



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

DATE:	June 30, 2024
CONTRACT COMMODITY/SERVICE: <i>(include contracting entity if cooperative)</i>	Software and Support for Academic Credit Recovery
CONTRACT NUMBER:	2158A
COMMODITY CODE:	924.16
CONTRACT PERIOD:	July 1, 2024 through June 30, 2025
RENEWAL OPTIONS:	One (1) one-year renewal option through 2026
USER DEPARTMENT:	Schools
Contact Name:	Kennedy Venaglia
Phone Number:	804-652-3640
Email Address:	Kmwilliams3@henrico.k12.va.us
HENRICO COOPERATIVE TERMS INCLUDED:	Yes
SUPPLIER: Name:	Imagine Learning, LLC
Address:	8860 East Chaparral Road; Suite 100
City, State:	Scottsdale, AZ 85250
Contact Name:	Jonathan Brown
Phone Number:	804-467-5962
Email address:	Jonathan.brown@imaginelearning.com
ORACLE SUPPLIER NUMBER:	565499
BUSINESS CATEGORY:	Non-Swam
PAYMENT TERMS:	Net 45
DELIVERY:	As needed and requested
FOB:	Destination
BUYER: Name:	Eileen M. Falcone CPPB
Title:	Procurement Manager
Phone:	804-501-5637
Email:	Fal51@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. 2158A
See Attachment 1**



COMMONWEALTH OF VIRGINIA
COUNTY OF HENRICO

DEPARTMENT OF FINANCE
OSCAR KNOTT, CPP, CPPD, VCO
PURCHASING DIRECTOR

Contract 2158A

First Amendment

First Amendment to Contract 2158A (this "First Amendment") dated August 25, 2022, between the County School Board of Henrico County, Virginia ("**HCPS**") and Imagine Learning LLC, amends the Agreement between HCPS and Edgenuity, Inc. ("Original Vendor"), dated September 8, 2021 (the "**Agreement**").

Background

Pursuant to the Agreement, Original Vendor agrees to supply the County with Software and Support for Academic Credit Recovery for Henrico County Public Schools.

Effective January 1, 2022, Original Vendor joined with Imagine Learning LLC under the new name Imagine Learning LLC.

Imagine Learning LLC represents and warrants to HCPS that it alone has assumed all the Original Vendor's **rights, obligations, and liabilities originally belonging to the Original Vendor** under the Agreement and is willing and able to perform the Agreement.

HCPS and Imagine Learning LLC wish to amend the Agreement to reflect that Imagine Learning, LLC will now perform the Agreement.

Accordingly, the parties agree to amend the Agreement as follows:

Agreement

1. The Agreement is between Imagine Learning LLC, a Delaware limited liability company, and the County School Board of Henrico County, Virginia.
2. Original Vendor's **rights, obligations, and liabilities under the Agreement** belong to Imagine Learning LLC, and Imagine Learning LLC shall replace Original Vendor throughout the Agreement.

All other provisions of the Agreement remain in full force and effect.

This First Amendment shall be effective upon its execution by the parties.

To evidence the parties' agreement to this First Amendment, each party has signed it on the date stated under that party's name.

Imagine Learning LLC
8860 East Chaparral Road, Suite 100
Scottsdale, AZ 85250

DocuSigned by:
David Alderslade
Signature _____
0D02207302DE49E...

David Alderslade

Printed Name _____

Printed Title **EVP, CFO**

Date **8/25/2022**

County School Board of Henrico County, Virginia
406 Dabbs House Road
Henrico, VA 23223

Digitally signed by Oscar Knott
DN: CN = Oscar Knott email =
knott08@henrico.us, C = US, O = County
of Henrico, Virginia, OU = Department of
Finance - Purchasing Division
Date: 2022.09.06 12:18:09 -0400
Oscar Knott
Signature _____

Oscar Knott, CPP, CPPO, VCO
Purchasing Director

Date **September 6, 2022**

**Approved as to form by
Assistant County Attorney**

[Signature]
9-1-22

ATTACHMENT 1

Pricing

	Annual cost	Description
Middle Schools grades 6-8	\$76 per student	\$76 per student, reusable enrollment
High Schools per student grades 9-12	\$78.35 per student	\$78.75 per student, reusable enrollment
High Schools per site	\$14,800	Unlimited site license
High Schools – District price	\$133,200	Unlimited site license for all High School locations
Homebound Students	\$250 per student, per semester enrollment	\$250 per student, per semester enrollment
2 days of training for 20-25 site supervisors/coordinators on program implementation (train the trainer)	\$7,000	\$3,500 per day

- Includes access to all comprehensive content and course versions listed on the Virginia Course List (Appendix A of proposal), including Enhanced CTE*, for students in grades 6-12.
 - Excludes eDynamic Learning and Purpose Prep. No Third Party Electives included in pricing.
 - Homebound Students – Includes all Math, ELA, Science Social Studies, General Electives, AP, VT, Edgenuity Career Electives, and World Languages.
- *Reusable enrollment – allows access for students to one course for the length of the semester or year. If a student completes the course, the reusable license can then be assigned to another student for any course offered.

ITEM	
Thin Common Cartridge Integration – one time setup fee	\$10,000

Professional Development

A variety of professional development options are available to support the implementation, as outlined in the following section. Edgenuity Help Center resources, step-by-step guides best practice information, and ongoing customer/technical support is included at **no additional cost**. Training can be purchased at any time throughout the implementation, as follows:

ITEM	Unit Price
Onsite training day <ul style="list-style-type: none">Approximately six hours; up to 25 participants	\$3,500 per day+
Virtual/Web training sessions <ul style="list-style-type: none">Approximately two hours; up to 15 participants	\$750 per session
Virtual Hybrid Webinar Series <ul style="list-style-type: none">Five-session webinar series; up to 50 participants	\$3,570 each
Add-On: KnowlEdge Academy <ul style="list-style-type: none">Access to asynchronous professional learning courses. Must be purchased per site and with a PD offering	\$1,000 per site
Add-On: KnowlEdge Academy Premium <ul style="list-style-type: none">Access to asynchronous professional learning courses. Must be purchased per site and with a PD offering	\$3,000 per site

+Bundled options are available: pricing can be provided upon request

New Anti-Racism Course from Point Made Learning and the new Plagiarism Checker are available as optional add-ons. Cost may be provided upon request.



COMMONWEALTH OF VIRGINIA
County of Henrico

**Non-Professional Services Contract
Contract No. 2158A**

This Non-Professional Services Contract (this "Contract") entered into this 8th day of September 2021, by Edgenuity 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. 21-2158-4EMF (the "Request for Proposals"), for "Software and Support for Academic Credit Recovery".

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

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

COMPENSATION: The compensation HCPS will pay to the Contractor under this Contract shall be in accordance with Attachment 1.

CONTRACT TERM: The Contract term shall be for a period beginning September 8th, 2021 and ending June 30, 2022. HCPS may renew the Contract for up to four (4) one-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. License Agreement Addendum (Exhibit A);
3. Data Security Agreement (Exhibit B);
4. The Negotiated Modifications (Exhibit C);
5. The Contractor's Third party Terms and Conditions (Exhibit D);
6. The General Terms and Conditions included in the Request for Proposals;
7. Contractor's Best and Final Offer dated, 2021 (Exhibit E);
8. Contractor's Original Proposal dated April 05, 2021 (Exhibit F); and
9. 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.

Edgenuity Inc.
8860 East Chaparral Road; Suite 100
Scottsdale, AZ 85250

County School Board of Henrico County, Virginia
406 Dabbs House Road
Henrico, VA 23223

DocuSigned by:

David Alderslade

Signature

Oscar Knott

Signature

Digitally signed by Oscar Knott
DN: CN = Oscar Knott email = kno008@henrico.us C = US O = County
of Henrico, VA OU = Department of Finance - Purchasing Division
Date: 2021.09.09 11:06:02 -05'00'

David Alderslade - Executive Vice President, CFO

Printed Name and Title

Oscar Knott, CPP, CPPO, VCO
Purchasing Director

9/8/2021

Date

9/9/21

Date

APPROVED AS TO FORM

Shepard Brown 9-9-21

ASSISTANT COUNTY ATTORNEY

**EXHIBIT A
ATTACHMENT F
LICENSE AGREEMENT ADDENDUM**

The County School Board of Henrico County, Virginia (the "**County**"), and Edgenuity Inc. ("**Supplier**"), a Arizona corporation, are this day entering into an agreement for Software and Support for Academic Credit Recovery(the "**Agreement**") and, for their mutual convenience, the parties are using the standard form contract ("Edgenuity's Standard Terms and Conditions last updated 2019.12.4") provided by Supplier ("**Contract**"). This License Agreement Addendum ("**LAA**"), duly signed by the County and Supplier (each a "**Party**"), is attached to and made a part of the Agreement and the Contract by incorporation, and with the Agreement governs the use of any and all software licensed by the County under the Agreement (the "**Software**") and this LAA.

As used in this LAA, the term "**Contract**" means the Supplier's standard form contract and any and all exhibits and attachments thereto. The term(s) "**Customer**", "**You**" or "**you**" as used in the Contract and this LAA, means, as applicable, the County, or any of their officers, directors, agents or employees.

Supplier represents and warrants that it is a Arizona corporation authorized to do in business in Virginia. If Supplier is not a U.S.-based entity, Supplier maintains a registered agent and a certification of authority to do business in Virginia.

Supplier's Contract is generally acceptable to the County, with the exceptions noted in this LAA below. Despite the general acceptability of the Contract, certain standard clauses may appear in, or be incorporated by reference into, the Contract that cannot be accepted by the County. In consideration of the convenience of using Supplier's standard form contract without the necessity of specifically negotiating a separate contract document, the Parties specifically agree that any of the following provisions contained in the Contract are deemed void and will not have any effect and will not be enforceable against any Customer, with the exception of any agreed upon modifications in Exhibit C (Negotiated Modifications):

1. Requiring the application of the law of any state other than the Commonwealth of Virginia in interpreting or enforcing the Contract or requiring or permitting that any dispute under the Contract be resolved in any court other than the state courts located in Henrico County, Virginia;
2. Requiring any total or partial compensation or payment for lost profit or liquidated damages by any Customer if the Contract is terminated before the end of its ordinary term;
3. Imposing any interest charge(s) contrary to that specified by § 2.2-4347 *et seq.* of the Code of Virginia;
4. Requiring the County to maintain any type of insurance for Supplier's benefit;
5. Granting Supplier a security interest in any property of the County;
6. Requiring the County to indemnify, defend, or to hold harmless Supplier or any other entity or person for any act or omission;
7. Limiting or adding to the time period within which claims can be made or actions can be brought (Reference Tit. 8.01 of the Code of Virginia);
8. Limiting selection and approval of counsel and approval of any settlement in any claim arising under the Contract and in which the County is a named party;
9. Binding the County to any arbitration or to the decision of any arbitration board, commission, panel or other entity;
10. Obligating the County to pay costs of collection or attorney's fees;
11. Requiring any dispute resolution procedure(s) other than those in accordance with § 2.2-4363 *et seq.* of the Code of Virginia;

12. Permitting Supplier to access any of the County's records or data, except pursuant to court order;
13. Permitting Supplier to use any information provided by the County except for Supplier's own internal administrative purposes;
14. Requiring the County to limit its rights or waive its remedies at law or in equity;
15. Bestowing any right, or incurring any obligation, that is beyond the duly granted authority of the undersigned representative of the County to bestow, or incur, on behalf of the County;
16. Establishing a presumption of severe or irreparable harm to Supplier by the actions or inactions of the County;
17. Limiting the liability of Supplier for property damage, death, or personal injury;
18. Permitting Supplier to assign, subcontract, delegate or otherwise convey the Contract, or any of its rights and obligations under the Contract, to any entity without the prior written consent of the County, except as set forth in paragraph 39 below;
19. Not complying with the contractual claims provision § 2.2-4363 of the Code of Virginia, which is also incorporated into this LAA and the Contract by reference;
20. Enforcing the United Nations Convention on Contracts for the International Sale of Goods and all other laws and international treaties or conventions relating to the sale of goods. They are expressly disclaimed. UCITA shall apply to the Contract only to the extent required by § 59.1-501.15 of the Code of Virginia;
21. Not complying with all applicable federal, state, and local laws, regulations, and ordinances;
22. Requiring that the County waive its sovereign immunity or its immunity;
23. Requiring that the County, which is tax exempt, be responsible for payment of any taxes, duties, or penalties;
24. Requiring or construing that any provision in this Contract conveys any rights or interest in the County's data to Supplier;
25. Requiring the use of foreign currency. The currency used for the Contract will be United States Dollars;
26. Obligating the County beyond approved and appropriated funding. All payment obligations from the County under the Contract are subject to receipt of necessary appropriations from the County's 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 Supplier. The County shall provide written notice to the Supplier as soon as possible after legislative action is completed. There will be no time limit for termination due to termination for lack of appropriations;
27. Permitting unilateral modification of the Contract by Supplier;
28. Permitting termination by Supplier of the Contract or the licenses granted pursuant to the Contract, or permitting suspension of services by Supplier, except pursuant to an order from a court of competent jurisdiction;
29. Requiring or stating that the terms of the Supplier's standard form contract will prevail over the terms of this LAA in the event of conflict;
30. Renewing or extending the Contract beyond the term set forth in the Agreement or automatically continuing the Contract period from term to term;
31. Requiring that the Contract be "accepted" or endorsed by the home office or by any other officer subsequent to signing by an official of the County before the Contract is considered in effect;
32. Delaying the acceptance of the Contract or its effective date beyond the date of signing;

33. Defining "perpetual" license rights to have any meaning other than license rights that exist in perpetuity unless otherwise terminated in accordance with the applicable provisions of the Contract;
34. Permitting modification or replacement of the Contract pursuant to any new release, update or upgrade of Software, or subsequent renewal of maintenance. If Supplier provides any update or upgrade subject to additional payment, the County will have the right to reject such update or upgrade;
35. Requiring the purchase of a new release, update, or upgrade of Software, or subsequent renewal of maintenance, in order for the County to receive or maintain the benefits of Supplier's indemnification of the County against any claims of infringement on any third-party intellectual property rights;
36. Prohibiting the County from transferring or assigning to any entity the Contract or any license to Software granted pursuant to the Contract;
37. Granting Supplier or an agent of Supplier the right to audit or examine the books, records, or accounts of the County; or

In addition to the provisions set forth above in this LAA, the Parties further agree as follows:

38. Supplier 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 granted under the Contract without violating or infringing any law, rule, regulation, copyright, patent, trade secret, or other proprietary right of any third party.
39. Supplier may assign all or any of its rights and obligations to a third party as a result of a merger or acquisition or sale of all or substantially all of its assets to the third party so long as Supplier's assignee agrees in writing to be bound by the terms and conditions set forth in the Contract, and provided the third party is a U.S.-based entity or maintains a registered agent and a certification of authority to do business in Virginia. Supplier may assign all or any of its rights and obligations to an affiliate of Supplier, provided Supplier remains liable for the affiliate's compliance with the terms and conditions set forth in this Contract
40. Supplier agrees to indemnify, defend and hold harmless the County of Henrico (including Henrico County Public Schools), the County's officers, agents and employees, from any claims, damages, suits, actions, liabilities and costs of any kind or nature, including attorneys' fees, to the extent the claim in any way relates to, arise out of or result from: (i) any negligent act, negligent omission, or intentional or willful conduct of any employee or subcontractor of Supplier, (ii) any breach of any representation, warranty or covenant of Supplier contained in the Contract and LAA, (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.
41. The County will only be liable to pay for Supplier's travel-related expenses, including transportation, meals, lodging and incidental expenses that have been authorized by the County in advance. The travel-related expenses will be reimbursable at the County's then-current per diem rates.
42. The County may require that Supplier personnel submit to a criminal background check prior to performance of any services under the Contract.
43. Payments for license fees, including subscription fees, and support services are only authorized to be made to the Supplier pursuant to the Contract.

Together with the Agreement, the Contract and this LAA constitute the entire agreement between the Parties and may not be waived or modified except by written agreement between the Parties.

[SIGNATURE PAGE(S) TO FOLLOW]

IN WITNESS WHEREOF, the Parties have caused this License Agreement Addendum to be duly executed as of the last date set forth below by the undersigned authorized representatives of the parties, intending thereby to be legally bound.

Edgenuity Inc.

DocuSigned by:
By: David Alderslade
(Signature) 1584113

Name: David Alderslade
(Print)

Title: Executive Vice President, CFO

Date: 9/8/2021

**County School Board of Henrico County,
Virginia**

Digitally signed by: Oscar Knott
DN: CN = Oscar Knott email = kno008@henrico.us, C = US, O = County of Henrico, VA, OU = Department of Finance - Purchasing Division
Date: 2021.09.09 11:06:39 -0500
By: Oscar Knott
(Signature)

Name: Oscar Knott
(Print)

Title: Purchasing Director

Date: 9/9/21

APPROVED AS TO FORM

Stephan Brown 9-9-21

ASSISTANT COUNTY ATTORNEY

Exhibit B
HENRICO COUNTY PUBLIC SCHOOLS
DATA SECURITY AGREEMENT

This Data Security Agreement ("Agreement") is agreed upon effective September ^{8th}____, 2021, by and between Edgenuity Inc. ("Vendor") and the County School Board of Henrico County, Virginia ("HCPS").

I. DEFINITIONS

- A. **HCPS Data:** HCPS Data is any and all data that HCPS has disclosed to Vendor. For the purposes of this Agreement, HCPS Data does not cease to be HCPS Data solely because it is transferred or transmitted beyond HCPS's immediate possession, custody, or control.
- B. **Data Breach:** The unauthorized access and acquisition of computerized data that materially compromises the security or confidentiality of confidential or sensitive personal information maintained by HCPS as part of a database of personal information regarding multiple individuals and that causes or HCPS reasonably believes has caused or will cause loss or injury to any HCPS constituent.
- C. **System:** An assembly of components that supports an operational role or accomplishes a specific objective. This may include a discrete set of information resources (network, server, computer, software, application, operating system or storage devices) organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.
- D. **Contract.** Shall mean the contract between Vendor and HCPS outlining the services to be provided.

II. DISCLOSURE OF HCPS DATA

- A. The Vendor shall not disclose HCPS Data in any manner that would constitute a violation of state or federal law or the terms of this agreement including, without limitation, by means of outsourcing, sharing, retransfer, or access, to any person or entity, except:
- B. Employees or agents who actually and legitimately need to access or use HCPS Data in the performance of Vendor's duties to HCPS;
- C. Such third parties, such as but not limited to, vendors, suppliers or subcontractors, but only after such third party has agreed in writing and in advance of any disclosure, to be bound by confidentiality terms at least as stringent as the terms of this Agreement; or
- D. Any other third party approved by HCPS in writing and in advance of any disclosure, but only to the extent of such approval.

- E. The Vendor may also store HCPS Data on servers housed in datacenters owned and operated by third parties, provided the third parties take reasonable precautions to protect the security and confidentiality of HCPS data.

III. USE OF, STORAGE OF, OR ACCESS TO HCPS DATA

- A. Vendor shall only use, store, or access HCPS data:
 - 1. In accordance with, and only to the extent permissible under the contract for services; and
 - 2. In full compliance with any and all applicable laws and regulations, only to the extent applicable to Vendor, including the Family Educational Rights and Privacy Act (FERPA); and
- B. Vendor agrees that the use, storage, and access to HCPS Data shall be performed with that degree of skill, care, and judgment customarily accepted as sound, quality, and professional practices. Vendor shall implement and maintain safeguards necessary to ensure the confidentiality, availability, and integrity of HCPS Data. Vendor shall also implement and maintain any safeguards required to be implemented by applicable state and federal laws and regulations.
- C. HCPS reserves the right to request security information reasonably necessary to ascertain HCPS's own compliance with state and federal data privacy laws.
- D. If Vendor becomes aware that HCPS Data may have been accessed, disclosed, or acquired without proper authorization and contrary to the terms of this Agreement or the Contract, Vendor shall use reasonable efforts to alert HCPS of any Data Breach within two business days, and shall immediately take such actions as may be necessary to preserve forensic evidence and eliminate the cause of the Data Breach. Vendor shall give highest priority to immediately correcting any Data Breach and shall devote such resources as may be required to accomplish that goal. Vendor shall provide HCPS information necessary to enable HCPS to fully understand the nature and scope of the Data Breach. Upon request, Vendor shall provide HCPS information about what Vendor has done or plans to do to mitigate any deleterious effect of the unauthorized use or disclosure of, or access to, HCPS Data. In the event that a Data Breach requires Vendor's assistance for mitigation, such assistance shall be provided at no cost to HCPS. HCPS may discontinue any services or products provided by Vendor and any payments to Vendor until HCPS, in its sole discretion, determines that the cause of the Data Breach has been sufficiently mitigated.
- E. If Vendor is served with any subpoena, discovery request, court order, or other legal request or command that calls for disclosure of any HCPS Data, Vendor shall promptly notify HCPS in writing and provide HCPS sufficient time to obtain a court order or take any other action HCPS deems necessary to prevent disclosure or otherwise protect HCPS Data. In such event, Vendor shall provide HCPS prompt and full assistance in HCPS's efforts to protect HCPS Data. Where

Vendor is prohibited by law from notifying HCPS of a legal request for HCPS Data, Vendor will comply with all applicable laws and regulations with respect to the requested HCPS Data.

