions

No exceptions.

10. Assumptions

We understand Tab 4, Technical Requirements, to be focused on Generative AI features and have responded accordingly.

11. Appendices

Please see our VPAT below:

Voluntary Product Accessibility Template® (VPAT®)

International Edition

Version 2.3 (Revised) - April 2019

About This Document

The VPAT is provided in four editions based on the guidelines/standards being evaluated. The editions are WCAG, Revised 508, EN 301 549 and International that includes all of the standards.

This is the International edition of the VPAT. It includes the following standards/guidelines:

- Web Content Accessibility Guidelines 2.0
- Web Content Accessibility Guidelines 2.1; use is optional; included for reference purposes
- Revised Section 508 standards published January 18, 2017 and corrected January 22, 2018
- EN 301 549 Accessibility requirements suitable for public procurement of ICT products and services in Europe, - V2.1.2 (2018-08)

If you do not need to report on all the standards/guidelines then use the appropriate standard-specific VPAT edition found on the ITI Accessibility web page.

This document is broken into two main sections:

· Essential Requirements and Best Practices for using the VPAT® to complete an Accessibility Conformance Report

    · The VPAT Template

Please carefully review the Essential Requirements and Best Practices sections before using the VPAT to create an Accessibility Conformance Report. "Voluntary Product Accessibility Template" and "VPAT," including the template format, are Federally Registered Service Marks of the Information Technology Industry Council (ITI). VPAT users agree not to deviate materially from the template format provided by ITI, and to use the service mark ("®") where appropriate.

Book Creator Accessibility Conformance Report
International Edition

VPAT® Version 2.3 (Revised) – April 2019

Name of Product/Version:

Book Creator 3.1.0

Product Description:

Web app for creating and publishing digital books

Report Date:

07/08/2019

Contact Information:

dp@bookcreator.com

Notes:

Evaluation Methods Used:

Lighthouse

WCAG contrast checker chrome extension

WAVE chrome extension

Voiceover

https://validator.w3.org

Applicable Standards/Guidelines

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

Standard/Guideline	Included In Report
Web Content Accessibility Guidelines 2.0	Level A (Yes) Level AA (Yes) Level AAA (No)
Web Content Accessibility Guidelines 2.1	Level A (No) Level AA (No) Level AAA (No)
Revised Section 508 standards published January 18, 2017 and corrected January 22, 2018	(No)
EN 301 549 Accessibility requirements suitable for public procurement of ICT products and services in Europe, - V2.1.2 (2018-08)	(No)

Terms

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

WCAG 2.x Report

Tables 1 and 2 also document conformance with:

● EN 301 549: Chapter 9 - Web, Sections 10.1-10.4 of Chapter 10 - Non-Web documents, and Sections 11.1-11.4 and 11.8.2 of Chapter 11 - Non-Web

Software (open and closed functionality), and Sections 12.1.2 and 12.2.4 of Chapter 12 – Documentation

- Revised Section 508: Chapter 5 – 501.1 Scope, 504.2 Content Creation or Editing, and Chapter 6 – 602.3 Electronic Support Documentation.

Note: When reporting on conformance with the WCAG 2.x Success Criteria, they are scoped for full pages, complete processes, and accessibility-supported ways of using technology as documented in the WCAG 2.0 Conformance Requirements.

Table 1: Success Criteria, Level A

Notes:

Criteria	Conformance Level	Remarks and Explanations
1.1.1 Non-text Content (Level A) Also applies to: EN 301 549 Criteria · 9.1.1.1 (Web) · 10.1.1.1 (Non-web document) · 11.1.1.1.1 (Open Functionality Software) · 11.1.1.1.2 (Closed Functionality Software) · 11.8.2 (Authoring Tool) · 12.1.2 (Product Docs) · 12.2.4 (Support Docs) Revised Section 508 · 501 (Web)(Software) · 504.2 (Authoring Tool) · 602.3 (Support Docs)	Partially supports	Some images and icons are missing alternative text