- F. Upon expiration or termination of the Contract, Vendor shall ensure that no Data Breach occurs and shall follow HCPS's instructions as to the preservation, transfer, or destruction of HCPS Data. The method of destruction shall be accomplished by "purging" or "physical destruction", in accordance with National Institute of Standards and Technology (NIST) Special Publication 800-88. Upon request by HCPS, Vendor shall certify in writing to HCPS that return or destruction of data has been completed. Prior to such return or destruction, Vendor shall continue to protect HCPS Data in accordance with this Agreement.
- G. This Agreement shall survive the expiration or earlier termination of the Contract. However, upon expiration or termination of the Contract, either party may terminate this Agreement.

FOR HCPS:

FOR VENDOR: Edgenuity Inc.

John B. Wack

 Name
John B. Wack

 Signature
Chief Financial Officer

 Title
09/10/2021

 Date

David Alderslade

 Name
 DocuSigned by:
David Alderslade

 CC16A29988458413
 Signature
Executive Vice President, CFO

 Title
9/8/2021

 Date

APPROVED AS TO FORM

Alyson D Brown 9-9-21

ASSISTANT COUNTY ATTORNEY

EXHIBIT C
NEGOTIATED MODIFICATIONS TO
CONTRACT No. 2158A

These Negotiated Modifications are hereby incorporated into Contract 2158A (the "Contract") for "Software and Support for Academic Recovery" for Henrico County Public Schools as of the effective date of the Contract.

WHEREAS, HCPS and Edgenuity, Inc. desire to agree in writing to modify the final terms and conditions of the Contract.

THEREFORE, in consideration of the Recital set forth above and good in valuable consideration as set forth in the Contract, the parties agree that the General Contract Terms and Conditions included in the Request for Proposals are modified as follows as of the effective date of the Contract.

1. The following is added to the end of Sec. V.A – Annual Appropriations (page 11):
In the event of such termination, HCPS or the County shall pay contractor for all services performed through the date of termination.
2. The following replaces the text in Sec. V.N – Indemnification (page 13):
The Successful Offeror agrees to indemnify defend and hold harmless the County (including Henrico County Public Schools), and the County's officers, agents and employees from any third-party claims, damages, suits, actions, liabilities and direct costs of any kind or nature, including reasonable attorneys' fees, arising from or caused by the provision of any services or materials furnished (or made available) by the Successful Offeror under the Contract, provided that such liability is not attributable to the County's sole negligence.
3. The following replaces the text in Sec. V.R – Ownership of Deliverable and Related Products (page 14):
Reserved.
4. The following replaces the text in Sec. V.X – Termination of Contract (page 15):
Failure of the Successful Offeror to comply with any material section or part of the Contract will be considered grounds for immediate termination of the Contract by the County.
5. Contractor submits the added terms:
Notwithstanding anything to the contrary in the Request for Proposal, the parties agree to add the following terms from the Contractor's Standard Terms and Conditions:
 - Section 2 – License & Services;
 - Section 3 – Use of Subscription;
 - Section 4 – Warranties & Disclaimers;
 - Section 7 – Edgenuity Property;
 - Addendum for Instructional Services & Professional Development

Although the Contractor's entire Standard Terms and Conditions are attached hereto, only the provisions cited above are incorporated into the parties' agreement. All remaining provisions shall be ignored.



STANDARD TERMS AND CONDITIONS

These Terms and Conditions govern the provision of products and services as set forth in the applicable Edgenuity quote, customer-accepted proposal, or purchase order (collectively the "Quote," and with these Terms and Conditions, the "Agreement"). Edgenuity updates these Standard Terms from time-to-time, and posts the current version on its website at <http://www.edgenuity.com/edgenuity-standard-terms-and-conditions.pdf>.

1. DEFINITIONS.

- a. **Subscription** refers to Edgenuity's internet based learning management software as a service. The Subscription includes access to the **Licensed Material** (defined below) and **Third Party Services** found at <https://www.edgenuity.com/third-party-terms.pdf>.
- b. **Licensed Material** refers to the Edgenuity products and services specified in the Quote or other agreement, which may include Edgenuity Courseware, audio, video and other content, curriculum, documentation and software including applets and animations.
- c. **Professional Development** refers to all implementation planning, program design, administrative and instructional training, consulting and coaching for education professionals provided by Edgenuity as described in the applicable Quote. Professional Development services are also subject to the additional terms contained in the attached Addendum.
- d. **Instructional Services** refers to services provided by Edgenuity including student access to teachers and coaches, the development and implementation of policies and procedures for purposes of improving student outcomes, and other services as stated in the applicable Quote. Instructional Services are also subject to the additional terms contained in the attached Addendum.

2. LICENSE and SERVICES.

- a. **License.** Edgenuity grants Customer a non-exclusive, non-transferable license to access and use Licensed Material for internal educational and training purposes solely for the Subscription as set forth in the Quote. This Agreement provides only Customer and Customer's specifically authorized instructors, administrators, students and parents ("End Users") access to and use of the Subscription solely for internal education- and training-related purposes. License and Service types are listed below:
 - i. **Concurrent License** - provides access to software throughout the Term by all authorized Users based on the number of simultaneous licenses purchased. Total number of users accessing program simultaneous cannot exceed total quantity of licenses purchased.
 - ii. **Reusable License** - provides access to software throughout the Term by all authorized users based on the number of semester course enrollments purchased. Once a course enrollment is disabled or completed, the enrollment license can be reused for that student or another student throughout the contract period.
 - iii. **Single User** - available to a single User identified by name and designated as the sole Student User of the specific license throughout the Term. Licenses cannot be transferred to another User.
 - iv. **Site License** - provides access to software throughout the Term by all authorized Users located in the specific physical site identified on the Price Quote. Must be a traditional brick and mortar educational institution that provides educational services to students at a common physical location. Not available for virtual schools.
 - v. **Virtual School** - a Customer that is (a) a private school licensed by the applicable state where students do not meet physically regularly for learning but where there is a teacher of record available to students enrolled at the institution and much of the learning takes place over the Internet with regular assistance or guidance from the teacher of record or (b) a private tutoring provider that makes available personal attention to each student clients enrolled in a program by faculty of tutoring provider and such services are the primary purpose of enrollment by students Clients; or (c) a public program implemented by School District where students do not meet physically regularly for learning but where there is a teacher of record available to students enrolled at the institution and much of the learning takes place over the Internet with regular assistance or guidance from the teacher of record regularly for learning; and (d) with respect to (a), (b), and (c) a Virtual School is not school that sells licenses or access to Software on a standalone bases or sells license or access to Software to students not actively enrolled in and participating in learning services provided by the private school or tutoring provider.

Licenses are available to access software throughout the Term by authorized Users not to exceed specific quantities stated on Price Quote.

- b. **Services.** If set forth in the Quote, Edgenuity will also provide Professional Development and/or Instructional Services, subject to the additional terms and conditions attached hereto as the Addendum for Instructional Services and Professional Development. Customer's access to any Professional Development or Instructional Services will expire at the end of the Term set forth in the applicable Quote, or if the Subscription is terminated for any reason.
- c. **Edgenuity Technical and Customer Support.** Edgenuity will provide technical and customer support for the Service. Technical support includes system updates and enhancements when generally made available and pushed per Edgenuity's regularly scheduled maintenance. Information on customer support and technical requirements is found at <https://www.edgenuity.com/support/customer-support/>.

3. USE OF SUBSCRIPTION.

- a. **Customer Data and Student Data.** All data and materials uploaded or entered during use of the Subscription by Customer, including student information and student records, remain the property of Customer ("**Customer Data**"). All student-generated content and personally identifiable information about any students ("**Student Data**") shall remain the property of the student, or of the parent or legal guardian of the student. Customer represents and warrants that it has appropriate rights to any Customer Data and Student Data. Customer grants Edgenuity the right to use the Customer Data and Student Data solely for purposes of performing under this Agreement. Students (or Parents or legal

guardians of the Student), retain ownership and control of all Student Data that is provided or accessed through Edgenuity's course, and ownership of such Student Data never passes to Edgenuity. During the term of this Agreement, Customer may export Customer Data and Student Data to the extent allowed by the functionality within the Subscription. For training and demonstration purposes, Edgenuity may use and share Customer Data and Student Data, but will share only with supervisors, instructors and other Customer employees who have appropriate authorization.

- b. **Customer Responsibilities.** Customer must (i) keep its passwords secure and confidential; (ii) be solely responsible for Customer Data and all activity in its account; (iii) use commercially reasonable efforts to prevent unauthorized access to its account and notify Edgenuity promptly of any such unauthorized access; and (iv) use the Subscription as described in Edgenuity's written technical guides. Customer authorizes its integrators or other third party vendors and Edgenuity to conduct initial setup and to allow continued access to the Subscription for the sole benefit of Customer. Customer may provide Edgenuity the name and contact information for all third parties authorized by Customer, or necessary for Customer to use the Subscription. Customer is solely responsible for ensuring compliance by its authorized integrators or other third party vendor(s) with all federal, state and local privacy laws and regulations. **EDGENUITY HEREBY DISCLAIMS FOR ALL PURPOSES AND CIRCUMSTANCES ANY RESPONSIBILITY OR LIABILITY FOR USE OF THE PRODUCTS INCLUDING THE CUSTOMIZATION THEREOF.**

4. WARRANTIES and DISCLAIMERS.

- a. **Compliance Warranty & Privacy Policy.** Edgenuity will comply with, and will cause each of its employees, agents, and contractors to comply with, all state, federal and municipal laws and regulations applicable to its performance under this Agreement ("Applicable Laws"), including without limitation the Family Educational Rights and Privacy Act ("FERPA"), and the Children's Online Privacy Protection Act ("COPPA"). Edgenuity's Privacy Policy, which is incorporated by reference into these terms and conditions, contains additional terms regarding Edgenuity's use of and commitment to safeguarding Student Data, and compliance with other student privacy laws. Customers and End Users can find Edgenuity's privacy policy at <http://www.edgenuity.com/Information/Privacy/>. Customer is responsible for providing notice of its own privacy policy to parents of its student and for obtaining any necessary parental consents for students to use the Subscription as may be required by Applicable Law.
 - b. **Professional Development and Instructional Services Warranty.** Edgenuity warrants that it will provide Professional Development and/or Instructional Services in a professional and competent manner consistent with the terms of this Agreement and under generally accepted industry standards.
 - c. **Edgenuity Service Warranty.** Edgenuity warrants that it will make commercially reasonable efforts to maintain the online availability of the Subscription. CUSTOMER'S EXCLUSIVE REMEDY AND EDGENUITY'S ENTIRE LIABILITY UNDER THIS WARRANTY WILL BE FOR EDGENUITY TO REPAIR THE NON-CONFORMING SERVICE, OR IF EDGENUITY CANNOT MAKE SUCH REPAIR WITHIN A REASONABLE PERIOD OF TIME, THEN EDGENUITY MAY TERMINATE ACCESS TO THE SUBSCRIPTION AND REFUND A PORTION OF THE FEE.
 - d. **DISCLAIMERS.** THE SUBSCRIPTION IS PROVIDED "AS IS" AND WITH ALL FAULTS. EXCEPT FOR THE ABOVE WARRANTIES, THE SUBSCRIPTION AND ANY PROFESSIONAL DEVELOPMENT AND INSTRUCTIONAL SERVICES ARE PROVIDED ON AN "AS-IS" AND "WHEN AVAILABLE" BASIS. EDGENUITY EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES CONCERNING THE SUBSCRIPTION AND SERVICES TO THE EXTENT ALLOWED BY LAW, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THERE IS NO WARRANTY THAT THE OPERATION OR CONNECTIVITY OF THE SUBSCRIPTION WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT THE SUBSCRIPTION WILL BE FREE OF ALL POSSIBLE METHODS OF UNAUTHORIZED ACCESS, ATTACK, OR INTRUSION.
5. **PAYMENT, INVOICING AND TAXES.** Unless otherwise provided in the Quote, Customer will pay the amount of each invoice net 30 days after the invoice date. Except to the extent that Customer provides Edgenuity with a valid tax exemption certificate authorized by the appropriate taxing authority, Customer must pay any taxes, impositions, or other charges imposed or levied by any governmental authority, including any sales, use, value-added, or withholding taxes, in connection with the Quote, excluding Edgenuity income and payroll taxes.

6. MUTUAL CONFIDENTIALITY.

- a. **Definition of Confidential Information.** Confidential Information means all non-public information including Personally Identifiable Information ("PII") as defined by Applicable Law, disclosed by a party ("Discloser") to the other party ("Recipient"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure ("Confidential Information"). Edgenuity's Confidential Information includes without limitation the Service, its user interface design and layout, pricing information, and the Licensed Material.
- b. **Protection of Confidential Information.** The Recipient must use the same degree of care that it uses to protect the confidentiality of its own confidential information (but in no event less than reasonable care) not to disclose or use any Confidential Information of the Discloser for any purpose outside the scope of this Agreement. The Recipient must make commercially reasonable efforts to limit access to Confidential Information of Discloser to those of its employees and contractors who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with Recipient no less restrictive than the confidentiality terms of this Agreement.
- c. **Exclusions.** Confidential Information excludes information that: (i) is or becomes generally known to the public without breach of any obligation owed to Discloser; (ii) was known to the Recipient before its disclosure by the Discloser without breach of any obligation owed to the Discloser; (iii) is received from a third party without breach of any obligation owed to Discloser; or (iv) was independently developed by the Recipient without use or access to the Confidential Information. The Recipient may disclose Confidential Information to the extent required by law or court order, but will provide Discloser with advance written notice to seek a protective order.

7. EDGENUITY PROPERTY.

- a. **Reservation of Rights.** The content, documentation, software, workflow processes, user interface, designs, know-how and other items provided by Edgenuity as part of the Subscription, any Instructional Services or Professional Development, or in response to Customer requests for customized content are the proprietary property of Edgenuity and its licensors, and all right, title and interest in and to such items, including all associated intellectual property rights, remain only with Edgenuity and its licensors. Customer may not remove or modify any proprietary marking or restrictive legends in the Edgenuity Courseware. Edgenuity reserves all rights unless expressly granted in this Agreement.
- b. **Restrictions.** Customer may not (i) sell, resell, rent or lease the access to the Subscription or use it in a service provider capacity; (ii) use the Subscription to store or transmit infringing, unsolicited marketing emails, libelous, or otherwise objectionable, unlawful or tortious material, or to store or transmit material in violation of third-party rights; (iii) interfere with or disrupt the integrity or performance of the Subscription or attempt to gain unauthorized access to the Subscription or its related systems or networks; (iv) use the Subscription for other than internal Customer educational purposes; (v) reproduce, frame, mirror, modify, translate, enhance, decompile, disassemble, copy, download or reverse engineer the Subscription or modify, create derivative works based on the Subscription; or (vi) access the Subscription to build a competitive service or product, or copy any feature, function or graphic for competitive purposes.

8. TERM AND TERMINATION.

- a. **Term.** The Term of this Agreement and Customer's access to the Subscription, Services, and any instructional Services or Professional Development services will continue for the period indicated on the applicable Quote, unless terminated by Edgenuity for material breach. The term of the Agreement begins and ends on the effective dates stated in the Price Quote for Services ("Term") and Customer only has the right to use the Products and/or Service during the Term. The Term may be extended for an additional one (1) year renewal term (or other duration stated in the invoice) upon Edgenuity's issuance of an invoice for extension and either: (a) payment for such invoice by Customer or (b) Customer's continued accessing and use of the Products and/or Service.
- b. **Funding-Out Clause.** If Customer is a governmental entity receiving federal funds, Customer's payment obligation may be conditioned upon the availability of funds that are appropriated or allocated by the applicable government agency. If funds are not allocated, Customer may terminate this Agreement at the end of the period for which funds are available. Customer must notify Edgenuity in writing within thirty (30) calendar days before termination. Upon termination, Edgenuity will be entitled to a pro-rata portion of the fees for Service performed up to the date of termination.
- c. **Non-payment of Fees.** Edgenuity may terminate the Agreement and access to the Subscription in a Quote within ten (10) days after Customer receipt of a notice of non-payment of amounts owed under that Quote.
- d. **Mutual Termination for Material Breach.** Except for 7(b), if either party is in material breach of this Agreement, the non-breaching party may terminate this Agreement at the end of a written thirty (30) calendar day notice and cure period, if the breach has not been cured.
- e. **Access to and Return of Customer Data and Student Data.** For a period of up to sixty (60) days after termination, upon request, Edgenuity will make the Subscription available for Customer to access and export Customer Data and Student Data. Alternately, Customer may submit a written request to Edgenuity up to sixty (60) days after termination, to request the deletion of Student Data (other than anonymized or de-identified data that may be retained pursuant to Edgenuity's Privacy Policy).
- f. **Suspension for Violations of Law.** Edgenuity may temporarily suspend the Subscription or remove the applicable Customer Data, or both, if it in good faith believes that, as part of using the Subscription, Customer has violated a law. Edgenuity will attempt to contact Customer in advance.
- g. **Return or Destroy Edgenuity Materials Upon Termination.** Within sixty (60) days after expiration or termination of this Agreement for any reason, upon request, Customer agrees to return, delete or destroy all proprietary Edgenuity materials provided by Edgenuity. Customer will confirm its compliance with this destruction or return requirement in writing upon request of Edgenuity.

9. LIABILITY LIMIT.

- a. **EXCLUSION OF INDIRECT DAMAGES.** EDGENUITY IS NOT LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, COSTS OF DELAY; LOSS OF DATA, RECORDS OR INFORMATION; AND LOST PROFITS), EVEN IF IT KNOWS OF THE POSSIBILITY OF SUCH DAMAGE OR LOSS.
- b. **TOTAL LIMIT ON LIABILITY.** EDGENUITY'S TOTAL LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT, TORT OR OTHERWISE) DOES NOT EXCEED THE AMOUNT PAID BY CUSTOMER WITHIN THE 12-MONTH PERIOD BEFORE THE EVENT THAT GAVE RISE TO THE LIABILITY.

10. INDEMNITY.

- a. Edgenuity will defend or settle any third party claim against Customer to the extent that such claim alleges that Edgenuity technology used to provide the Subscription violates a copyright, patent, trademark or other intellectual property right. Customer must promptly notify Edgenuity of any such claim in writing, cooperates with Edgenuity in the defense, and allow Edgenuity solely to control the defense or settlement of the claim. If such a claim appears likely, then Edgenuity may modify the Subscription, procure the necessary rights, or replace the infringing part of the Subscription with a functional equivalent. If Edgenuity determines that none of these are reasonably available, then Edgenuity may terminate the Subscription and refund any prepaid and unused fees. Edgenuity has no obligation for any claim, in whole or in part, arising from information, items or technology not provided by Edgenuity or for any third party services not owned by Edgenuity. THIS SECTION CONTAINS CUSTOMER'S EXCLUSIVE REMEDIES AND EDGENUITY'S SOLE LIABILITY FOR INTELLECTUAL PROPERTY INFRINGEMENT CLAIMS.
- b. To the extent permitted under Applicable Law, each party will defend, indemnify and hold harmless the other party from and against any third party claims, injuries, losses, damages, settlements, penalties, fines, costs, or expenses (including reasonable attorneys' fees) that arise

from or relate to (i) the indemnifying party's negligence, misconduct or breach of this Agreement; and (ii) an indemnifying party's violation of Applicable Law.

11. OTHER TERMS.

- a. **Governing Law.** If Customer is a public school or district or other state or municipal governmental agency, this Agreement will be governed by the laws of the state where the Customer resides, excluding any conflict of law principles. Otherwise, this Agreement will be governed by the laws of the state of Arizona.
- b. **Entire Agreement and Changes.** These Terms and Conditions (and any Attachments) and the Quote constitute the entire agreement between the parties and supersede any prior or contemporaneous negotiations or agreements, whether oral or written, related to this subject matter. The Parties may modify this Agreement only by written agreement signed by both parties.
- c. **No Assignment.** Neither party may assign or transfer this Agreement or a Quote to a third party, except that this Agreement with all Quotes may be assigned, without the consent of the other party, as part of a merger or sale of all or substantially all the assets of a party.
- d. **Independent Contractors.** The parties to this Agreement are independent contractors, and this Agreement does not create any partnership, joint venture, employment, franchise, or agency between the parties. Neither party will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent.
- e. **Feedback.** By submitting ideas, suggestions or feedback to Edgenuity regarding the Subscription, Customer agrees that items submitted do not contain confidential or proprietary information; and Customer grants Edgenuity an irrevocable, unlimited, royalty-free and fully-paid perpetual license to use such items for any business purpose.
- f. **Enforceability and Force Majeure.** If any term of this Agreement is invalid or unenforceable, the other terms remain in effect. Except for the payment of fees, neither party is liable for events beyond its reasonable control, including, without limitation force majeure events, failure of Internet services, any third party service and telecommunications services.
- g. **Money Damages Insufficient.** Any breach by a party of this Agreement or violation of the other party's intellectual property rights could cause irreparable injury or harm to the other party. The other party may seek a court order to stop any breach or avoid any future breach.
- h. **No Additional Terms and Order of Precedence.** This Agreement supersedes any additional or conflicting terms of any Customer form-purchasing document. If there is an inconsistency between these Terms and Conditions and any Quote, the Quote will prevail only with respect to pricing, duration and service specific terms.
- i. **Survival of Terms.** Sections 5 through 10, 11(a) (e) (g) (h) and (i) shall survive termination of this Agreement.

Addendum for Instructional Services & Professional Development

1. **APPLICABILITY.** These additional terms and conditions apply if the Quote includes the purchase of Instructional or Professional Development Services from Edgenuity. In the event of a conflict between these additional terms and the Edgenuity Standard Terms and Conditions, these additional terms shall control, but solely with respect to the provision of Instructional and/or Professional Development Services.
2. **CUSTOMER LIAISON.** Customer will designate an individual to serve as its primary liaison to Edgenuity for all communications related to the provision of Instructional and Professional Development Services, setting up access for End Users, and use of the Subscription.
3. **HOURS OF AVAILABILITY.** Edgenuity Instructional and Professional Development Services will be available during the business hours specified by Edgenuity, or if Customer requires Instructional Services for certain times or additional hours, such requirements must be specified in the Quote prior to the beginning of the Subscription. Requests for access to Instructional or Professional Development Services not already provided for in the Quote must be made or approved by the Customer Liaison, and may result in additional charges.
4. **NO GUARANTY OF OUTCOMES.** Edgenuity cannot make any guarantees, representations or warranties as to any student, teacher, or other End User outcomes or results from the Instructional or Professional Development Services.
5. **INSTRUCTIONAL SERVICES.** If specified in the Quote, Edgenuity will provide virtual access to teachers or coaches (or both) (“Edgenuity Instructors”) who are hired, trained, supervised, and paid by Edgenuity, and who will assist in the virtual delivery of the Licensed Material to students and their use of the Subscription (the “Virtual Programs”). Customer is responsible for (a) providing secure internet access for End Users to use the Virtual Programs; (b) all day-to-day management of the Virtual Programs, subject in all cases to compliance with Applicable Law and Customer policies; (c) obtaining all necessary consents for the provision of Instructional Services where they will involve direct contact between Edgenuity Instructors and students and parents; (d) determining appropriate student courses and verifying student schedules; (e) monitoring student attendance and ensuring compliance with applicable state requirements; and (f) assisting students not making adequate progress.
 - a. **Instructor Requirements.** Customer shall be responsible for advising Edgenuity of any special certification, training, background checks, insurance, fingerprinting or similar requirements for the Edgenuity Instructors as may be imposed by Applicable Law (“Instructor Requirements”). Edgenuity shall be solely responsible for all decisions regarding hiring, supervision, discipline, and dismissal of Edgenuity Instructors, and for ensuring that all Edgenuity Instructors meet and comply with Instructor Requirements.
 - b. **Exceptional Student Services.** If Customer is a public entity receiving federal funds, Customer is considered the “Local Educational Agency,” or LEA, as that term is defined by Applicable Law, and Customer is solely responsible for the provision of any special education services. Edgenuity’s services do not include (i) providing special education services; (ii) creating, implementing or providing Individualized Education Programs (IEP); (iii) providing reasonable accommodations or any services to insure compliance with the Individuals with Disabilities Education Act (IDEA), the Americans with Disabilities Act (ADA), section 504 of the Rehabilitation Act, or any other Applicable Law. Notwithstanding the foregoing, Edgenuity will discuss, formulate and make reasonable adjustments and accommodations in furtherance of student IEPs or reasonable accommodations established by Customer, provided that Customer provides necessary IEPs and section 504 documentation to Edgenuity. Customer shall be solely responsible for the costs of any required adjustments or accommodations.
 - c. **State Testing.** Customer is responsible for providing appropriate accommodations for the administration of any state-mandated standardized testing by End Users. Customer is also responsible for receiving, distributing, administering, proctoring and returning all state mandated standardized tests under applicable state law, policies and procedures.
 - d. **Reporting and Withdrawal of Students/End Users.** Where reporting of student results is required by Applicable Law, Customer shall be responsible for insuring the accuracy and completeness of student information used, relied upon, or reported by Edgenuity in providing the Instructional Services, and shall promptly notify Edgenuity if any student information needs to be corrected or updated. Upon notice to Customer, Edgenuity reserves the right to withdraw End User access for students who fail to take required tests or maintain adequate progress.
6. **PROFESSIONAL DEVELOPMENT SERVICES.** If included in the Quote, Edgenuity may also provide Professional Development Services, (“PD Services”) which may include training and instruction to Customer’s instructors and administrators on the implementation and use of the Subscription, curriculum workshops, use of student information to monitor progress, and other related topics as may be specified in the Quote. Customer shall be solely responsible for providing necessary equipment and secure internet access to facilitate the PD Services, and for scheduling the PD Services at least two (2) weeks in advance.
 - a. **Charges for PD Services.** Before delivering Professional Development Services, Edgenuity must receive a signed Quote specifying the number of hours included and the cost of the services provided, and all necessary setup and implementation services required to demonstrate and use the Subscription must be completed. PD Services will be available for use by Customer only during the Term of the Subscription. PD Services purchased but not scheduled and delivered within the first year of the Term may be forfeited without notice. If there are any changes or cancellations of PD services less than 72 hours prior to the scheduled delivery date, Customer agrees to reimburse Edgenuity for travel and other out-of-pocket expenses incurred. The Parties must document in writing and sign any grace periods or extension of time for delivery of PD Services.
 - b. **Use of Customer’s Facilities.** If Edgenuity will be providing any PD Services at Customer’s premises, Customer shall advise Edgenuity in advance of any Instructor Requirements for Edgenuity personnel, and Edgenuity will be responsible for insuring that all Professional Development personnel meet and comply with all such requirements.
7. **NO UNAUTHORIZED RECORDING OR REPRODUCTION.** All content delivered by Edgenuity as part of Instructional or PD Services are the property of Edgenuity, and customer may not record, reproduce or copy such content without Edgenuity’s express written authorization.

EXHIBIT D

THIRD PARTY TERMS

1. **Third Party Services** refer to web based software, content or services licensed by Edgenuity from a third party for use by Edgenuity for the Subscription or Hardware. Customer's use of Third Party Services may be subject to additional terms from the third parties, some of which are listed below or can be found at the web links indicated:
 - a. **ExploreLearning.** Access to and use of any ExploreLearning *Gizmos* (Gizmos) provided by Edgenuity are governed by the following additional terms: (i) Neither Customer nor any of its users are authorized to access or use any Gizmos, except: (a) users who are students and who are authorized by Customer to access and use the Service that includes or incorporates the Gizmos; and (b) users who are teachers of those same students, provided that such teachers may use the Gizmos only for the purposes of assigning and managing assignments for those students; (ii) A Gizmo may only be used in connection with the Service with which that particular Gizmo has been provided, and may not be used in connection with any other class, program, application, or software; and (iii) Customer understands and agrees that any access to or use of any Gizmo provided by Edgenuity by Customer or any of its users in contravention of the foregoing terms constitutes a material breach of the Agreement, and that if Customer desires to use a Gizmo in a manner that is not authorized by the Agreement, it is solely the responsibility of Customer (and not of Edgenuity) to obtain authorization for such use from the appropriate third party.
 - b. **Education Testing Services (ETS) e-rater® Scoring Service.** If the Agreement includes any ETS services, Customer agrees as follows: (i) the score and/or feedback received from the e-rater® technology should be considered as one piece of evidence about a student's writing ability. When a score from the e-rater® engine is being used for an important decision about a student's performance, instructors should review and evaluate the score and/or feedback to ensure that the appropriate decision about placement or performance has been made; (ii) the user understands and agrees that the Scoring Service may not be used for any other purpose, or provided to any other party, than as described herein. As permitted under state or federal law, user shall indemnify and hold Edgenuity and/or Educational Testing Service (ETS) harmless from any and all claims arising out of the use of the Scoring Service or use of the scores and/or feedback to determine placement of, or grades for students, or any other purpose; (iii) THE E-RATER® SCORING SERVICE (SCORE AND GRAMMAR CHECKING FEATURE) PROVIDED BY ETS IS PROVIDED "AS-IS", WITHOUT WARRANTIES OF ANY KIND AND ETS DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE E-RATER® SCORING SERVICE, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF NON-INFRINGEMENT, TITLE, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL ETS BE LIABLE TO CLIENT OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, PUNITIVE, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE THIRD PARTY PRODUCTS, EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES; and (iv) with regard to essays submitted to the site, you (Customer) hereby grant to ETS a non-exclusive, royalty-free, world-wide, irrevocable license to reproduce, transmit, display, disclose, archive and otherwise use any such files you submit to the site for the purposes of scoring and providing feedback. ETS will not retain any personally identifiable information that may be associated with the essays. This license shall survive the termination of any license granted herein to ETS but in no event longer than 18 months. Any cessation of use of the site shall not result in the termination of any license you grant herein to ETS. Nothing herein shall preclude ETS from using information independently created by ETS.
 - c. **Other Third Party Information.** (i) CKEditor (© 2003-2013 CKSource – Frederico Knabben, all rights reserved), is a third party software text editor, licensed pursuant to the CKEditor Enterprise OEM License 2.3.2 and the GNU Lesser General Public License Version 3 ("LGPL"), available at <http://www.gnu.org/licenses/gpl.html>; (ii) SSHNET (© 2010 RENCI, all rights reserved), is a third party secure connectivity software tool, licensed pursuant to the terms found at <https://sshnet.codeplex.com/license>; (iii) Agilix Labs, Inc.'s xLi platform, (© Agilix Labs, Inc., all rights reserved), is distributed with other licensed third party components under the MIT License and/or the Apache License found at <https://jquery.org/license/> and <https://github.com/mathjax/MathJax/blob/master/LICENSE>.
2. **Hardware** refers to any equipment with any pre-installed software marketed or supplied by Edgenuity and identified on a Quote. Edgenuity is not the manufacturer of Hardware and it is provided subject to the separate sale terms provided by the manufacturer (including without limitation, return and exchange terms). Customer grants Edgenuity permission to provide remote technical support for setup and diagnostic purposes for any Hardware if required. Customer owns the Hardware and has a license to any pre-installed software, subject to the applicable license agreement. During the term of this Agreement, if Customer modifies Hardware in any way, it may void the manufacturer's warranty. Upon expiration or termination of the Agreement, Edgenuity will remotely remove all Edgenuity content and software from the Hardware.
3. **DISCLAIMERS.** ALL THIRD PARTY SERVICES AND HARDWARE ARE PROVIDED BY EDGENUITY "AS IS." EDGENUITY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. Edgenuity transfers to Customer, to the extent transferable, warranties and indemnities Edgenuity receives from the manufacturer of the Hardware or Third Party Service. Edgenuity's sole obligation with respect to Hardware and Third Party Service will be to use reasonable commercial efforts to facilitate warranty and indemnification claims that Customer makes against the manufacturer of the Hardware or Third Party Service. Customer, recognizing that Edgenuity is not the manufacturer of Hardware or Third Party Service, expressly waives any claim that Customer may have against Edgenuity for product liability or infringement of any intellectual property right with respect to any Hardware or Third Party Service, as well as any right to indemnification from Edgenuity on account of any such claim made against Customer by a third party.



RFP 21-2158-4EMF: Software & Support for Academic Credit Recovery

Questions for Clarification

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1. *In Tab 8 Pricing of the submitted proposal, it lists \$90.00 per student. Is this per student per course or does the student have access to unlimited courses at one time?*

The \$90 per student cost is a per student per course reusable enrollment. However, Edgenuity has decided to submit new pricing to HCPS for this opportunity. For middle school students, we are offering reusable enrollments at \$76 per student. One student enrolled in one course is \$76. For the District's nine high school sites, we are offering unlimited user site licenses for a total of \$133,200. An estimated maximum enrollment of 15,762 students equates to \$8.45 per student (unlimited courses) in grades 9-12. For the listed 1,700 students, this site licensing price equates to \$78.35 per student (unlimited courses).

-
- a. *Is there a limit to the number of students?*

No limit exists to the number of students for whom the District can acquire reusable enrollments or add to a site license. The Edgenuity system is scalable to accommodate all District population growth and program expansions.

-
- b. *What would the financial impact be if HCPS were to expand use significantly to use many of these courses for initial credit?*

The District can purchase additional seats and / or licenses at any time. Quoted pricing per student (or per site) will apply unless the total number of students meets the threshold for a quantity discount. HCPS can discuss pricing and volume options with the assigned Edgenuity Account Executive.

-
2. *There have been issues with AUTO progression. Discuss how this is being rectified.*

Account Managers can work directly with HCPS to address any issues with auto-progression. Edgenuity will provide regular updates to fix errors or problems for the District.

-
3. *The NEXT button does not display after activities. User has to click reset activity, then it shows the grade, then the user has to assign the highest grade that was shown in order for the student to move on. Provide information on how this will be addressed.*

As mentioned previously, the Edgenuity Account Manager and technology team can assist HCPS with widespread issues. Our Sales Engineering Director, John Phaklides, will work directly with HCPS to



address any technical issues. Further, regular system updates ensure any issues are addressed and rectified. Our help desk can assist individual students if this issue is equipment- or browser-based rather than District-wide. Students should confirm their computers meet all system requirements. Additionally, the following troubleshooting tips may assist individual users in correcting the issue:

- Clear browser history / cache
- Verify that browser is updated
- Test content / functionality in another browser
- Test content / functionality on another device
- Test content / functionality via another internet connection

4. *Currently HCPS is manually inputting grades from Edgenuity to PowerSchool when the student finishes the course. Is there a solution for this?*

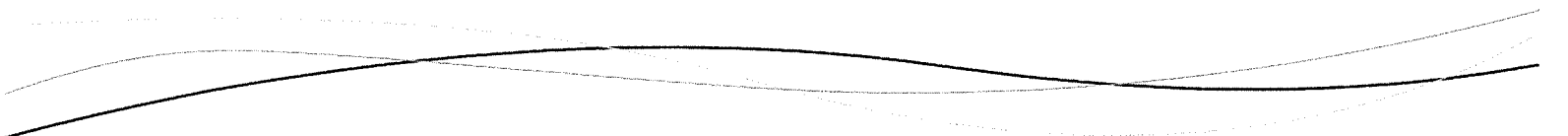
Edgenuity provides various methods for extracting reporting data from our platform, including a robust API, which the District can use to develop a customized reporting solution. We also offer a service that automatically extracts and delivers enrollment and session data to an SFTP folder. We can provide enrollment reports daily in CSV format; the District can modify them for ingestion into an SIS or LMS that supports CSV imports. If HCPS wishes to leverage Edgenuity's API or automated report delivery via SFTP, the District can inquire about access. Additional costs may apply.

5. *Provide an updated course list for initial credit and credit recovery.*

View Edgenuity's full, updated Virginia course list for initial credit and credit recovery at <https://www.edgenuity.com/course-lists/Edgenuity-Virginia-Course-List.pdf>.

6. *Are initial credit courses NCAA approved?*

Yes. Edgenuity offers numerous NCAA-approved courses for initial credit. For additional information and the NCAA-approved course list, visit <https://www.edgenuity.com/solutions/ncaa/>.





Pricing Scenario

**BAFO
Pricing Scenario
Offeror: Edgenuity**

Offerors must provide pricing for the scenario below based off the itemized pricing schedule being offered. The quantities listed below are based on the current usage and are estimates only. HCPS shall not be bound to these quantities.

A	B	C
Scenario	Total Price	Methodology used to determine price in column B. (i.e. cost per student)
Provide pricing for an annual subscription for 200 middle school students (enrolled in one course at a time) at various sites	\$15,200 (\$76 per student)	\$76 per 6-8 student, reusable enrollment
Provide pricing for an annual subscription for 1,700 high school students (enrolled in one course at a time) at various sites	\$133,200 (\$78.35 per student, unlimited courses)	Unlimited user site licenses at 9 high schools
Provide pricing for an annual subscription for 100 homebound students (enrolled in one course at a time) using your teacher as teacher of record	\$50,000 (\$250 per student, per semester enrollment)	\$250 per student, per semester enrollment
2 days of training for 20-25 site supervisors/coordinators on program implementation (train the trainer)	\$7,000	\$3,500 per day
Consumables	N/A	
Grand Total	\$205,400.00	

Request for Proposal # 21-2158-4EMF
for
Software and Support for Academic Credit Recovery

June 3, 2021

Submitted by **Edgenuity Inc.**
8860 East Chaparral Road, Suite 100
Scottsdale, AZ 85250
P: 877.725.4257
www.edgenuity.com

RFP Contact:
Lynette McVay
Director of Sales & Marketing Operations
480.675.7284 x1122
bids@edgenuity.com

Primary Contact:
Howard Monteith
Account Executive
704.214.7920
howard.monteith@edgenuity.com



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TAB 1. INTRODUCTION AND SIGNED FORMS

In this tab, the following items should be provided:

- a. Cover Letter – On company letterhead, signed by a person with the corporate authority to enter into contracts in the amount of the proposal.***
- b. Proposal Signature Sheet – Attachment A***
- c. Business Classification Form – Attachment B***
- d. Virginia State Corporation Commission Registration Information – Attachment C***
- e. Proprietary / Confidential Information – Attachment D***
- f. Direct Contact with Students - Attachment F***

Edgenuity's signed cover letter and attachments follow in this tab.



June 3, 2021

Henrico County Public Schools
Attn: Eileen M. Falcone
8600 Staples Mill Road
Henrico, VA 23273

Dear Ms. Falcone,

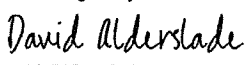
Henrico County Public Schools (HCPS) is a **leader** in education, committed to ensuring **all students** are provided the opportunity to **maximize academic potential** to become lifelong learners in a global society. Similarly, Edgenuity Inc. firmly believes that **every individual** can achieve full potential if given the tools and resources needed for success. Adequately meeting the unique educational needs of today's **digitally native** learners requires leveraging technology in powerful, yet flexible, ways to ensure **personalized learning opportunities** for all. Together, Edgenuity and HCPS can meet the varied online learning need of the District's **6-12th grade** student body – from credit recovery to blended learning to virtual instruction – Edgenuity's robust, **standards-aligned** solutions can support the District's mission and goals, as outlined in the following response.

To specifically meet the objectives as stated in HCPS's Request for Proposal # 21-2158-4EMF, *Software and Support for Academic Credit Recovery*, Edgenuity is pleased to propose our accredited **secondary Digital Content / Courseware**. As an approved **Virginia Multidivision Provider**, curricula is built to the **Virginia Standards of Learning (SOL)** and developed in accordance with modern research and pedagogical best practices. The award-winning program is delivered through an online, interactive virtual classroom with options for **automated data import** and/or **SSO integration**. Secondary course offerings meet a **wide variety of program needs** including options for initial credit, credit recovery, career and technical education, Advanced Placement, test preparation, curriculum for both core and supplemental online learning, and more.

Content includes age-appropriate **rigor and engagement** to ensure students master learning standards, while being flexible enough to allow for teacher modifications and individualized learning pathways. Students control the pace of learning with embedded supports and scaffolds that provide access to appropriate tools and resources. The learning management system contains **robust and dynamic tools** for educators, providing options to personalize the learning experience through **content customization**, diagnostic testing and **options for accommodations** to meet unique student need.

In addition to the proposed curricula, Edgenuity also offers ongoing implementation support and professional development to include not only product training – but also best practices, coaching, and **targeted support** – to ensure the **success of all educators and students**. As one of the first and largest innovators of comprehensive personalized online learning solutions in our nation, Edgenuity has the expertise, personnel, and resources to support HCPS in achieving its program objectives. We look forward to a continued partnership with the District.

Sincerely,

DocuSigned by:

2F1B3E68DB4E45E...

David Alderslade
Executive Vice President & Chief Financial Officer


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. 21-2158-4EMF Software and Support for Academic Credit Recovery for Henrico County Public Schools**.

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

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

LEGAL NAME OF OFFEROR (DO <u>NOT</u> USE TRADE NAME): Edgenuity Inc.
ADDRESS: 8860 E. Chaparral Road, Suite 100
Scottsdale, AZ 85250
FEDERAL ID NO: 31-1692050
SIGNATURE: <small>DocuSigned by:</small> 
NAME OF PERSON SIGNING (PRINT): David Alderslade
TITLE: Executive Vice President & CFO
TELEPHONE: 877-725-4257
FAX: 480-423-0213
EMAIL ADDRESS: bids@edgenuity.com
DATE: June 2, 2021

ATTACHMENT B BUSINESS CATEGORY CLASSIFICATION FORM

Company Legal Name: Edgenuity Inc.

This form completed by: Signature: David Alderlade Title: Executive Vice President & CFO
DocuSigned by: 2F1B3E68DB4E45E...