1.2.1 Audio-only and Video-only (Prerecorded) (Level A) Also applies to: EN 301 549 Criteria · 9.1.2.1 (Web) · 10.1.2.1 (Non-web document) · 11.1.2.1.1 (Open Functionality Software) · 11.1.2.1.2.1 and 11.1.2.1.2.2 (Closed Software) · 11.8.2 (Authoring Tool) · 12.1.2 (Product Docs) · 12.2.4 (Support Docs) Revised Section 508 · 501 (Web)(Software) · 504.2 (Authoring Tool) · 602.3 (Support Docs)	Does not support	It is not possible to provide text alternatives to audio and video content
1.2.2 Captions (Prerecorded) (Level A) Also applies to: EN 301 549 Criteria · 9.1.2.2 (Web) · 10.1.2.2 (Non-web document) · 11.1.2.2 (Open Functionality Software) · 11.1.2.2 (Closed Software) · 11.8.2 (Authoring Tool) · 12.1.2 (Product Docs) · 12.2.4 (Support Docs) Revised Section 508 · 501 (Web)(Software) · 504.2 (Authoring Tool) · 602.3 (Support Docs)	Does not support	It is not possible to provide captions alternatives to audio and video content

[1.2.3 Audio Description or Media Alternative (Prerecorded)](#) (Level A) Also applies to: EN 301 549 Criteria · 9.1.2.3 (Web) · 10.1.2.3 (Non-web document) · 11.1.2.3.1 (Open Functionality Software) · 11.1.2.3.2 (Closed Software) · 11.8.2 (Authoring Tool) · 12.1.2 (Product Docs) · 12.2.4 (Support Docs) Revised Section 508 · 501 (Web)(Software) · 504.2 (Authoring Tool) · 602.3 (Support Docs)	Does not support	There is no way to provide an audio description to a video
[1.3.1 Info and Relationships](#) (Level A) Also applies to: EN 301 549 Criteria · 9.1.3.1 (Web) · 10.1.3.1 (Non-web document) · 11.1.3.1.1 (Open Functionality Software) · 11.1.3.1.2 (Closed Software) · 11.8.2 (Authoring Tool) · 12.1.2 (Product Docs) · 12.2.4 (Support Docs) Revised Section 508 · 501 (Web)(Software) · 504.2 (Authoring Tool) · 602.3 (Support Docs)	Partially supports	More landmarks could be added to identify regions of most pages

[1.3.2 Meaningful Sequence](#) (Level A) Also applies to: EN 301 549 Criteria · 9.1.3.2 (Web) · 10.1.3.2 (Non-web document) · 11.1.3.2.1 (Open Functionality Software) · 11.1.3.2.2 (Closed Software) · 11.8.2 (Authoring Tool) · 12.1.2 (Product Docs) · 12.2.4 (Support Docs) Revised Section 508 · 501 (Web)(Software) · 504.2 (Authoring Tool) · 602.3 (Support Docs)	Partially supports	Page items in the book editor are not rendered in the correct sequence
[1.3.3 Sensory Characteristics](#) (Level A) Also applies to: EN 301 549 Criteria · 9.1.3.3 (Web) · 10.1.3.3 (Non-web document) · 11.1.3.3 (Open Functionality Software) · 11.1.3.3 (Closed Software) · 11.8.2 (Authoring Tool) · 12.1.2 (Product Docs) · 12.2.4 (Support Docs) Revised Section 508 · 501 (Web)(Software) · 504.2 (Authoring Tool) · 602.3 (Support Docs)	Partially supports	Aria roles need adding to indicate selected states where colour is used solely to indicate so.
[1.4.1 Use of Color](#) (Level A) Also applies to: EN 301 549 Criteria · 9.1.4.1 (Web) · 10.1.4.1 (Non-web document) · 11.1.4.1 (Open Functionality Software) · 11.1.4.1 (Closed Software) · 11.8.2 (Authoring Tool) · 12.1.2 (Product Docs) · 12.2.4 (Support Docs) Revised Section 508 · 501 (Web)(Software)	Supports	

· 504.2 (Authoring Tool) · 602.3 (Support Docs)		
1.4.2 Audio Control (Level A) Also applies to: EN 301 549 Criteria · 9.1.4.2 (Web) · 10.1.4.2 (Non-web document) · 11.1.4.2 (Open Functionality Software) · 11.1.4.2 (Closed Software) · 11.8.2 (Authoring Tool) · 12.1.2 (Product Docs) · 12.2.4 (Support Docs) Revised Section 508 · 501 (Web)(Software) · 504.2 (Authoring Tool) · 602.3 (Support Docs)	Supports	All audio items can be paused
2.1.1 Keyboard (Level A) Also applies to: EN 301 549 Criteria · 9.2.1.1 (Web) · 10.2.1.1 (Non-web document) · 11.2.1.1.1 (Open Functionality Software) · 11.2.1.1.2 (Closed Software) · 11.8.2 (Authoring Tool) · 12.1.2 (Product Docs) · 12.2.4 (Support Docs) Revised Section 508 · 501 (Web)(Software) · 504.2 (Authoring Tool) · 602.3 (Support Docs)	Partially supports	Keyboard support is largely supported for custom controls but there are some gaps that need covering.