Date: June 2, 2021

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

(Check all that apply.)

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

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

eVA Registered? Yes No

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

_____ NUMBER _____ DATE

DEFINITIONS

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

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

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

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

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

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

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

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

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

ATTACHMENT C
Virginia State Corporation Commission (SCC)
Registration Information

The Offeror:

is a corporation or other business entity with the following SCC identification number:
F1881475 **-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: Edgenuity 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 2. Statement of the Scope	Pages 11-13,15,17, 19-20,22,29-31,35-43, 45-50,52-54,& 60	Proprietary system images not publicly available
Tab 3. Offeror Qualifications, Experience, Resumes, and Financial Capacity	Pages 73-76	Confidential project team information / contacts
Tab 4. Service Approach and Implementation	Page 77	Images and login / password information; proprietary system images not publicly available, confidential trial account login information
Tab 4. Service Approach and Implementation	Pages 80-81	Confidential professional development plan
Tab 6. Technical Requirements	Pages 86	Confidential system infrastructure details
Tab 7. Infrastructure and System Administration	Pages 88-91	Confidential system infrastructure details
Tab 9. References	Page 95	Confidential references / contact information
Tab 12. Appendices	Pages 115-123	Appendix B: Proprietary system information not publicly available
Tab 12. Appendices	Pages 125-140	Appendix C: Confidential resumes
Tab 12. Appendices	Pages 142-145	Appendix D: Confidential audited financial statements

ATTACHMENT F DIRECT CONTACT WITH STUDENTS

Name of Bidder: Edgenuity Inc.

Pursuant to Va. Code § 22.1-296.1, 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 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.

As part of this submission, I certify the following:

- None of the individuals who will be providing services that require direct contact with students on school property during regular school hours or during school-sponsored activities have been convicted of a violent felony set forth in the definition of "barrier crime" in Va. Code § 19.2-392.02(A); an offense involving the sexual molestation, physical or sexual abuse, or rape of a child;**

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. (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.).**

DocuSigned By:
David Alderslade
Signature of Authorized Representative

David Alderslade
Printed Name of Authorized Representative

Edgenuity Inc.
Printed Name of Vendor



TAB 2. STATEMENT OF THE SCOPE

In this tab, offerors, in concise terms, shall state their understanding of the Scope of Services requested by this RFP in Section II.

Edgenuity understands that **Henrico County Public Schools (HCPS)** seeks a qualified partner to provide software and support for an academic credit recovery integrated digital curriculum that is aligned with the **Virginia Standards of Learning (SOLs)**. These materials should support students in **grades 6-12**, including exceptional students, and address various learning styles and preferences. The platform should provide personalized instruction derived from each student's individual assessment needs and apply to each of the District's sites.

Edgenuity proposes the following solutions and services to meet HCPS's expressed needs:

- **Courseware (6-12)**
- **Professional Development**

Serving more than 30,000 customers across all 50 states and in 30 countries, Edgenuity is an experienced provider dedicated to increasing student achievement by providing access to high-quality digital educational curriculum and resources. As a current partner with HCPS and 17 of the nation's 20 largest school districts, Edgenuity has a proven track record in providing research-based personalized learning solutions to public, private, charter, and virtual schools and other organizations that serve a range of student populations.

Courseware 6-12

The proposed secondary Courseware solution provides comprehensive course coverage across various subject areas for **credit recovery, initial credit, and acceleration**. Prebuilt course offerings with ready-to-use lessons are available for English language arts, mathematics, science, social studies, general electives, world languages, test preparation, and Advanced Placement®. Optional course offerings are available for career and technical education, social and emotional learning, and other high-interest electives. Note: Additional costs apply for optional content. See the Virginia course list attached as **Appendix A** for a list of available courses or view them online at <https://www.edgenuity.com/course-lists/Edgenuity-Virginia-Course-List.pdf>.

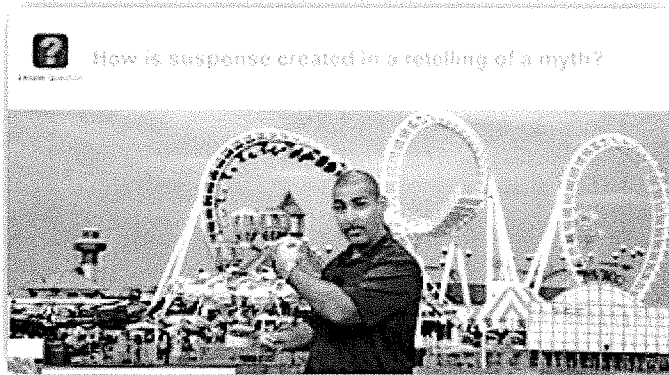
Courseware is **aligned to the Virginia SOLs and national standards** and developed following Aurora Institute (formerly iNACOL) guidelines and modern pedagogical research (e.g., Universal Design for Learning). Third-party organizations verify all course alignments, and alignment documentation is available within the Student Portal and LMS. Sample alignments are available upon request.

Courseware's highly interactive content addresses secondary students' differences, readiness levels, cultural backgrounds, intelligence preferences, and learning styles. The content is **fully customizable**; educators can personalize each student's learning path to meet his or her learning needs. Students have



flexibility to work at their own pace and complete work at home, during school, before or after school, during a free period, or during summer.

Multiple course elements, including **direct-instruction videos, embedded electronic notetaking, interactive web links, communication options, simulations, and manipulative activities**, engage students in active learning. The content is dynamic, motivating, memorable, and highly interactive. Embedded in every lesson throughout core instruction, unique direct-instruction video presentations feature experienced teachers sharing instructional content via recorded video. Instructors guide students through concepts and skills with clear and engaging aural and visual supports, including whiteboard demonstrations, bulleted key points, highlighted vocabulary, diagrams, and photography. Video segments use embedded tasks to maintain lesson interactivity and check for understanding.



Through the online curriculum, students can engage or re-engage with school. Content is age-appropriate, current, and relevant. Embedded **supports and scaffolds** ensure content is accessible for all learners, and student tools and resources include reading supports, highlighted vocabulary with definitions, calculators, and more. Additionally, the content reflects multicultural education and diversity (e.g., LGBTQIA) throughout. The content uses current research to ensure all lesson materials are topical and appropriate. Researchers and content developers also carefully select texts for courses (as applicable) to ensure students are exposed to various perspectives and experiences.

Educators have **real-time access** to the system's **data and reporting** functionality and **robust customization tools**, allowing them to differentiate content further to meet individual needs. Customization features are permissioned, which ensures the curriculum remains aligned and consistent across grade levels and buildings.

With more than 300 courses for initial credit, credit recovery, and accelerated learning, Edgenuity can support various instructional models and curriculum needs. Students receive carefully designed, mastery-focused instruction to earn the credits and skills necessary to graduate on time and meet the demands of college, career, and life.



Professional Development and Support

To fully support the District, Edgenuity provides multichannel implementation support and professional development for all stakeholders: students, parents, teachers, and administrators. Professional development maximizes the impact of online and blended learning and will enable HCPS to meet its student achievement and academic goals. Edgenuity offers initial and ongoing professional development in onsite sessions, virtual / webinar sessions, targeted follow-up and coaching sessions, and via Help Center online training resources.

Edgenuity is committed to the long-term growth and support of its educational partners, and the Company is highly qualified to provide the District with the requested services. The experienced Edgenuity project team will work with HCPS to define goals and expectations, set milestone dates, and make recommendations to ensure initial and ongoing success.

Enhancements for Back-to-School 2021-2022

Edgenuity is a **leading provider** of grades K-12 online content. Our content is unique and distinguished in a variety of ways. To ensure the needs of our educational partners are met, Edgenuity regularly makes **updates, upgrades** and provides **new releases** to enhance the student and educator experience and achievement results. For example, in 2017 Edgenuity released **over 900 customized courses** to support implementations across a variety of states. In 2018, Edgenuity students logged nearly **170 million hours** on their way to completing over **2 million courses**. The following **enhancements and updates** are just a sampling of recent and upcoming updates:

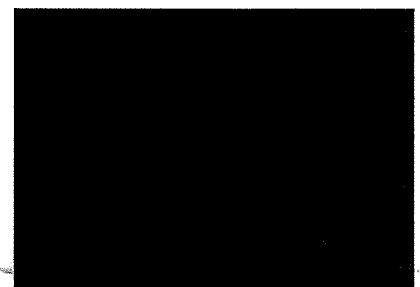
New Courses BTS 2021:

- Computer Science Principles
- AP Computer Science Principles
- Middle School Health Quest
- New World Language courses added to catalog:
 - Spanish I, II, and III
 - French I and II
- Anti-Racism Course from Point Made Learning (optional – cost provided upon request)
- Updates to AP Language and Composition and AP Literature and Composition

Academic Integrity – Available for the 2021 School Year

As part of our commitment to academic integrity, we are excited to announce two enhancements:

- **Plagiarism Checker:** An embedded plagiarism checker to help teachers check for unoriginal work. (optional – cost provided upon request)
- **Brainly Partnership:** Partnership with Brainly to ensure content in violation is identified and quickly removed from the website.





Course Self-Enrollment

Reduce course set up and start times by allowing students to self-enroll in courses with two options:

- **Access Code:** Students instantly enroll in courses chosen by their teacher by inputting a simple code. Educators can save time by avoiding registering hundreds of students manually
- **Open Enrollment:** Students pick from a list of available courses appropriate to their grade level and enroll with a single click. Schools can quickly enable their entire course catalog to get students going instantly.

KnowlEdge Academy

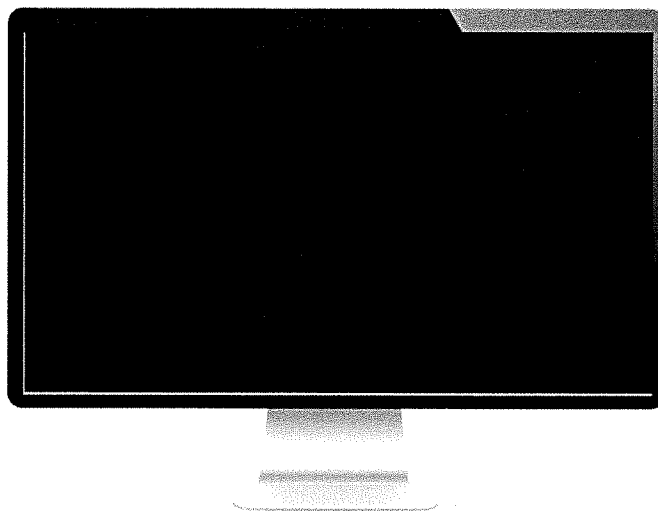
Available as an add-on to our live personalized professional development offerings, KnowlEdge Academy provides on-demand, asynchronous courses that support your Edgenuity implementation through self-paced professional learning and includes three new courses* in addition to the existing courses below:

Standard Courses (pricing available in **Tab 8**)

- Courseware: Getting Started for Educators
- Pathblazer: Getting Started for Educators
- Odysseyware: Getting Started for Educators
- The Art of Teaching Digitally
- *Courseware Data Management & Progress Monitoring for Educators
- *Pathblazer Data Management & Progress Monitoring for Educators
- *Odysseyware Data Management & Progress Monitoring for Educators

Premium Courses (pricing available in **Tab 8**)

- Purpose Prep Educator SEL Level 1
- Purpose Prep Educator SEL Level 2
- Purpose Prep Educator SEL Level 3
- Look Deeper: Race Getting Started for Educators





II. SCOPE OF SERVICES

The Successful Offeror shall provide all labor, materials, equipment, supervision, and project management necessary to implement a web-based digital curriculum solution for grades 6-12. The proposed solution shall meet the following minimum requirements:

A. General Requirements

1. Align with the Virginia Standards of Learning (SOL's);

Edgenuity is an approved Virginia Multidivision Online Provider for grades 6-12. Content is built to and aligned with the most current version of the Virginia Standards of Learning (SOL), or national standards as applicable. Through the state review process Edgenuity's curriculum alignments have been reviewed and verified by an independent third party in addition to the Virginia State Department of Education. Alignment documentation can be viewed, downloaded, and printed from the educator and student portals at any time. An overview of the alignment process and evidence of alignment is shown below. A sampling of alignment documentation is available upon request.

Alignment Process

To build content, the team begins with a careful analysis of state and national standards. Once created, the curriculum goes through a rigorous alignment process that includes intensive checks and balances by third-party services and Edgenuity's Curriculum and Alignment Department.

- The content is first carefully analyzed by the third-party's subject area experts for the key learning concepts and its correlation to the state and/or national standards. New state standards and updates are reviewed and applied as applicable.
- Lessons are then precisely aligned to national, state, and territory standards by carefully reviewing standards a second time and correlating those to instruction, assignments, and assessments.
- After the third-party alignment process, the alignments are then carefully reviewed by Edgenuity's subject matter experts to ensure the most accurate and detailed correlation possible.

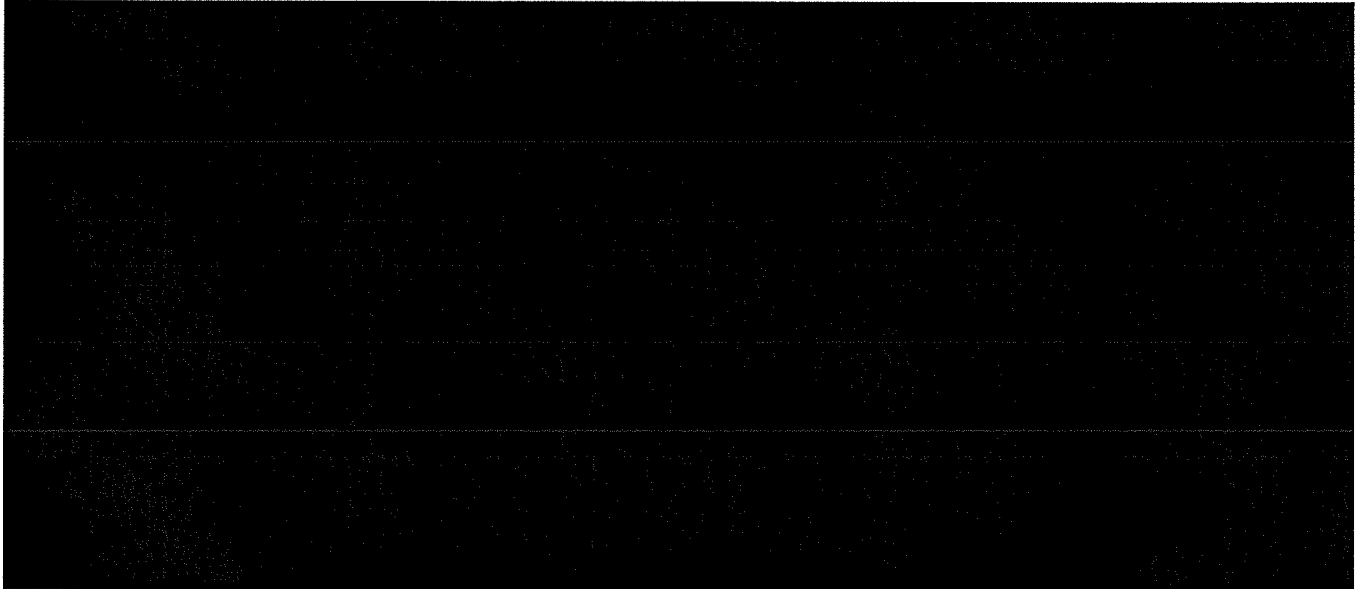
Edgenuity's Curriculum and Alignments Department continually monitors state standards, curriculum changes, and new developments on a continuous improvement cycle and updates the content as needed. Courses are reviewed and updated minimally on a yearly basis according to changing standards. Updates, upgrades, and enhancements are included in the cost of the solutions and automatically released through the system.

Courseware 6-12 Alignments

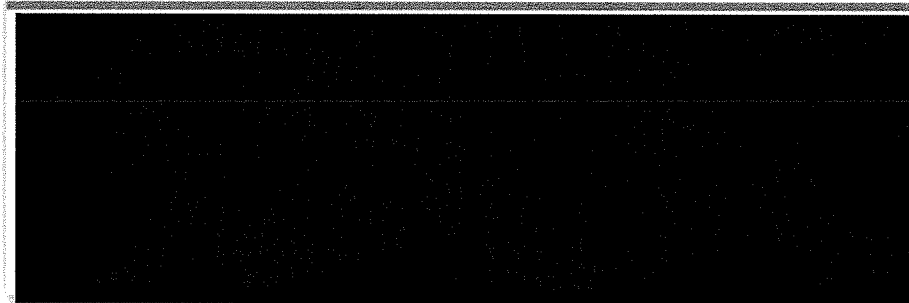
Each lesson in the prebuild courses contain objectives tied to state and national standards. These objectives are used to teach the main points in the lesson and to prepare assessments. Successful completion of assessments and assignments ensures the students have mastered the content standards. This attention to standards alignment enables the district to meet its student achievement and academic



goals. Standards alignment documentation for the secondary Courseware solution can be viewed, downloaded, or printed at any time from the system by teachers and administrative users. The images below illustrate sample of alignment documentation found in the LMS:



Students can view lesson objectives and applicable standards for each lesson from their Course Map:



- 2. Each course in the proposed solution shall conform to the requirements of Section 508 of the Rehabilitation Act (29 U.S.C 794d), as amended by the Workforce Investment Act of 1998 (P.L. 105-220), August 1998.**

Edgenuity supports educators in working with students of all abilities. The system includes adaptable accessibility options that support access for all learners, including those with visual, hearing, speech, or physical impairments. The system allows for individualization to meet unique student needs, including English learners or students with IEPs, 504 plans, and Section 508 requirements. These accommodations benefit multiple learning styles and include assessment adaptations, video captions / transcripts, individualized and customizable assignment calendars, read aloud and translation tools, and more.



The program is web-based; therefore, students may use any third-party device or assistive technology software (i.e., screen readers) with the content as long the devices are compatible with the computer and browser the student uses to access the system.

3. Courses shall serve exceptional education students under the Individuals with Disabilities Education Improvement Act (IDEIA) regulations.

The content and instruction accommodate varied learning styles and provide multimodal learning opportunities for differentiated instruction and concept mastery. Every lesson incorporates Universal Design for Learning (UDL); lessons contain many modes and activities (e.g., video lectures, graphic displays, text, simulations) to meet learner needs. Lessons explain key concepts and tasks using multiple representations (e.g., verbal, concrete manipulative, numerical, graphical, symbolic) and guide students in mapping meaning among the varied representations. Additionally, lessons include graphic organizers (e.g., web diagrams, hierarchical diagrams, concept maps, T-charts, Venn diagrams, flow charts, timelines, sequence graphics). Educators can access real-time progress and achievement data to inform instruction.

Edgenuity content is developed in consideration of the **W3C's Web Content Accessibility** guidelines and the **WCAG AA** requirements. Edgenuity makes continual enhancements to the platform and content to ensure ongoing accessibility.

For further information, please see Edgenuity's white paper titled *Supporting Students with Disabilities* and at <http://www.edgenuity.com/the-difference/research-foundations/>.

4. Courses must allow compatibility with support programs for students requiring accommodations such as text to speech, highlighting, read aloud, translation, closed captioning, etc.

Edgenuity courses / programs include the use of appropriate **content-specific tools** and software as applicable to each program and subject area, including but not limited to graphing calculators, digital manipulatives, microscopes, periodic tables, word processing software, and spreadsheets. The content also provides instruction on the use of these tools and software.

The content provides text-centered learning that is sequenced, scaffolded, and supported. All programs and system tools are age-appropriate, user-friendly, and intuitive; they include bookmarking, highlighters, and clear navigation maps and commands. Student and teacher activity automatically saves in the learning management system. The curriculum resources are built into the courses within the Student Portal and have the same supports available to students throughout each lesson. The following student tools and resources support accessibility and ensure success for learners of all ability levels:

Secondary (6-12) Tools and Resources Available in Courseware:

- A word look-up search bar, allowing students to look up any word. The word and associated definitions are displayed in the glossary pane.



- Reflective questions embedded in the text to aid comprehension. Contextual definitions and a dictionary help make the text accessible to all students.
- Instructional video captions and transcripts to provide language support for students.
- Student-controlled pacing, allowing students to rewind and play instruction.
- Unlimited access to direct-instruction videos. Students can access the direct instruction anytime, anywhere for review and reteaching.
- Rubrics and manipulatives to support instructional activities.
- Permissioned communication tools (e.g., email, threaded discussions).
- Course-specific calculators, including a standard calculator, a graphing calculator, and specialized calculators. Calculators are dynamic and allow for adjustable parameters.
- CloseReader™ environment to support the active reading of complex texts.
- The eWriting environment to scaffold the writing process from prewriting through the final draft, including an equation editor.
- eNotes feature that provides students a means to synthesize information and record questions and observations in a digital notebook. In the CloseReader environment, students also can annotate the text with digital sticky notes by clicking on the Take a Note button and then clicking in the text where they want the note to appear.
- Guided Notes provide a lesson-specific notetaking template for students, helping them focus during the lesson and giving them a study guide for assessments. Guided Notes currently are available for Math 6, Math 7, Math 8, Algebra I, Geometry, Algebra II, HS Integrated Mathematics I-III, Physical Science, Biology, Earth Science, Chemistry, Life Science, Physics, U.S. History, World History, Economics, U.S. Government, ELA 6, ELA 7, ELA 8, ELA 9, ELA 10, ELA 11, and ELA 12.
- Read aloud and translation tools, which help English language learners (ELLs) and students with special needs access complex texts.

Throughout all solutions, permissioned educators can adapt and customize learning activities and assignments to accommodate individual student needs. Educators can make modifications at the learning path, group, or student level and / or alter content at any time.



5. All courses shall be designed to address a variety of learning styles and preferences. Instructional differentiation shall be built in, either by automated elements of the course or by instructor option.

The content accommodates different learning styles and provides multimodal learning opportunities for differentiated instruction and concept mastery. Every lesson engages and meets the needs of learners with varied strengths and styles, as follows:

- Visual students benefit from the slides and simulations that the onscreen teachers use to support their teaching in direct-instruction videos. Visual learners are supported by models and diagrams that accompany the introduction of new vocabulary and concepts.
- Aural students benefit from listening to the onscreen teacher introducing new content and modeling skills and strategies. Secondary students can elect to have all onscreen text read aloud.
- Kinesthetic students are supported by math and science labs, which allow them to make and test predictions, run simulations, and construct models with virtual manipulatives. All content areas include opportunities to participate in active learning vs. passive reception of content.

Motivating and media-rich assignments engross students with highly interactive instructional tools to build knowledge and essential skills. Critical thinking, problem solving, analysis, integration, and synthesis abilities are embedded in the lesson activities. Students have multiple opportunities to practice, demonstrate, and apply content knowledge. Supported and independent practice activities encourage students to analyze, conclude, compare and contrast ideas, and explain their reasoning. For example, students are asked to identify errors in sample work to build higher-order thinking skills.

The direct-instruction videos feature expert real-life characters and instructors guiding students through concepts and skills with clear and engaging audio and visual supports, including whiteboard demonstrations, bulleted key points, highlighted vocabulary, diagrams, and photography. Tasks are embedded between video segments to maintain lesson interactivity and student reflection.

Students engage in receptive and productive communication by listening to the direct instruction, reading onscreen text, writing in journals, taking notes, and engaging with classmates in the online discussion boards as appropriate. Pictorial models and diagrams present information to help students make connections to known concepts and models. All instruction is enhanced by reflection questions that provide immediate feedback, highlight key concepts, and help students develop their critical thinking skills. The meaningful assignments ensure students master key concepts as they read, write, explore, create, practice, predict, and make real world applications.



The content is designed using research-based and modern pedagogical strategies. Edgenuity uses the framework of Universal Design for Learning (UDL) to ensure curriculum is flexible enough to address learner variability. Content is aligned to state and national standards and proven to support instructional gains with a diverse population.

6. Each course shall utilize media-rich content and learning objectives including but not limited to video, audio, animations, and simulations.

Edgenuity's highly engaging content requires students to participate in active interaction and learning instead of passive reception of content. Curriculum contains activities that leverage multimedia and interactive instruction to illustrate instructional concepts. The content features embedded direct-instruction videos and **interactive simulations and manipulative activities** to reinforce and extend lesson concepts. Motivating media-rich assignments engage students with highly interactive instructional tools to build content knowledge and essential skills. **Virtual labs and performance tasks** (as applicable) allow users to make and test predictions, run simulations, and construct models with virtual manipulatives.

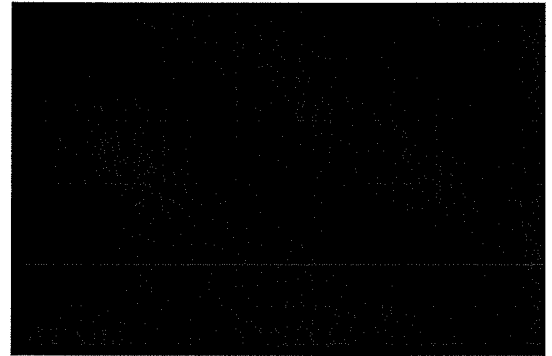
7. Courses shall contain elements in which the students will participate in active interaction with the course content as opposed to passive reception of content.

Each lesson in the secondary Courseware solution begins with a guiding question, a content overview, and an introduction to lesson objectives and the essential question. Lessons and activities provide multiple opportunities for students to master the standards via engaging instructional content with multiple checks for understanding, application and practice activities, reviews, assessments, and resources. The instructional design incorporates established principles of effective explicit instruction that contribute to student achievement in various learning environments. Lessons employ the following components:

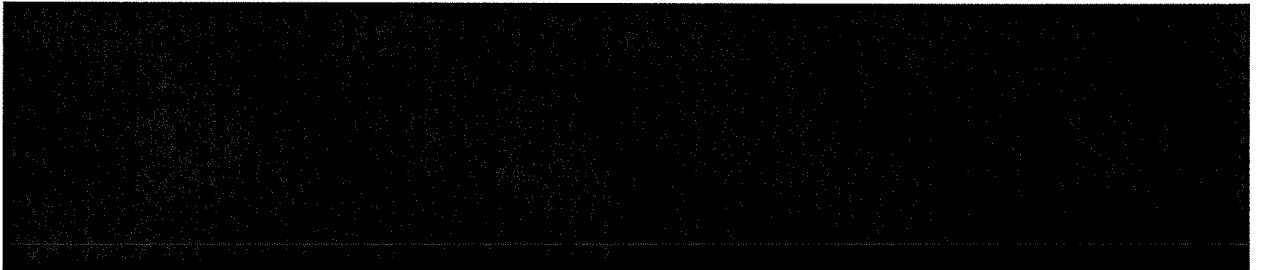
- **Warm up:** Each lesson begins with a warm up to focus students on the lesson's goals. Warm ups consist of a short introductory video that presents an overview of the lesson context and ties prior learning to the lesson objectives. A short check for understanding accompanies the warm up to help students build on what they already know.



- **Instruction:** An expert teacher provides direct instruction, explains concepts, models strategies, and makes real-world connections in engaging instructional videos. The course is organized into manageable segments so students can work at a pace that is right for them while pausing and reviewing lessons as needed. The teacher uses pictorial models and diagrams to present information and help students make connections to known concepts and models.

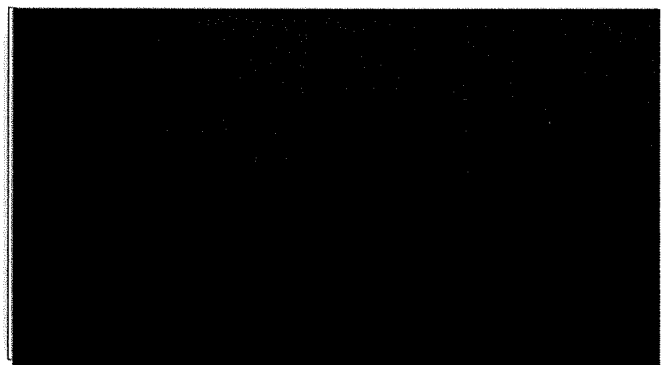


- **Virtual lab (science courses):** Virtual labs are highly interactive, and they use a variety of simulated lab equipment, including dialysis tubing, beakers, and test tubes.
 - **Lab report:** Students write in-depth lab reports at the culmination of each lab activity. After a lab reflection, students create a lab report as directed by the lab guide. This writing activity builds students' principle comprehension, assesses their data analysis and synthesis skills, and gives them practice communicating effectively in the scientific domain.



- **Summary:** Each lesson includes a summary that helps students remain focused on the lesson objectives and highlights major concepts.

- **Assignment:** Assignments ensure students master key concepts and develop analytical and critical thinking skills. Activities provide additional points of view, contexts, examples, principles, problem-solving approaches, and text styles. Students complete interactive activities to investigate topics in greater depth. Students also access supplemental readings using the course's translation and read aloud tool. Supplemental readings include narratives, skills instruction, and excerpts from literature, informational texts, primary source documents, or encyclopedia articles. In some cases, students may link to best-in-class online





resources that provide additional perspectives on the lesson's topics before completing the assignment.

- **Independent reading:** Students read a range of texts that present valuable information and feature real-world application, relevant graphics, and useful tools. Students can highlight text, insert sticky notes, and take notes as they read.
- **Short-answer responses:** Students express their knowledge and learning in short, focused writing assignments. These assignments include short-answer prompts that assess students' comprehension of lesson content or supplemental reading. Students write responses of one or two paragraphs at minimum, supporting conclusions with relevant examples and evidence. Instructional activities guide students through the writing process as they develop skills that assist them elsewhere in the course.
- **Performance tasks:** Students demonstrate understanding by applying what they have learned to performance tasks involving real-world scenarios. For example, students play the role of a restaurant owner, analyze different aspects of a business, or analyze data to draw conclusions about a relationship between variables.
- **Assessment:** Formative and summative assessments test for mastery and provide immediate, actionable feedback for students and teachers. If activated, pretesting provides adapted course content for each student. Additionally, teachers can modify assessments to give students more time, change the passing thresholds, allow additional retakes, or adjust grade weights.

As mentioned previously, Edgenuity uses the framework of Universal Design for Learning (UDL), incorporating multiple means of representation, expression, and engagement to ensure the curriculum is flexible enough to address learner variability. Content is media-rich and makes ample use of emerging technology, tools, and media. Each lesson includes interactive activities that give students multiple opportunities to practice, demonstrate, and apply content knowledge and skills.

8. Courses shall feature modern pedagogical strategies that include high order thinking skills, real world application and collaborative practice.

Regardless of grade level or learning solution, the curriculum provides opportunities for students to engage in **higher-order thinking and critical reasoning** activities. Content incorporates higher levels of understanding, thinking, problem solving and metacognition, and it requires students to interact with content and ideas to summarize, clarify understanding, explain concepts, elaborate, and / or synthesize information. The content balances conceptual and procedural knowledge and breaks instruction into small, manageable segments. Edgenuity's content presents key information and concepts using multiple formats, including direct-instruction video, verbal modeling, pictures, symbols, dynamic representations, graphs, and text (with optional read aloud support) to accommodate students of all learning styles and abilities.

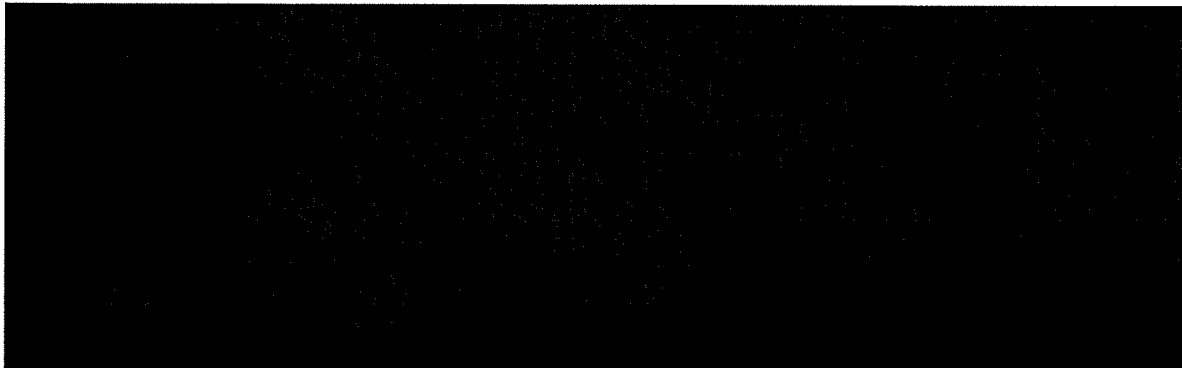
To support and encourage the success of all students, the content:



- Features embedded **critical thinking, problem solving, analysis, integration, and synthesis** opportunities in learning activities.
- Accommodates various **learning styles** by providing instruction through different modalities.
- Activates or supplies **background knowledge**.
- Utilizes **multiple types of media**, including visual, audio, and text.
- Builds skills development through **graduated levels of support** for practice and performance.
- Offers **multiple opportunities** for students to **demonstrate knowledge and learning** through a variety of media.
- Provides opportunities for **self-reflection** and **self-regulation**.

Information literacy and communication skills are incorporated extensively as an integral part of the curriculum to foster the development of **21st century skills**. Strategic modeling of information literacy and communication skills by relatable human characters, expert teachers, and/or other embedded multimedia occurs throughout the programs. All students engage in receptive and productive communication by listening, reading, writing, and engaging with classmates in the online discussion board. Additionally, students are expected to conduct research and evaluate sources of information regularly (as appropriate for the grade level). The programs are designed to equip students with high-level interaction, multimodal learning, and the 21st century skills necessary to graduate and become productive, responsible citizens in a global society. Frequent connections to students' lives or issues in the real world helps students understand the relevance of what they are learning.

Students are expected to synthesize information from multiple sources, analyze complex questions, and evaluate multiple perspectives, systematically analyzing their approach to a task. They analyze media and learn to question the credibility of information sources. Student-to-student interactions in secondary courses can include participation in teacher-assigned projects, chat and email, and threaded discussion forums.



Edgenuity uses the framework of **Universal Design for Learning (UDL)** to ensure curriculum is flexible enough to address learner variability. Content and assessments align to **Bloom's Revised Taxonomy** and **Webb's Depth of Knowledge**, giving careful attention to the level of cognitive complexity of the underlying standards and learning objectives.



9. Student assessments in all courses should be consistent with the course objectives and should include appropriate performance tasks that go beyond repeated objective assessment items.

Edgenuity’s learning solutions include appropriate diagnostic assessments to pinpoint skill gaps and support mastery-based instruction.

The secondary Courseware solution includes options for pretesting along with lesson quizzes, topic tests, midterms, and final exams, as well as automated grading and scoring. The **prebuilt course offerings** include appropriate and varied assessments of student learning. Assessments elicit direct, observable evidence of the degree to which a student can independently demonstrate mastery of the applicable course objectives and standards. Permissioned educators have access to regular and ongoing performance data to track student progress.

Edgenuity’s **secondary** courses offer four types of assessments to measure student learning, as follows:

Diagnostic Assessments	Diagnostic assessments include a pretest or prescriptive testing option. The pretest occurs at the beginning of each lesson and assesses student’s prior knowledge of content to establish a customized learning path. The prescriptive diagnostic assessment option measures students’ mastery of core concepts and prescribes a specific learning path to address skill gaps. With either option, the result is a personalized learning plan based on the student’s specific needs.
Formative Assessments	Formative assessments embedded within a lesson check understanding of concepts and skills as they are presented. Assignments, which follow the lesson, also serve as formative assessments. By providing corrective feedback, Edgenuity’s formative assessments help students understand where their gaps in knowledge exist and learn where additional practice or support is needed.
Interim Assessments	Interim assessments occur after students finish an Edgenuity lesson. The items for these assessments are drawn from an item bank, each aligned to a specific lesson objective.
Summative Assessments	Summative assessments are provided at the end of each unit and / or course to evaluate students’ overall performance.

Students also demonstrate understanding by applying what they have learned to performance tasks involving real-world scenarios. Performance tasks emphasize rigor, higher-level thinking, and alignment to standards – requiring students to synthesize information to solve complex problems or answer in-depth questions; they incorporate multiple standards in a single application task.



- 10. The proposed solution shall be one that has in person and virtual learners; based anywhere with internet access in mind rather than a traditional textbook consumer. The content must be rich in multimedia, interactive in nature and sufficiently compelling to lead the student in a self-directed manner.**

Edgenuity's system is vendor-hosted, web-based, and accessible on **multiple systems and devices** to support anytime, anywhere learning. Students have the flexibility to work at their own pace and complete work at home, during school, before or after school, during a free period, or over the summer.

Multiple course elements, including **direct-instruction videos, embedded electronic notetaking, interactive web links, communication options, simulations, and manipulative activities**, engage students in active learning. The content is dynamic, motivating, memorable, and highly interactive. Embedded in every lesson throughout core instruction, unique direct-instruction video presentations feature experienced teachers sharing instructional content via recorded video. Instructors guide students through concepts and skills with clear and engaging aural and visual supports, including whiteboard demonstrations, bulleted key points, highlighted vocabulary, diagrams, and photography. Video segments use embedded tasks to maintain lesson interactivity and check for understanding.

B. Functional Requirements

- 1. Courses shall include a full digital curriculum solution for grades 6-12 of core content areas in addition to elective offerings.**

a. Middle School core content courses shall include:

- 1. *Math 6,7,8**
- 2. *English 6,7,8**
- 3. Science 6**
- 4. Physical Science**
- 5. Life Science**
- 6. U.S. History to 1877**
- 7. U.S. History from 1877 to Present**
- 8. Civics and Economics**

***Math and English courses shall be sequential.**

b. High School core content courses shall include:

- 1. Pre-Algebra**
- 2. Algebra I**
- 3. Geometry**
- 4. Algebra II**
- 5. Algebra Functions and Data Analysis**
- 6. Earth Science**



7. *Biology*
 8. *Biology II*
 9. *Chemistry*
 10. *Physics*
 11. *English 9,10,11, and 12*
 12. *World History I*
 13. *World History II*
 14. *U.S. and Virginia History*
 15. *U.S. Government*
- c. *Elective Courses at a minimum shall include:*
1. *World Languages*
 2. *Health*
 3. *Career Exploration*
 4. *Business and Technology*

Edgenuity has been an approved Virginia Multidivision Online Provider since 2011, with more than 70 secondary courses approved currently (see the course list in **Appendix A**). Courses are aligned to the **Virginia Standards of Learning**, and Edgenuity remains committed to ensuring the courses maintain approval.

2. *Include test preparation courses aligned with the Virginia Standards of Learning (SOL's) in English, Math, Science and Social Studies.*

The proposed secondary Courseware solution provides comprehensive course coverage across various subject areas for **credit recovery, initial credit, and acceleration**. Prebuilt course offerings with ready-to-use lessons are available for English language arts, mathematics, science, social studies, general electives, world languages, test preparation, and Advanced Placement®. Optional course offerings are available for career and technical education, social and emotional learning, and other high-interest electives. Note: Additional costs apply for optional content. See the Virginia course list attached as **Appendix A** for a list of available courses or view them online at <https://www.edgenuity.com/course-lists/Edgenuity-Virginia-Course-List.pdf>.

3. *Include remediation opportunities which include supplemental activities, such as access to online content to reinforce applicable learning objectives.*

Permissioned educators can build custom courses, instructional sequences, and concept recovery strands, and they can assign content in a multitude of ways. Content can be customized and assigned on the individual or group level as a supplement or catch-up on individual lesson(s). Permissioned educators can modify existing content as well as author and insert original content.

At the course and student level, customization tools allow permissioned educators to:



- Take out entire units, lessons, or activities. Tests and exams automatically adapt to assess only what is included.
- Change the order in which units, lessons, and activities appear.
- Author and insert original projects and writing prompts and add these to a lesson within a course.
- View lesson objectives, activity descriptions, and estimated activity times.
- Search by standard or keyword to pinpoint exact content.
- Add supplemental activities for remediation and enrichment.
- Apply course editing options, including prescription and pretesting.

4. Provide courses that shall be designed such that the full content of the course is resident within the course electronically, with no required textbooks or software. Supplemental materials should be in an online electronic format requiring no additional licensing or media distribution by the school division.

Edgenuity is a software-as-a-service (SaaS), vendor-hosted, all-inclusive online system that features 24/7 access, relies on no third-party services, and requires no external resources, apart from AP courses. The content and learning solution are available for annual SaaS license; no ownership is anticipated.

5. Access for designated facilitators to provide any student a diagnostic assessment(s) that will generate a learning path of course content based on the results of the assessment (prescriptive).

Edgenuity's solutions include options to pinpoint the **exact skills or standards** students need to master or have already mastered, and assessment items are standards-aligned.

For the secondary Courseware solution, permissioned educators can enable a pretest or prescriptive diagnostic option at the course or student level to create customized content for each student. These options allow teachers to differentiate between student needs and target instruction and support competencies students must master. Pretesting and prescriptive testing identify students' strengths and weaknesses, allowing them to complete the assigned curriculum in an accelerated manner. Because it is used more widely than prescriptive testing, **pretesting** is enabled automatically for credit recovery courses.

When educators enable **pretesting** for a course, they must choose a passing threshold. This threshold is separate from other passing thresholds in the system and applies only during the pretest attempt. The default pretest passing threshold is 80 percent, although the educator can change this at the course or student level. During pretesting, students take a 10-question quiz. If they meet or exceed the pretest passing threshold, students bypass the activities in the lesson, and they move on to the next lesson. Educators can enable pretesting at any point in a course.

Each time students pass the pretesting attempt, they automatically bypass the lesson's activities; however, they can go back and review these activities at any time. The scores students earn on bypassed activities will not count toward their grade; however, educators can remove the bypass if they want the score to count. All bypassed lesson content will appear on a student's test and exam.