[2.1.2 No Keyboard Trap](#) (Level A) Also applies to: EN 301 549 Criteria · 9.2.1.2 (Web) · 10.2.1.2 (Non-web document) · 11.2.1.2 (Open Functionality Software) · 11.2.1.2 (Closed Software) · 11.8.2 (Authoring Tool) · 12.1.2 (Product Docs) · 12.2.4 (Support Docs) Revised Section 508 · 501 (Web)(Software) · 504.2 (Authoring Tool) · 602.3 (Support Docs)	Partially supports	The app largely has no keyboard traps but there are two cases where traps occur inside iframes; the Google picker and book link items displayed in iframes. Modal dialogues could be improved by intentionally trapping the keyboard while they are open.
[2.2.1 Timing Adjustable](#) (Level A) Also applies to: EN 301 549 Criteria · 9.2.2.1 (Web) · 10.2.2.1 (Non-web document) · 11.2.2.1 (Open Functionality Software) · 11.2.2.1 (Closed Software) · 11.8.2 (Authoring Tool) · 12.1.2 (Product Docs) · 12.2.4 (Support Docs) Revised Section 508 · 501 (Web)(Software) · 504.2 (Authoring Tool) · 602.3 (Support Docs)	Supports	There are no features that rely on timing. The publish success animation is timed but it is a presentational element rather than functionality or content.

[2.2.2 Pause, Stop, Hide](#) (Level A) Also applies to: EN 301 549 Criteria · 9.2.2.2 (Web) · 10.2.2.2 (Non-web document) · 11.2.2.2 (Open Functionality Software) · 11.2.2.2 (Closed Software) · 11.8.2 (Authoring Tool) · 12.1.2 (Product Docs) · 12.2.4 (Support Docs) Revised Section 508 · 501 (Web)(Software) · 504.2 (Authoring Tool) · 602.3 (Support Docs)	Supports	The app features no moving, blinking, scrolling, or auto-updating information
[2.3.1 Three Flashes or Below Threshold](#) (Level A) Also applies to: EN 301 549 Criteria · 9.2.3.1 (Web) · 10.2.3.1 (Non-web document) · 11.2.3.1 (Open Functionality Software) · 11.2.3.1(Closed Software) · 11.8.2 (Authoring Tool) · 12.1.2 (Product Docs) · 12.2.4 (Support Docs) Revised Section 508 · 501 (Web)(Software) · 504.2 (Authoring Tool) · 602.3 (Support Docs)	Supports	The app contains no flashing content

[2.4.1 Bypass Blocks](#) (Level A)
Also applies to:
EN 301 549 Criteria
    · 9.2.4.1 (Web)
    · 10.2.4.1 (Non-web document) – Does not apply
    · 11.2.4.1 (Open Functionality Software) – Does not apply
    · 11.2.4.1 (Closed Software) – Does not apply
    · 11.8.2 (Authoring Tool)
    · 12.1.2 (Product Docs)
    · 12.2.4 (Support Docs)
Revised Section 508
    · 501 (Web)(Software) – Does not apply to non-web software
    · 504.2 (Authoring Tool)
    · 602.3 (Support Docs) – Does not apply to non-web docs
	Partially supports	The majority of screens don't require skip links as the page only contains the main content. My books and the editor screen do need some adding though.

[2.4.2 Page Titled](#) (Level A)
Also applies to:
EN 301 549 Criteria
    · 9.2.4.2 (Web)
    · 10.2.4.2 (Non-web document)
    · 11.2.4.2 (Open Functionality Software) - Does not apply
    · 11.2.4.2 (Closed Software) – Does not apply
    · 11.8.2 (Authoring Tool)
    · 12.1.2 (Product Docs)
    · 12.2.4 (Support Docs)
Revised Section 508
    · 501 (Web)(Software)
    · 504.2 (Authoring Tool)
    · 602.3 (Support Docs)
	Partially supports	All pages are titled but some could be improved to be more descriptive.

[2.4.3 Focus Order](#) (Level A) Also applies to: EN 301 549 Criteria · 9.2.4.3 (Web) · 10.2.4.3 (Non-web document) · 11.2.4.3 (Open Functionality Software) · 11.2.4.3 (Closed Software) · 11.8.2 (Authoring Tool) · 12.1.2 (Product Docs) · 12.2.4 (Support Docs) Revised Section 508 · 501 (Web)(Software) · 504.2 (Authoring Tool) · 602.3 (Support Docs)	Partially supports	Focus order is correct for the majority of the app but needs improvements in places.
[2.4.4 Link Purpose (In Context)](#) (Level A) Also applies to: EN 301 549 Criteria · 9.2.4.4 (Web) · 10.2.4.4 (Non-web document) · 11.2.4.4 (Open Functionality Software) · 11.2.4.4 (Closed Software · 11.8.2 (Authoring Tool) · 12.1.2 (Product Docs) · 12.2.4 (Support Docs) Revised Section 508 · 501 (Web)(Software) · 504.2 (Authoring Tool) · 602.3 (Support Docs)	Partially supports	Link purpose is clear on the whole from link text or titles, but there are a few places where they could be improved.
[3.1.1 Language of Page](#) (Level A) Also applies to: EN 301 549 Criteria · 9.3.1.1 (Web) · 10.3.1.1 (Non-web document) · 11.3.1.1.1 (Open Functionality Software) · 11.3.1.1.2 (Closed Software) · 11.8.2 (Authoring Tool) · 12.1.2 (Product Docs) · 12.2.4 (Support Docs) Revised Section 508 · 501 (Web)(Software)	Supports	The language of the page can be determined by the lang attribute on the html root.

· 504.2 (Authoring Tool) · 602.3 (Support Docs)		
3.2.1 On Focus (Level A) Also applies to: EN 301 549 Criteria · 9.3.2.1 (Web) · 10.3.2.1 (Non-web document) · 11.3.2.1 (Open Functionality Software) · 11.3.2.1 (Closed Software) · 11.8.2 (Authoring Tool) · 12.1.2 (Product Docs) · 12.2.4 (Support Docs) Revised Section 508 · 501 (Web)(Software) · 504.2 (Authoring Tool) · 602.3 (Support Docs)	Supports	The app does not change context on any focus event
3.2.2 On Input (Level A) Also applies to: EN 301 549 Criteria · 9.3.2.2 (Web) · 10.3.2.2 (Non-web document) · 11.3.2.2 (Open Functionality Software) · 11.3.2.2 (Closed Software) · 11.8.2 (Authoring Tool) · 12.1.2 (Product Docs) · 12.2.4 (Support Docs) Revised Section 508 · 501 (Web)(Software) · 504.2 (Authoring Tool) · 602.3 (Support Docs)	Supports	The app causes no unexpected change of context on user input

3.3.1 Error Identification (Level A) Also applies to: EN 301 549 Criteria · 9.3.3.1 (Web) · 10.3.3.1 (Non-web document) · 11.3.3.1.1 (Open Functionality Software) · 11.3.3.1.2 (Closed Software) · 11.8.2 (Authoring Tool) · 12.1.2 (Product Docs) · 12.2.4 (Support Docs) Revised Section 508 · 501 (Web)(Software) · 504.2 (Authoring Tool) · 602.3 (Support Docs)	Partially supports	Error messages are shown on invalid user input but could be improved with some additional aria roles.
3.3.2 Labels or Instructions (Level A) Also applies to: EN 301 549 Criteria · 9.3.3.2 (Web) · 10.3.3.2 (Non-web document) · 11.3.3.2 (Open Functionality Software) · 11.3.3.2 (Closed Software) · 11.8.2 (Authoring Tool) · 12.1.2 (Product Docs) · 12.2.4 (Support Docs) Revised Section 508 · 501 (Web)(Software) · 504.2 (Authoring Tool) · 602.3 (Support Docs)	Partially supports	The app largely has good labelling but there are some custom controls that need improvement.
4.1.1 Parsing (Level A) Also applies to: EN 301 549 Criteria · 9.4.1.1 (Web) · 10.4.1.1 (Non-web document) · 11.4.1.1.1 (Open Functionality Software) · 11.4.1.1.2 (Closed Software) – Does not apply · 11.8.2 (Authoring Tool) · 12.1.2 (Product Docs) · 12.2.4 (Support Docs) Revised Section 508	Partially supports	The html for the app is structurally and semantically correct on the whole, but there are a few instances of invalid element

Criteria	Conformance Level	Remarks and Explanations
· 501 (Web)(Software) · 504.2 (Authoring Tool) · 602.3 (Support Docs)		nesting that could be improved.
[4.1.2 Name, Role, Value](#) (Level A) Also applies to: EN 301 549 Criteria · 9.4.1.2 (Web) · 10.4.1.2 (Non-web document) · 11.4.1.2.1 (Open Functionality Software) · 11.4.1.2.2 (Closed Software) – Not required · 11.8.2 (Authoring Tool) · 12.1.2 (Product Docs) · 12.2.4 (Support Docs) Revised Section 508 · 501 (Web)(Software) · 504.2 (Authoring Tool) · 602.3 (Support Docs)	Partially supports	The markup is correct for the majority but there are some places where aria roles could be added to make improvements.