Prescriptive testing is a blunter instrument that generally is not recommended. It presents students one assessment item for each lesson in the course. If a student answers an item correctly, the system customizes the student's learning path to remove the associated lesson. (Note: The system does not simply bypass the lesson; the lesson does not appear in the student's course structure at all.) Because prescriptive testing uses only one question from each lesson, it has no passing threshold.

Prescriptive testing pulls questions tagged as exam questions. These questions tend to be higher-level questions. If a lesson does not have any tagged exam questions, that lesson is automatically included in the course. As such, a student can score 100 percent on the prescriptive test and still be assigned some lessons in the course.

As students move through the content, appropriate assessments of student learning are provided via **posttests**. Ongoing assessments verify a student's readiness for the next lesson. Students receive assessments at the end of each lesson, unit, and semester in the following formats:

- **Quiz:** At the end of each lesson, students take a quiz to assess them on the specific learning objectives of that lesson.
- **Unit Test:** These summative end-of-unit exams allow students to demonstrate their mastery of historical concepts before moving forward. Before the exam, students complete a full review of the key concepts contained in the unit. They can return to lessons for practice where necessary. The exam's multiple-choice format allows students to reinforce and relate to foundational concepts and receive immediate feedback about the lesson content they may need to revisit for greater comprehension.
- **Cumulative Exam:** Students take a cumulative exam midway through the course and another at the end of the course. The exam consists of multiple-choice questions that build on main ideas and key concepts presented throughout every unit. These exams provide students an opportunity to exhibit mastery and long-term comprehension of themes.

Assessments are timed, and students must achieve a designated passing threshold before moving forward unless free movement is enabled. Permissioned educators may specify assessment time limits, passing thresholds, and free movement on the course or student level.

6. Be delivered over any home or school-based WiFi wireless connections through the student's HCPS devices web browser.

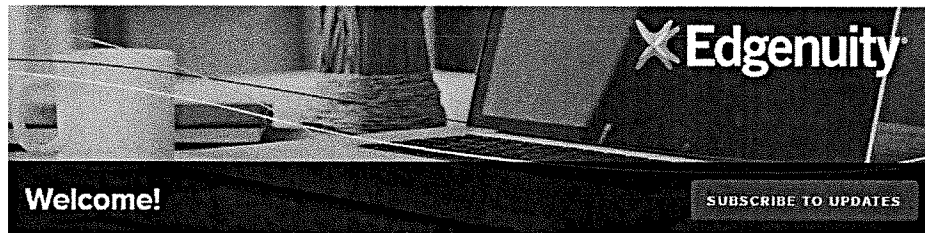
Edgenuity's system is vendor-hosted, web-based, and accessible on **multiple systems and devices** to support anytime, anywhere learning. Content is accessible from the latest versions of standard browsers. End users can access from anywhere with high-speed internet, including at home, at school, or on mobile devices.

7. Provide access for teachers and students 24 hours a day, 7 days a week with pre-communicated down times.

Edgenuity's system is vendor-hosted, web-based, and accessible on multiple systems and devices to support anytime, anywhere learning. Edgenuity frequently evaluates the proposed learning solutions using a continuous improvement cycle for effectiveness, and the Company uses the findings as a basis for improvement. Because it is a vendor-hosted system, Edgenuity's product upgrades, updates, and enhancements are automatically pushed through the system regularly, as follows:





- The Curriculum and Alignments Department monitors state standards, curriculum changes, and new developments on a continuous improvement cycle, updating the content as needed.
- The team reviews content and learning solutions minimally every year and according to changing standards.
- Edgenuity communicates maintenance windows for planned events to customers via email and website postings two weeks in advance.
- Edgenuity communicates urgent or emergency events with as much advanced notice as possible.
- Edgenuity discusses specific issue notifications directly with the Technical Support team and the designated District contact.
- Edgenuity completes a code release with patches, updates, and fixes approximately every few weeks.

The Company also maintains an external status page where users can access the status of the system (and any upcoming maintenance / update windows) at any time.



All Systems Operational

 Student and Educator Systems 	 General Edgenuity Systems 
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 Available  Performance Degradation  Service Disruption  Maintenance



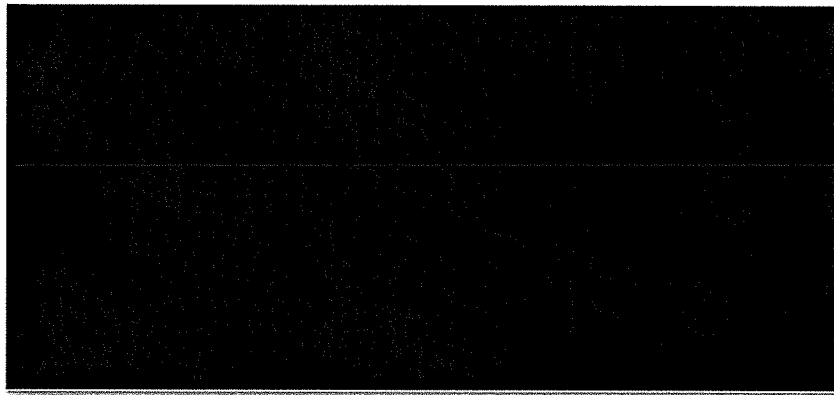
8. Align vertically allowing teachers to show curricular relationships across grades to adapt instruction for differentiation.

The learning solutions include an easy-to-use and dynamic Educator Portal that provides access to embedded instructor resources, on-demand training support, notes, rubrics, standards alignment documentation, access to the entire scope and sequences of learning activities, and more.

Secondary Educator Portal

Educators and administrators access the secondary system via the Educator Portal. See an overview of the educator experience at <https://www.edgenuity.com/educator-experience/>.

The Educator Portal is a robust and user-friendly interface that provides educators the ability to select and customize course content, present curriculum in a variety of formats, manage rosters, view student work, interact digitally with students, and more. The educator experience gives teachers the ability to manage classes and view real-time data at the student, course, school, and district level to measure student progress and achievement. Functions are organized by clearly labeled tabs across the top of the screen. Access is based on permissions, so not all educators will have the same features and functionality available to them. The Educator Portal also employs common conventions such as buttons, arrows, and other navigational prompts and commands to provide a smooth user experience.



Educators have easy access to information regarding student attendance, progress, and grades. They also may view a variety of reports that show alerts when a student has submitted an assignment for grading, has not met the defined level of achievement, and more. Filtering is available to further isolate students who need attention. The system supports the creation of customizable user groups to organize students by class period or other unique factors. Permissioned educators can view student information and progress individually or in groups. Districts can upload standardized test scores, demographic information, and other student data via a nightly import process. They also may enter data manually as needed.

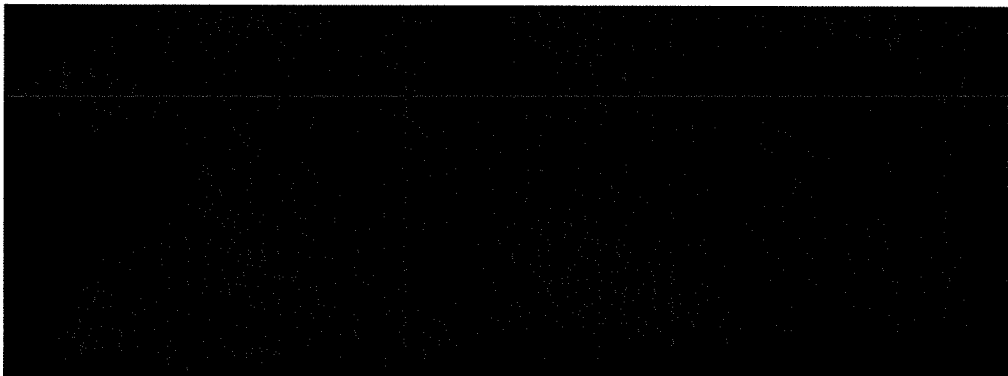
The secondary educator experience contains the following features:



Robust Reporting: Edgenuity's LMS collects and organizes student data. Teachers can use this data to differentiate instruction, address misconceptions, and answer questions one on one or in small groups. The Dashboard provides educators an at-a-glance look at student progress and alerts teachers when it is time to grade assignments, review assessments, and more. Teachers can monitor the performance and progress of individual students or multiple students at once. Additionally, the educator reports metrics provide greater visibility into the time students take to complete the course by the established target date. Through various reports, teachers and administrators can track attendance, overall grades, percentage of work completed, assignments completed, and other essential information.

Tools to Personalize Learning: Teachers and administrators can customize content on the unit, lesson, or assessment level. Educators can then choose to assign different customized versions to an individual student, a group of students, or an entire class. Permissioned teachers can add units and lessons that support cross-curricular learning, as well as, lessons that support lower level understanding of grade level content (or higher-level understanding).

Edgenuity's secondary LMS enables teachers to customize assessment settings for test time completion, passing thresholds, grade weights, and more. These settings help accommodate students with various needs, including English language learners and those with disabilities. Educators can customize courses in real time, including courses that are "in-flight." Teachers can customize assignment types, requiring students to complete more or fewer readings, writing assignments, projects, and other activities. The course customization tool allows for easy drag-and-drop reordering of content from Edgenuity's content library as well as a standards-based and keywords-based search for applicable content.



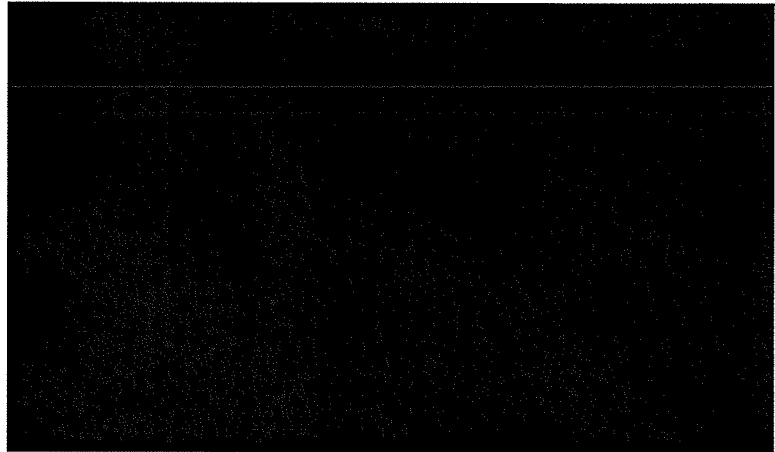
Embedded Communication Tools: Ongoing feedback among students, teachers, and families helps motivate students, improve communication skills, and build supportive relationships. Teachers can motivate students, pose or respond to questions, and share announcements directly with students through the built-in email platform. Teachers can enhance group discussion and collaboration by posting questions and prompts in the asynchronous discussion platform. Further, educators can communicate directly with families by emailing progress reports daily, weekly, or monthly. Families can log on to the Family Portal for detailed information about student progress and achievement.



Manage Courses Page: The Manage Courses page provides an essential tool for administrators to assist in customizing and distributing courses. Users can manage all courses across all schools individually or in batches. Manage Courses provides users the ability to:

- Filter courses by school, subject, grade level, series, exam, or enrollment.
- Search for courses by name, prefix, or course ID.
- Archive old courses or those with no enrollments individually or in batches.
- Copy multiple courses to multiple schools.

Manage Students Page: The Manage Students page provides administrators the ability to manage student accounts in bulk across multiple schools. Administrators may use filters to isolate student accounts by school, group, grade level, last login date, account options, English learner status, and parent / guardian information. Educators can search for students by name, parent name, or student ID, or they now may filter student rosters using a single letter. Educators may archive or enable accounts individually or in batches. Additionally, they may set or edit account options for one or multiple students regarding text-to-speech, translation, and orientation videos. Educators may apply student grade level changes or promotions to multiple students at one time.



Help Center: Edgenuity offers 24/7 access to the Help Center for all teachers and administrative users. The Help Center is a robust online resource for teachers and administrators and provides how-to guides, on-demand training, classroom resources, videos, and rubrics.

9. Support current research on effective teaching methods to improve student learning.

The secondary content provides realistic academic rigor and age appropriate instruction. Each unit and lesson include an overview describing objectives, activities, assignments, assessments, and resources to provide multiple learning opportunities for students to master the content. The instructional design incorporates established principles of effective instruction that contribute to student achievement in various learning environments. Curriculum provides intensive, explicit, and systematic instruction. The content addresses students' differences, readiness levels, cultural backgrounds, intelligence preferences, and learning styles. Research-based instructional practices include:

- **Systematic and explicit instruction**, designed to help students acquire, practice, and apply skills and knowledge. Explicit instruction represents a research-verified approach to teaching that is direct, structured, systematic, and unambiguous.



- Activities to **promote metacognition** and deeper understandings. Research indicates that deep thinking for transferable knowledge results when students understand the general principles underlying specific facts, concepts, and examples.
- **Organizers** to help students learn more effectively. Researchers have speculated that presenting information in graphic organizers may reduce students' cognitive load by drawing attention to key elements of content and lowering the processing demands in the brain necessary to associate new concepts with already familiar concepts.
- Integration of all levels of **Bloom's Taxonomy** to engage students in critical thinking as they complete lessons in a sequentially-based mastery approach.
- Strategies to address a **variety of learning styles**.
- Content presented in a **developmentally appropriate** way.
- Implementation of principles of **Universal Design for Learning**.
- Incorporating **multiple means** of representation, expression, and engagement.

The curriculum is designed to support content area knowledge and **higher order thinking** skills. An expert teacher provides direct instruction, explains concepts, models strategies, and makes real-world connections in engaging instructional videos. Assignments include multimedia, interactive activities designed to incorporate real-world relevance into the curriculum and ensure students master key concepts and develop their analytical and critical thinking skills. Interaction and communication skills are embedded in writing assignments, projects, performance tasks, eNotes, email communications, chat, and the Collaboration Corner threaded discussion forum.

Supporting Research

The proposed content and curriculum have been reviewed internally and by third-party organizations and aligns with research on effective instruction. The instructional design of the content is designed based on current research in online learning, neuroscience, educational psychology, and instructional design. For examples, please visit: <https://www.edgenuity.com/the-difference/research-foundations/>.

Research confirms that Edgenuity's content and learning solutions positively impact student achievement across grade levels and student populations. The proposed solutions have been proven effective with a variety of learners and implementation models. The Company features a dedicated Research Department and works closely with independent statisticians to systematically collect and analyze data to provide a comprehensive picture of student learning, instruction, and program and system effectiveness. We continue to partner with school districts and third-party research organizations to conduct evaluations that measure results and drive success for all students.

Demonstrated Effectiveness

Third-Party Evaluations

Third-party evaluations include the following:



- Interactive Educational Systems Design (IESD), an independent research firm, documented how Edgenuity's content aligns with research on effective instruction. IESD found that Edgenuity's instruction is systematic and explicit; promotes deeper learning and metacognition; incorporates multimedia and graphic organizers in ways that reduce cognitive load; and implements principles of Universal Design for Learning (UDL), including multiple means of representation, expression, and engagement to meet students' individual needs.
<https://www.edgenuity.com/wp-content/uploads/2017/01/Foundations-Paper-2.pdf>
- Edgenuity has completed more than 87 successful course reviews through Quality Matters. Quality Matters design standards are based on widely agreed-upon best practices and supported by a growing body of research.
https://www.qualitymatters.org/reviews-certifications/qm-certified-courses/nojs/1/rev_count/0/edgenuity/3
- Edgenuity's robust learning solutions have earned the Research-Based Design product certification from Digital Promise. This third-party certification is intended to serve as a rigorous, reliable signal for consumers, including school administrators, educators, and families, looking for evidence of research-based educational technology (edtech) products.
<https://www.edgenuity.com/edgenuity-courseware-awarded-certification-by-digital-promise/>
- NCAA approved – Edgenuity offers a full complement of NCAA approved courses. The NCAA reviewed Edgenuity's curriculum and instructional model and found it to meet online courses' requirements. For use with district teachers, the district must submit their instructional model to the NCAA and indicate that they use Edgenuity's curriculum.
- Advanced Placement – Edgenuity's Advanced Placement courses have been approved by the College Board.

Edgenuity Efficacy Studies

To illustrate demonstrated success and evidence of student achievement gains, an overview of Edgenuity efficacy studies for the Courseware solution is provided below.

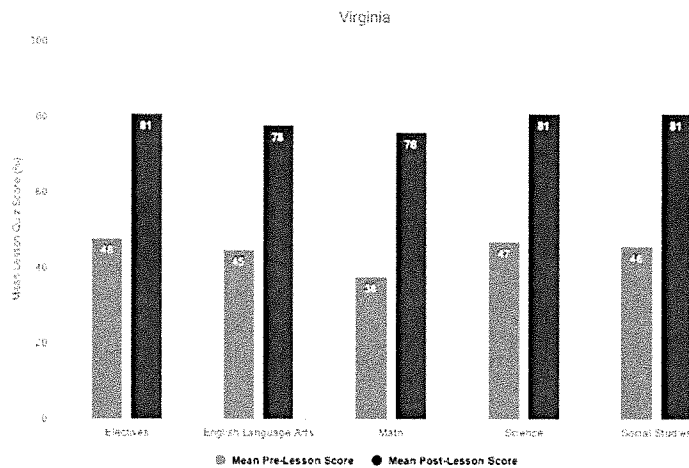
- Located just south of Houston, Pasadena Independent School District (PISD) is a large urban public-school district serving more than 55,000 students in 65 schools. During the 2014–2015 school year, 82 percent of students were Hispanic, and 77 percent were economically disadvantaged. In 2013, administrators began looking for a flexible online curriculum that would not only allow gifted students to take more advanced classes, but also provide credit recovery options to struggling students. The district chose Edgenuity Courseware because of its wide range of core, elective, and test preparation course offerings. Results from an efficacy study suggest that Edgenuity is having a positive impact on the academic achievement of PISD students. Access the efficacy study at:
<https://www.edgenuity.com/Case-Studies/Pasadena-ISD-Texas-Research-Brief.pdf>
- Richmond County School System (RCSS) is a large, high-poverty school district in Georgia serving 32,159 students in 57 schools. Most students in the district are African American (73 percent); 22

percent are Caucasian, and the remaining 5 percent are Asian, Hispanic, or represent other nationalities. Approximately three-quarters of students qualify for free or reduced-price lunch. RCSS has successfully utilized Edgenuity courses in a six-week summer blended learning program to give at-risk academically disenfranchised students more personalized instruction and a second chance to learn subject matter and recover credits. Access the case study:

<https://www.edgenuity.com/Case-Studies/Edgenuity-Case-Study-Richmond-County-GA.pdf>.

- **Gains Report Generator:** The Gains Report Generator provides custom reports by state of the results from Edgenuity quizzes administered at the start and end of each lesson during the 2017-2018 school year.

<http://www.edgenuity.com/the-difference/efficacy/gains-report-generator/>



For more information regarding Edgenuity's Research and Efficacy Studies, visit <https://www.edgenuity.com/efficacy/>.

Visit the Edgenuity website for a complete overview of research and efficacy studies, awards and recognitions, accreditation, state approvals, and instructional materials adoptions – all exemplifying the Company's commitment to providing an exceptional online experience that values positive student achievement.

Research and Efficacy Studies: <https://www.edgenuity.com/results-from-online-learning/>

Awards and Recognitions: <https://www.edgenuity.com/about-edgenuity/awards/>

Accreditation, Approvals, and Adoptions: <https://www.edgenuity.com/about-edgenuity/accreditation/>

Testimonials: <https://www.edgenuity.com/video-library/>

Customer Profiles: <https://www.edgenuity.com/edgenuity-customer-reviews/>



10. Quizzes, tests, and exams should include formative and summative assessments and include randomly generated questions to ensure integrity of the assessments for students who may retake due to non-mastery.

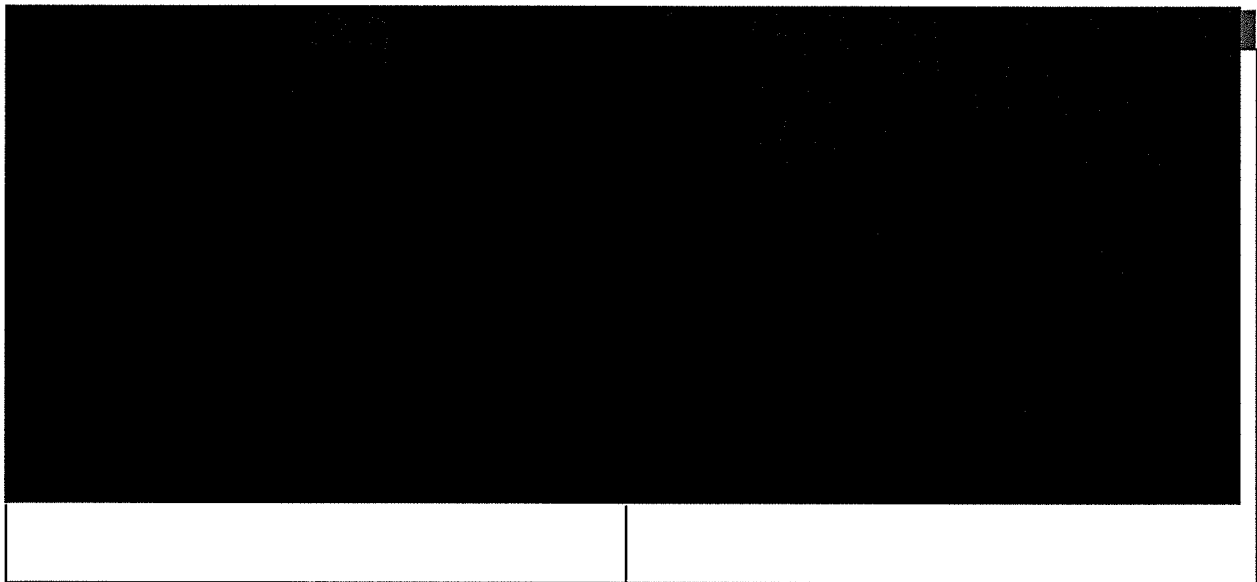
Edgenuity includes formative and summative assessments as well as randomly generated questions to ensure the integrity of the assessments. Please refer to section **A.9** in this tab for an overview of the four types of assessments available.

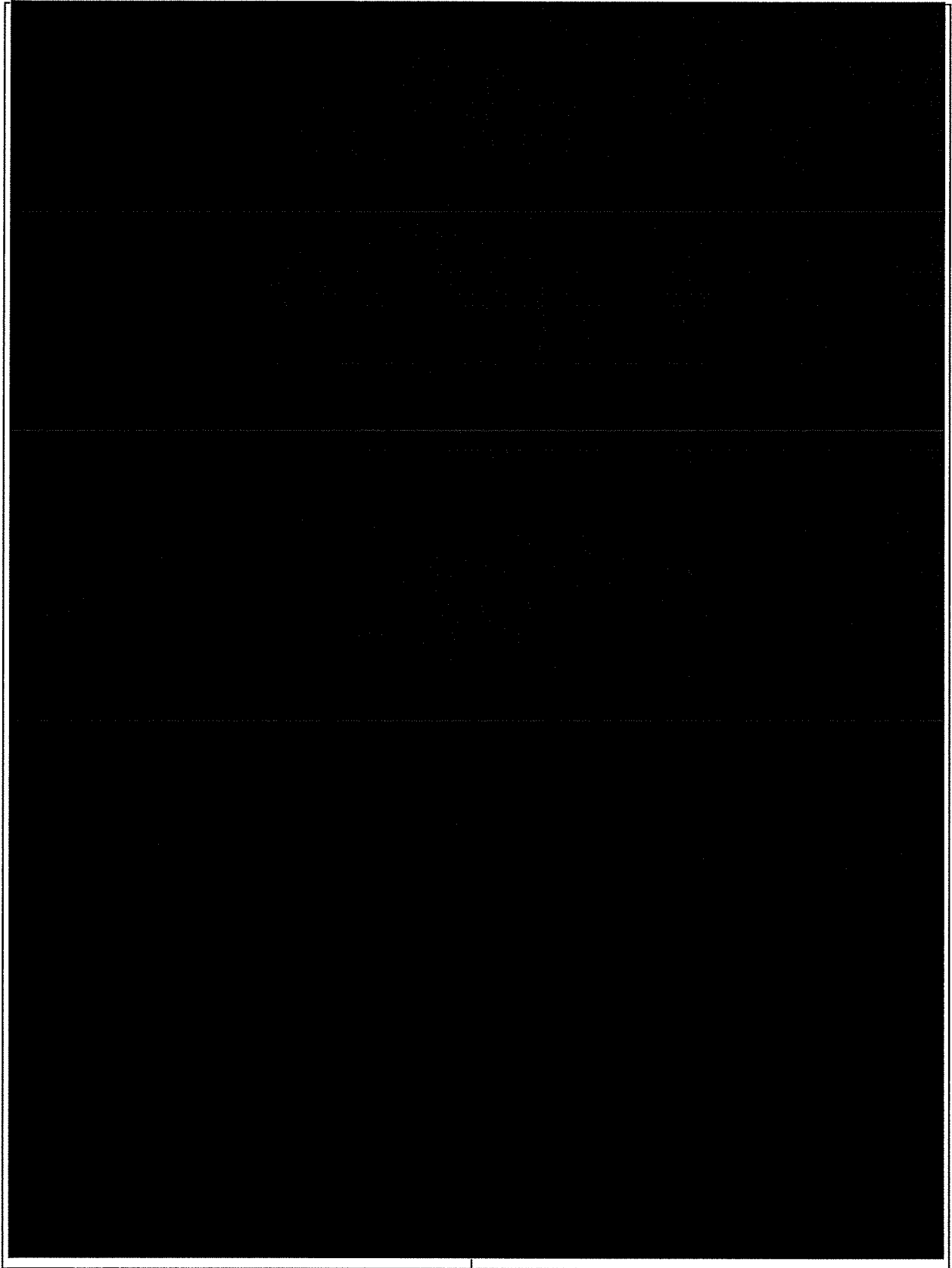
Formative and summative assessments test for mastery and provide immediate, actionable feedback for students and teachers. If activated, pretesting provides adapted course content for each student. Additionally, teachers can modify assessments to give students more time, change the passing thresholds, allow for additional retakes, or adjust grade weights.

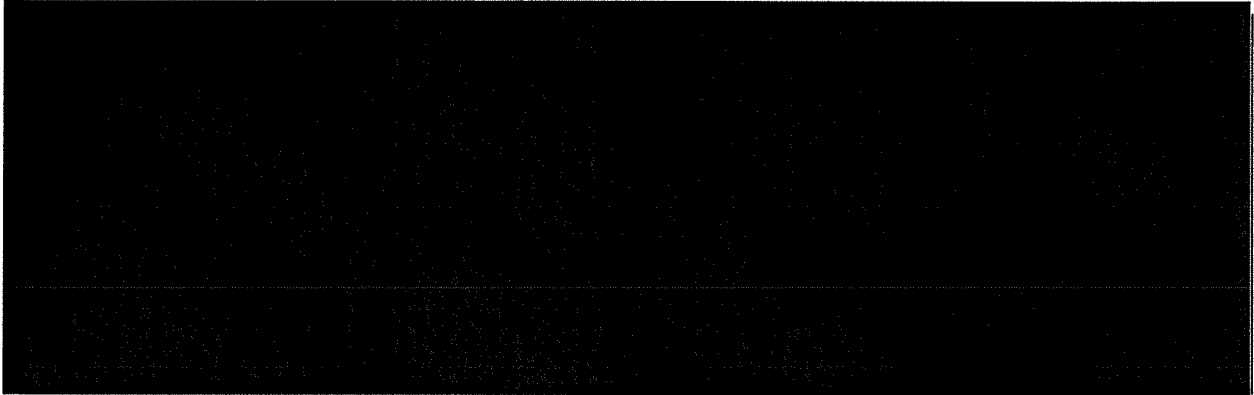
Edgenuity assessments have robust question banks. Question banks are randomized, ensuring different test questions for each assessment attempt. Each assessment attempt generates a new test for the student, so that the student does not have the same test questions or test order for a subsequent attempt.

All Edgenuity's assessments are designed to provide observable evidence of standards mastery. Instruction and assessments include **multiple task and item types** that familiarize students with the computer-based interactions they will see on standardized tests.

Tasks may include drag-and-drop ordering, sorting, matching, open ended, and multiple dropdown selections. Tasks and assessment banks may include multiselect checkboxes, fill-ins, number entry, and multiple-choice questions. Essays and other short writing opportunities are embedded as appropriate. Educators may add project-based assessments, performance tasks, and constructed response writing prompts to assessments via course customization tools. To illustrate the varied questioning formats, an overview of task types found in the secondary solution follows:







11. Provide HCPS the control to set passing thresholds (scores) and re-take opportunities on assessments.

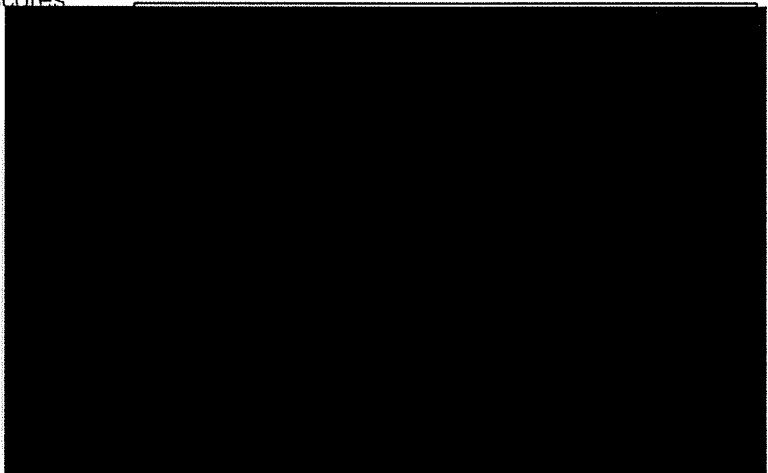
As previously mentioned, teachers can modify assessments to give students more time, change the passing thresholds, allow additional retakes, or adjust grade weights. Please refer to section **B.5** in this tab for more information.

12. Provide the teacher the ability to review options based on student weaknesses before summative assessments, as well as the ability for the teacher to monitor and lock certain provisions of the instructional program, thus allowing student completion solely under the direct supervision of the teacher.

Formative and summative assessments test for mastery and provide immediate, actionable feedback for students and teachers. If activated, pretesting provides adapted course content for each student. Additionally, teachers can modify assessments to give students more time, change the passing thresholds, allow additional retakes, or adjust grade weights.

Lesson Mastery Report: The Lesson Mastery Report gives educators a customizable at-a-glance view of student and class progress and achievement data. Educators can view average and individual student assessment scores

by standards to group students for re-teaching and intervention. Educators can drill into any lesson to examine which students are struggling and / or active, and they can view assessment questions and individual student responses for targeted, real-time intervention. Lesson Mastery Report data highlights struggling students and their quiz attempts, the Lesson Activity, and associated standards information, including how students are performing in relation to a standard.

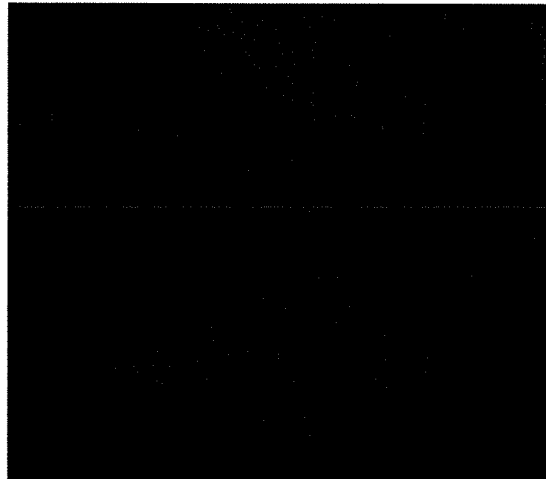




Educators can drill into any lesson to view which students are struggling and / or active, with visibility into the assessment questions and individual student responses for targeted, real-time intervention.

Gradebook: Edgenuity's Gradebook tool makes it easy for educators to view all student scores for an activity on one screen. At a glance, educators can access test, quiz, or activity scores for an entire class or a defined group. Alerts notify users when a student is out of retakes, has submitted an assignment to be graded, or has reached an assessment that must be unlocked. The Gradebook provides teachers the ability to view and grade assignments, change a score, and reset or bypass an assignment as needed. The Gradebook allows educators to:

- View every student's grade on every activity in a lesson.
- Track student progress, overall grade, active time, and days since last action for all students enrolled in the course.
- See alerts when students have bypassed activities, have submitted assignments to be graded, are out of retakes, or have activities pending teacher review. Teachers also see alerts when students have not reached the passing threshold or when they have pretested out of a lesson.
- Sort relevant data by a specific course or predefined group of students.
- Educators can choose to view the Gradebook at multiple levels. For example, in Test Scores view, the Gradebook displays all units or topics in the course and the unit or topic test scores for each student.



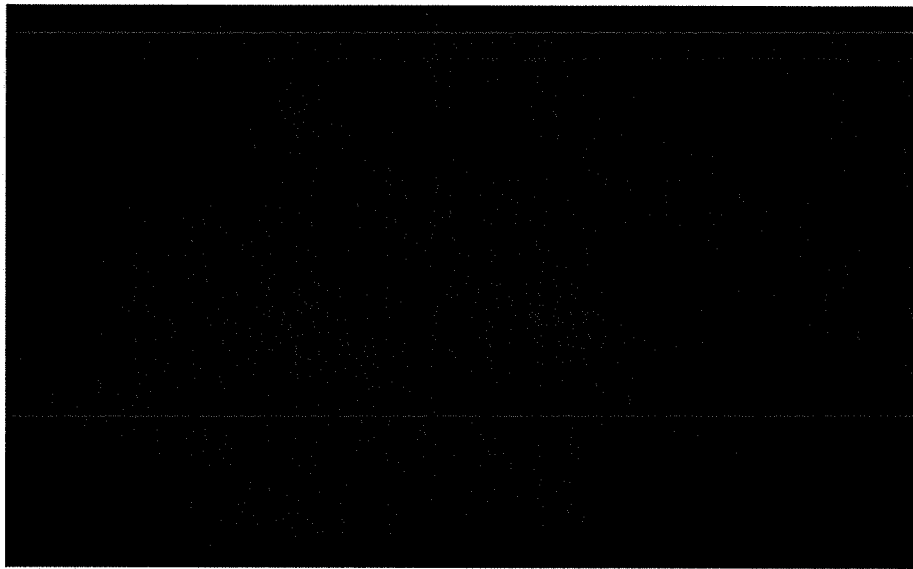
13. Include a feature that enables teachers to upload self-authored lessons, projects, digital content, or external resources into a digital course and manage the design of the course including this uploaded content.

Permissioned educators can build custom courses, instructional sequences, and concept recovery strands, and they can assign content in many ways. Content can be customized and assigned on the individual or group level as a supplement or catch-up on individual lesson(s). Permissioned educators can modify existing content as well as author and insert original content.



Educators can customize content on the whole course and / or individual student level. Customization tools are permitted, allowing designated administrators to specify which educators can customize courses at different levels. Administrators can control the permissions to customize content as needed. Permission variations can be set at the school and / or teacher level. Permissions can be revised or revoked at any time; customization actions are logged.

The flexible customization toolset allows educators the ability to add, remove, reorder, and insert content. Customization takes place in real time, and customization options are available for courses that are “in flight.” Educators can customize content for specific students, small groups, or an entire class so that certain students may focus on specific standards or skills. Teachers also can customize assignment types so that students are required to complete more or fewer readings, writing assignments, projects, or other activity types. The course customization tool allows for easy drag-and-drop reordering of content from Edgenuity’s content library.



At the course and student level, customization tools allow permissioned educators to:

- Take out entire units, lessons, or activities. Tests and exams automatically adapt to assess only what is included.
- Change the order in which units, lessons, and activities appear.
- Author and insert original projects and writing prompts and add these to a lesson within a course.
- View lesson objectives, activity descriptions, and estimated activity times.
- Search by standard or keyword to pinpoint exact content.
- Add supplemental activities for remediation and enrichment.
- Apply course editing options, including prescription and pretesting.

When educators add / remove content, all connected data migrates with modifications. The system automatically customizes assessments to meet the customized course’s objectives. For example, if certain

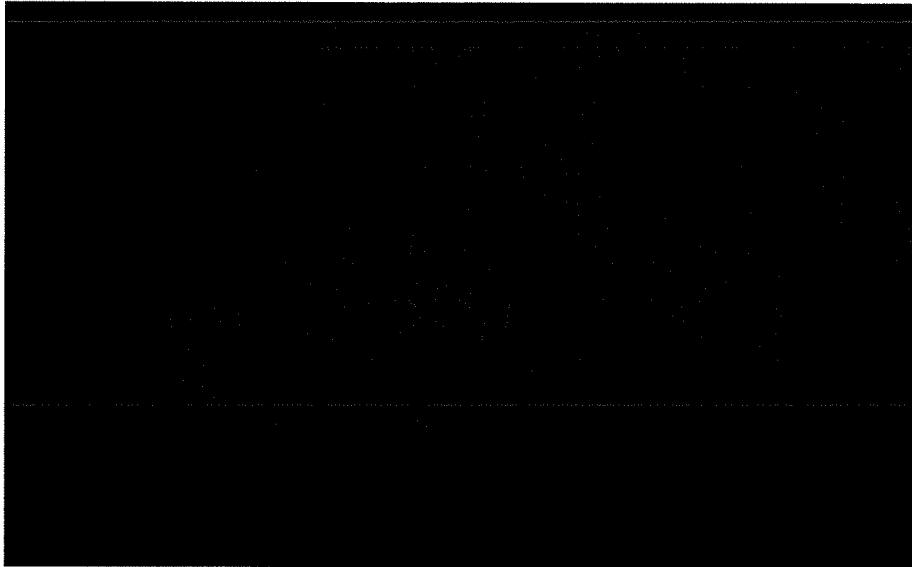


content is removed, all assessment questions correlated to that content are also removed. Further, estimated course completion time and activity completion time is displayed in the customization toolset. As educators add / remove content, this time dynamically adjusts.

Once educators create customized courses, they can save them and share them with others. The District can standardize courses and roll them out to all schools / programs, or each school can create its own customized instance of available courses.

Teacher-Authored Content

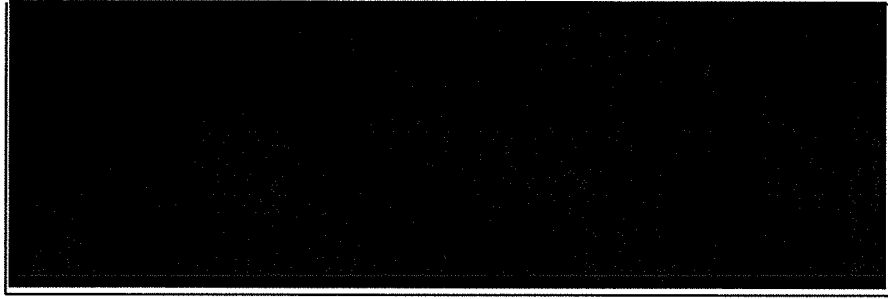
Permissioned educators may use the robust customization tools to author / insert original projects and writing prompts. Teacher-created projects support uploading various file types appropriate for Microsoft Word, PowerPoint, Excel, PDF, and more. Educators may link to videos or other resources if desired. They also may calculate their created materials into the progress and completion percentage. Once an educator has authored an activity, they can assign it to a grade weight category.



Course Options

In addition to customizing content, permissioned educators can modify options at the course or student level to best meet diverse learning styles and needs. **District or site-level administrative staff** can **standardize and set** these options, and **administrators** can control the permissions to modify editing options. Similarly, administrators can set permission variations at the school and / or teacher level. Administrators or teachers can edit:

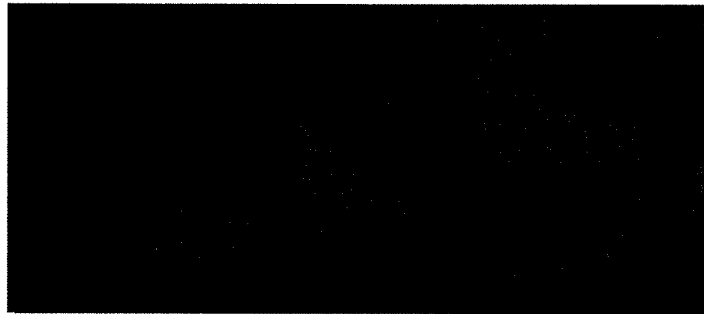
- Assessments by adjusting thresholds, **grade weights**, assessment options, time limits, fail attempts, automatic progression, and notes.
- Start and target completion dates by customizing **assignment calendars** and tracking progress.
- **Grading options**, teacher reviews, activities reviews, and free movement in the course.
- Quiz review options for **customizing assessment feedback**.



Course editing options include passing thresholds, grade weights, fail attempts (re-take opportunities), and more. An overview of popular course editing options follows:

Passing Thresholds and Grade Weights

Educators can specify the pass / fail percentage for each type of individual assessment. The grade weight assigned to each assessment in a course can be adjusted to match District and / or school policies.



Assessment Options

Educators can use the Assessment Options to select the options available to students as they take their assessments.



Time Limits for Assessments

Educators can change the allowed time for students to complete an assessment at the District, school, or individual student level. This feature allows assessments to meet District and school policies. Educators can also make necessary adjustments for English language learners and students with special learning needs.





Free Movement and Pretesting

When an educator enables free movement, a user can move freely in the course without having to complete lessons in sequential order. Pretesting provides the option to test out of specific lessons by demonstrating mastery of content.