Table 2: Success Criteria, Level AA

Notes:

Criteria	Conformance Level	Remarks and Explanations

[1.2.4 Captions (Live)](#) (Level AA) Also applies to: EN 301 549 Criteria · 9.1.2.4 (Web) · 10.1.2.4 (Non-web document) · 11.1.2.4 (Open Functionality Software) · 11.1.2.4 (Closed Software) · 11.8.2 (Authoring Tool) · 12.1.2 (Product Docs) · 12.2.4 (Support Docs) Revised Section 508 · 501 (Web)(Software) · 504.2 (Authoring Tool) · 602.3 (Support Docs)	Supports	The app has no live video content.
[1.2.5 Audio Description (Prerecorded)](#) (Level AA) Also applies to: EN 301 549 Criteria · 9.1.2.5 (Web) · 10.1.2.5 (Non-web document) · 11.1.2.5 (Open Functionality Software) · 11.1.2.5 (Closed Software) · 11.8.2 (Authoring Tool) · 12.1.2 (Product Docs) · 12.2.4 (Support Docs) Revised Section 508 · 501 (Web)(Software) · 504.2 (Authoring Tool) · 602.3 (Support Docs)	Does not support:	The app has no feature for providing audio descriptions to video content.
[1.4.3 Contrast (Minimum)](#) (Level AA) Also applies to: EN 301 549 Criteria · 9.1.4.3 (Web) · 10.1.4.3 (Non-web document) · 11.1.4.3 (Open Functionality Software) · 11.1.4.3 (Closed Software) · 11.8.2 (Authoring Tool) · 12.1.2 (Product Docs) · 12.2.4 (Support Docs) Revised Section 508 · 501 (Web)(Software)	Partially supports	Contrast is good on the whole but a number of areas have been identified as failing.

· 504.2 (Authoring Tool) · 602.3 (Support Docs)		
1.4.4 Resize text (Level AA) Also applies to: EN 301 549 Criteria · 9.1.4.4 (Web) · 10.1.4.4 (Non-web document) · 11.1.4.4.1 (Open Functionality Software) · 11.1.4.4.2 (Closed Software) · 11.8.2 (Authoring Tool) · 12.1.2 (Product Docs) · 12.2.4 (Support Docs) Revised Section 508 · 501 (Web)(Software) · 504.2 (Authoring Tool) · 602.3 (Support Docs)	Partially supports	The app can be zoomed (depending on screen resolution) but a zoom level of 200% can't be achieved without triggering the screen too small message.
1.4.5 Images of Text (Level AA) Also applies to: EN 301 549 Criteria · 9.1.4.5 (Web) · 10.1.4.5 (Non-web document) · 11.1.4.5.1 (Open Functionality Software) · 11.1.4.5.2 (Closed Software) – Does not apply · 11.8.2 (Authoring Tool) · 12.1.2 (Product Docs) · 12.2.4 (Support Docs) Revised Section 508 · 501 (Web)(Software) · 504.2 (Authoring Tool) · 602.3 (Support Docs)	Supports	The app displays no text within images

2.4.5 Multiple Ways (Level AA) Also applies to: EN 301 549 Criteria · 9.2.4.5 (Web) · 10.2.4.5 (Non-web document) – Does not apply · 11.2.4.5 (Open Functionality Software) – Does not apply · 11.2.4.5 (Closed Software) – Does not apply · 11.8.2 (Authoring Tool) · 12.1.2 (Product Docs) · 12.2.4 (Support Docs) Revised Section 508 · 501 (Web)(Software) – Does not apply to non-web software · 504.2 (Authoring Tool) · 602.3 (Support Docs) – Does not apply to non-web docs	Does not support:	There is only one way of navigating through the app. There is no sitemap or site-wide navigation.
2.4.6 Headings and Labels (Level AA) Also applies to: EN 301 549 Criteria · 9.2.4.6 (Web) · 10.2.4.6 (Non-web document) · 11.2.4.6 (Open Functionality Software) · 11.2.4.6 (Closed Software) · 11.8.2 (Authoring Tool) · 12.1.2 (Product Docs) · 12.2.4 (Support Docs) Revised Section 508 · 501 (Web)(Software) · 504.2 (Authoring Tool) · 602.3 (Support Docs)	Partially supports	Headings and labels are used correctly for the most part, but there are some labels that need associating with their relevant controls.

2.4.7 Focus Visible (Level AA) Also applies to: EN 301 549 Criteria · 9.2.4.7 (Web) · 10.2.4.7 (Non-web document) · 11.2.4.7 (Open Functionality Software) · 11.2.4.7 (Closed Software) · 11.8.2 (Authoring Tool) · 12.1.2 (Product Docs) · 12.2.4 (Support Docs) Revised Section 508 · 501 (Web)(Software) · 504.2 (Authoring Tool) · 602.3 (Support Docs)	Partially supports	Most UI elements have visible focus states but there are some that have them missing and others that could be improved.
3.1.2 Language of Parts (Level AA) Also applies to: EN 301 549 Criteria · 9.3.1.2 (Web) · 10.3.1.2 (Non-web document) · 11.3.1.2 (Open Functionality Software) – Does not apply · 11.3.1.2 (Closed Software) – Does not apply · 11.8.2 (Authoring Tool) · 12.1.2 (Product Docs) · 12.2.4 (Support Docs) Revised Section 508 · 501 (Web)(Software) · 504.2 (Authoring Tool) · 602.3 (Support Docs)	Partially supports	All part content follows the same language the page is declared in, apart from user generated content which could be in a different language and there is currently no mechanism for marking it so.

3.2.3 Consistent Navigation (Level AA)
Also applies to:
EN 301 549 Criteria
    · 9.3.2.3 (Web)
    · 10.3.2.3 (Non-web document) – Does not apply
    · 11.3.2.3 (Open Functionality Software) – Does not apply
    · 11.3.2.3 (Closed Software) – Does not apply
    · 11.8.2 (Authoring Tool)
    · 12.1.2 (Product Docs)
    · 12.2.4 (Support Docs)
Revised Section 508
    · 501 (Web)(Software) – Does not apply to non-web software
    · 504.2 (Authoring Tool)
    · 602.3 (Support Docs) – Does not apply to non-web docs
	Supports	Navigation is consistent throughout the app

3.2.4 Consistent Identification (Level AA)
Also applies to:
EN 301 549 Criteria
    · 9.3.2.4 (Web)
    · 10.3.2.4 (Non-web document) – Does not apply
    · 11.3.2.4 (Open Functionality Software) – Does not apply
    · 11.3.2.4 (Closed Software) – Does not apply
    · 11.8.2 (Authoring Tool)
    · 12.1.2 (Product Docs)
    · 12.2.4 (Support Docs)
Revised Section 508
    · 501 (Web)(Software) – Does not apply to non-web software
    · 504.2 (Authoring Tool)
    · 602.3 (Support Docs) – Does not apply to non-web docs
	Supports	Components are built in React to ensure re-use of them is consistent.

[3.3.3 Error Suggestion](#) (Level AA) Also applies to: EN 301 549 Criteria · 9.3.3.3 (Web) · 10.3.3.3 (Non-web document) · 11.3.3.3 (Open Functionality Software) · 11.3.3.3 (Closed Software) · 11.8.2 (Authoring Tool) · 12.1.2 (Product Docs) · 12.2.4 (Support Docs) Revised Section 508 · 501 (Web)(Software) · 504.2 (Authoring Tool) · 602.3 (Support Docs)	Partially supports	Input errors are shown but more suggestions of example correct input could be used.
[3.3.4 Error Prevention (Legal, Financial, Data)](#) (Level AA) Also applies to: EN 301 549 Criteria · 9.3.3.4 (Web) · 10.3.3.4 (Non-web document) · 11.3.3.4 (Open Functionality Software) · 11.3.3.4 (Closed Software) · 11.8.2 (Authoring Tool) · 12.1.2 (Product Docs) · 12.2.4 (Support Docs) Revised Section 508 · 501 (Web)(Software) · 504.2 (Authoring Tool) · 602.3 (Support Docs)	Supports	No transasactions in the app are applicable.

Legal Disclaimer (Company)

Include your company legal disclaimer here, if needed.