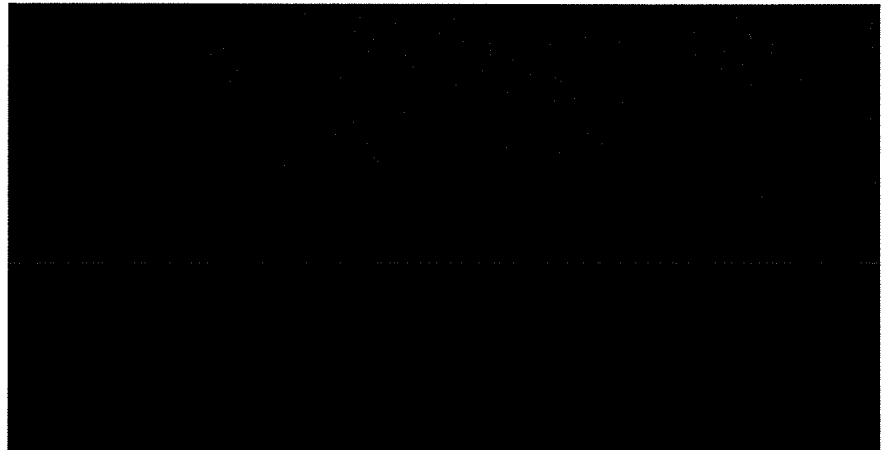
All course options can be set and modified at the whole course or individual student level.

14. Include functionality that allows teachers to create their own assessment items to be included in the course assessments.

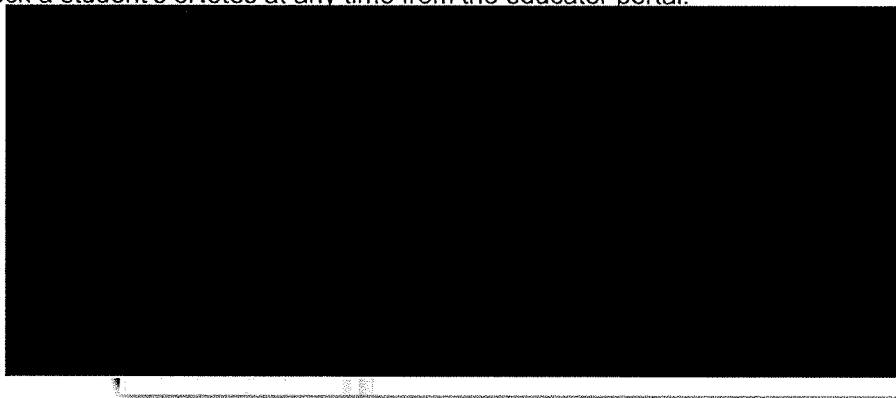
Please refer to the response above in section B.13 for an overview on content customization.

15. Include program embedded student note-taking capabilities, which will allow teachers to monitor and check notes.

An option for student notetaking is embedded into the program and facilitators can monitor and check notes at will. Edgenuity's eNotes feature enables students to synthesize information and record questions and observations in a digital notebook. Students can pause or stop the lesson at any time to reflect and record information in their eNotes. This tool scaffolds the learning process for students, helping them pull out the important parts of the lesson for later use. A dynamic glossary and word look-up tool helps students build their academic vocabulary, while transcripts and video captions allow students to follow along with the on-screen reader. A glossary and lesson transcripts are also available to aid in comprehension and note-taking.



Facilitators can check a student's eNotes at any time from the educator portal:





Permissioned educators are also able to enable the option to have eNotes available during assessments at the course or individual student level. This option can be configured for each assessment type.

16. HCPS manages credit recovery at each school with specific credit recovery instructors. These instructors manage and track progress of the assignment of course work to students. The instructor and student are not scheduled to a course in the Student Information System. The proposal should provide a detailed explanation of the setup required for making a user a credit recovery instructor at a school and how they would find students in the system and be able to assign and track coursework and progress for the student.

Edgenuity's system provides users a full suite of administrative tools. The proposed solution includes multiple levels of access, including the defined user roles of administrator, teacher, and student. Role-based security establishes controlled accessibility and manipulation of the system. The designated administrator(s) will assign specific roles and permissions to individuals or groups of users; Edgenuity's system supports the ability to import users and set permissions by role and / or by campus if desired. Roles and permissions can be customized on an individual or group basis and modified or updated as needed.



Administrators can also manage permissions via AD groups if they are utilizing single sign-on (SSO) via Active Directory. The following is a sample of administrator permissions categories:





Please refer to the response in section **B.8** in this tab for more information about the educator portal.

17. The proposed solution must have the following reporting features:

- a. View student progress toward on-time completion of the course and student’s grade status.**
- b. Allow district-level personnel to review district wide progress and site-based progress in a single comprehensive report.**
- c. The ability for teachers to modify the grade calculation for a final grade to include averaging of various completed activities.**
- d. The ability to include outside supplemental activity grades from the teacher into the final grade calculation.**

Stakeholders have 24/7 access to robust reporting and progress monitoring tools, which can be used to measure **individual student** growth and improvement as well as **group** growth and improvement.

Users can aggregate a variety of different report formats by class, grade, school, and multiple schools and disaggregate them by demographics, response to intervention (RTI) tier, and special programs to provide teachers and administrators meaningful, actionable data. Utilizing Edgenuity’s internal communication tools, educators can set up automated progress reports or other internal communications to parents on regularly scheduled intervals. Reports are available in HTML, PDF, and CSV formats for easy printing, emailing, or exporting to other data management systems.

Regardless of solution, access to data and reporting is included at no additional cost and is **permission-based**, ensuring the security and integrity of student data. A listing of the most popular reports follows:

Secondary Reports for Educators

- Individual Course Progress Report
- Assignment Calendar
- Attendance Log
- Session Log
- Dashboard
- Score Overview
- Lesson Mastery Report
- Gradebook
- Manage Enrollments
- Recent Actions Log
- Administrative Summary Reports

Secondary Reports for Students and Parents

- Progress Report
- Assignment Calendar
- Attendance Records

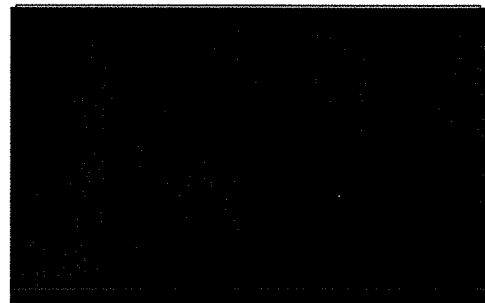
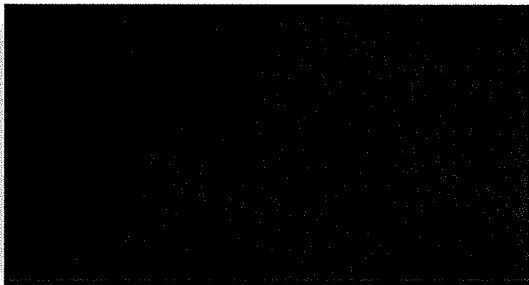


- Student Scores
- Teacher Feedback
- Family Portal (Attendance Log and Progress Report for parents / guardians)

Courseware Reporting and Monitoring Exemplars

Attendance Log and Session Log: Edgenuity offers an **Attendance Log** that aids educators in keeping track of student attendance and Active Time. The Attendance Log provides a daily or weekly overview of student attendance and time spent on task. Educators may use filtering options to isolate and monitor specific groups of students; they may also examine the Attendance Log to view a student’s daily time in the course, daily assessments completed, or weekly time in the course.

For a more granular view, teachers and administrators can review the amount of time a student spends logged in to the system, including the amount of time the student was idle in the **Session Log**. This report also allows teachers to monitor student attendance in each assigned course. Using date ranges, teachers can access a weekly overview of total work and a breakdown of individual session work.



Individual Student Progress Report: At the student level, educators have access to a Student Progress Report that contains the following information:

- Complete Percentage: Percentage of the assigned content the student has completed to date.
- Overall Grade: A weighted average of the activities a student has completed in the assigned content to date.
- Complete (Count): Percentage of the assigned content the student has completed, calculated by dividing the completed number of assignments by the total number of assignments.
- Start Date: Date student should begin the assigned content (specified by permissioned educator).
- Target Date: Date student should complete the assigned content (specified by permissioned educator).





- Relative Grade: Grade computed by assigning zeros for all incomplete activities.
- Actual Grade: Grade that incorporates a progress penalty and calculates the actual grade using actual progress divided by the target progress.
- Target Completion Percentage: Percentage of the assigned content the student should have completed based on the start and target dates set by the teacher.

Dashboard: Teachers can use the Dashboard's powerful student monitoring and alert system to stay updated on student progress. Color-coded alerts notify teachers of students who need immediate attention. Students who need attention appear with one of three alert icons next to their names:



Student has submitted work to be graded by a teacher.



Student needs Teacher Review before starting an assessment.



Student is out of retakes.

The Dashboard helps teachers identify and assist students who cannot progress, identify students who are falling behind so they may provide additional support, monitor student progress and update student or course / individualized learning path (ILP) information, view days since last student action, manage specific groups of students, view target completion dates, or review student grades.

Lesson Mastery Report: The Lesson Mastery Report gives educators a customizable at-a-glance view of student and class progress and achievement data. Educators can view average and individual student assessment scores by standards to group students for re-teaching and intervention. Educators can drill into any lesson to examine which students are struggling and / or active, and they can view assessment questions and individual student responses for targeted, real-time intervention. Lesson Mastery Report data highlights struggling students and their quiz attempts, the Lesson Activity, and associated standards information, including how students are performing in relation to a standard.

Educators can drill into any lesson to view which students are struggling and / or active, with visibility into the assessment questions and individual student responses for targeted, real-time intervention. Lesson Mastery Report data includes:

- Percent of struggling students and student quiz attempts.
- Lesson activity.
- Standards:
 - Shows the standards associated with a lesson.
 - Shows how students are performing on that standard across multiple lessons.





Gradebook: Edgenuity's Gradebook tool makes it easy for educators to view all student scores for an activity on one screen. At a glance, educators can access test, quiz, or activity scores for an entire class or a defined group. Alerts notify users when a student is out of retakes, has submitted an assignment to be graded, or has reached an assessment that must be unlocked. The Gradebook provides teachers the ability to view and grade assignments, change a score, and reset or bypass an assignment as needed. The Gradebook allows educators to:

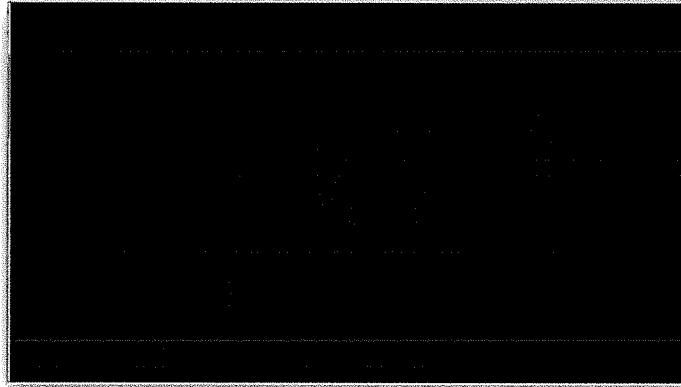
- View every student's grade on every activity in a lesson.
- Track student progress, overall grade, active time, and days since last action for all students enrolled in the course.
- See alerts when students have bypassed activities, have submitted assignments to be graded, are out of retakes, or have activities pending teacher review. Teachers also see alerts when students have not reached the passing threshold or when they have pretested out of a lesson.
- Sort relevant data by a specific course or predefined group of students.
- Educators can choose to view the Gradebook at multiple levels. For example, in Test Scores view, the Gradebook displays all units or topics in the course and the unit or topic test scores for each student.



Manage Enrollments: The Manage Enrollments page provides permissioned users a view of enrollments for courses assigned to a specific teacher, all courses in a specific school, and / or all courses in the District. Educators can use the Manage Enrollments page to find enrollments that meet specific criteria, mark those enrollments complete or disabled, and change start and target dates for those enrollments. For custom viewing, educators can select the columns they wish to display on the Manage Enrollments page. In addition to student and course names, these columns show course or student information, progress metrics, grade



metrics, and important enrollment dates. District administrators with access to multiple schools can choose to display the school name as well. The Manage Enrollments page has a search feature; educators can search by course name, student name, or ID number to find relevant information. Additional filters allow users to isolate data further.



Manage Courses: To fully support curriculum management, Edgenuity's **Manage Courses** page provides an essential tool for administrators to assist in customizing and distributing courses. Administrators may use this page to manage all courses across all schools (if applicable), individually, or in batches. *Manage Courses* provides permissioned educators and administrators the ability to:

- Filter courses by school, subject, grade level, series, exam only, and enrollments.
- Search for courses by name, prefix, or course ID.
- Archive old courses or those with no enrollments, individually or in batches.
- Copy multiple courses to multiple schools.

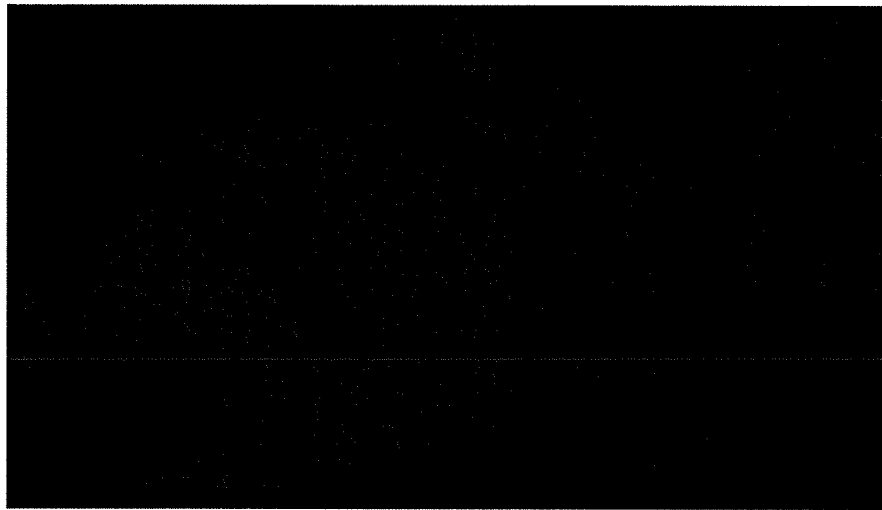


Course Report: The system supports the ability to track student performance at the individual level. The Course Report shows a student's entire course and the score the student earned for each activity.



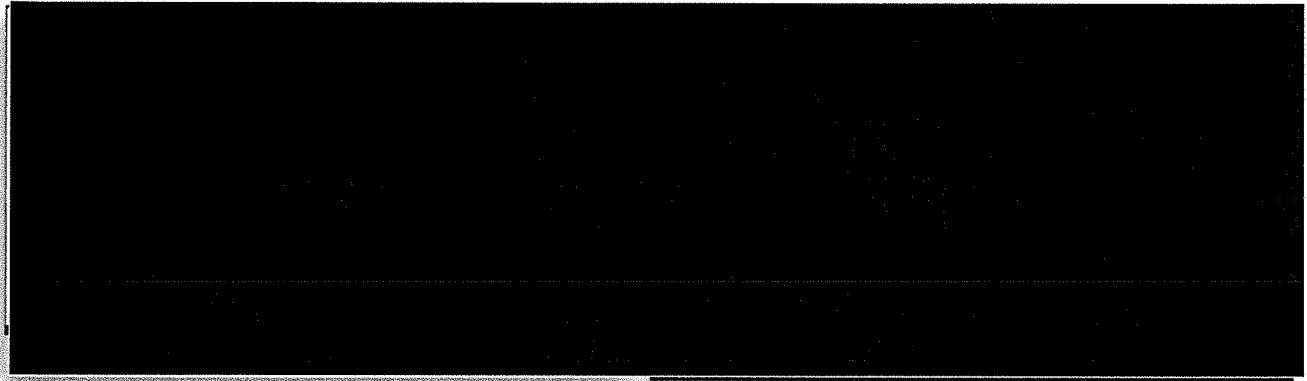
Administrative Summary Reports: Administrators have access to a variety of summary reports, including:

- Active Enrollment by Grade Level: This report allows administrators to track the numbers of students actively enrolled in Edgenuity by grade level and by school.
- Current Completed Courses by Grade Level: This report allows administrators to track course completions by grade level and by school.
- Total Enrollments by Course: This report allows administrators to track total enrollment by grade and by course.
- Courses Behind Target: This report allows administrators to summarize the number of students behind target by course.
- Courses Within 10% Complete: This report allows administrators to summarize how many courses are within 10% complete by school and by grade level.
- Courses % Complete: This report allows administrators to summarize percentage completion of students by decile by school (e.g., number of students 0-10% complete, number of students 10-20% complete).



Administrative Report Subscriptions: Edgenuity's Account Management team can provide additional custom reports if desired. Teachers can deliver these reports ad hoc upon request, or an administrator can request that Edgenuity configure reports to release on a daily, weekly, or monthly schedule. Permissioned administrators can download reports on demand from a secure folder. Additional details and custom reports are available upon request.

Student Reports: Students can **monitor** their progress and performance through the tools available in the secondary Student Portal:



C. Technical Specifications

The proposed solution shall meet the following minimum requirements:

1. User Interface

a. Browser Support – the proposed solution shall:

- i. Have compatibility with the current versions of multiple browsers – at minimum, current versions of Edge, Safari, and Chrome browsers**

Edgenuity's system is vendor-hosted, web-based, and accessible on multiple systems and devices to support anytime, anywhere learning. The proposed solution is compatible with current versions of Internet Explorer, Microsoft Edge, Safari, Firefox, and Chrome. See an overview of browser compatibility in the following table:

Edgenuity Minimum System Requirements	
Operating Systems ¹	Browsers
<ul style="list-style-type: none"> • Android™ 5.0+ • Apple iOS 10.3+ • Mac® OS X® 10.9+ • Chrome™ OS™ 57+ • Windows® 7, 8, 10 	<ul style="list-style-type: none"> • Chrome • Firefox® • Safari® • Microsoft® Edge
<p style="text-align: center;">Processor</p> <ul style="list-style-type: none"> • Processor: 2.33 GHz AMD® -or- Intel® 1.33 GHz • Memory: 1+ GB RAM 	<p>* Edgenuity products are tested on the latest supported browser versions.</p> <p>* Internet Explorer is not supported for Middlebury PowerSpeak World Languages.</p>
<p style="text-align: center;">Sound ³</p> <ul style="list-style-type: none"> • OS supported sound card • Microphone, Speakers or Headsets 	<p style="text-align: center;">Network / Speed Connection ²</p> <ul style="list-style-type: none"> • LAN 100/1000 switched to desktop • Internet access of 384 kbps per concurrent user • Wi-Fi with 54 mbps access points or better



For more information, visit <https://www.edgenuity.com/support/technical-requirements/>.

ii. Maintain compatibility with listed browser and future versions / updates / releases of the listed browser for the duration of the contract.

Edgenuity will ensure the system maintains compatibility with listed browsers for the duration of the contract. Further, the Company will provide all required updates, upgrades, maintenance and support at no extra cost for the contract term. Product upgrades, updates, and enhancements are automatically pushed through the system regularly. The District is notified of any changes, upgrades, updates, and scheduled maintenance in the internal announcements section of the learning management system. Any applicable documentation (including release notes) is provided. Edgenuity also maintains an external status page where users can access the status of the system (and any upcoming maintenance / update windows) at any time.

iii. Only require standard browser plugins.

Edgenuity's system requires only standard browser plugins. The system is browser-based and does not require client-side server installation or networked resources, ensuring that the District always has access to the most current version of the program.

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

Edgenuity supports educators in working with students of all abilities. The system includes adaptable accessibility options that support access for all learners and allow for individualization to meet unique student needs, including those of English learners or students with IEPs, 504 plans, and Section 508 requirements. These accommodations benefit multiple learning styles and include assessment adaptations, video captions / transcripts, individualized and customizable assignment calendars, read aloud and translation tools, and more.

The content and instruction accommodate varied learning styles and provide multimodal learning opportunities for differentiated instruction and concept mastery. Every lesson incorporates Universal Design for Learning (UDL); lessons contain many modes and activities (e.g., video lectures, graphic displays, text, simulations) to meet learner needs. Lessons explain key concepts and tasks using multiple representations (e.g., verbal, concrete manipulative, numerical, graphical, symbolic) and guide students in mapping meaning among the varied representations. Additionally, lessons include graphic organizers (e.g., web diagrams, hierarchical diagrams, concept maps, T-charts, Venn diagrams, flow charts, timelines, sequence graphics). Educators can access real-time progress and achievement data to inform instruction. Edgenuity content is developed in consideration of the **W3C's Web Content Accessibility** guidelines and the **WCAG AA** requirements. Edgenuity makes continual enhancements to the platform and content to ensure ongoing accessibility.

For further information, please see Edgenuity's white paper titled *Supporting Students with Disabilities* and at <http://www.edgenuity.com/the-difference/research-foundations/>.



- c. The proposed solution shall be delivered over any home or school based WiFi wireless connection through the students HCPS web browser.**

Edgenuity's system is vendor-hosted, cloud-based, and accessible on multiple systems and devices to support anytime, anywhere learning. The browser-based system is designed for ease of use with deployment, maintenance, and functionality in a typical educational technology environment. Edgenuity does not require client-side server installation or networked resources, ensuring users always have access to the most current version of the program.

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

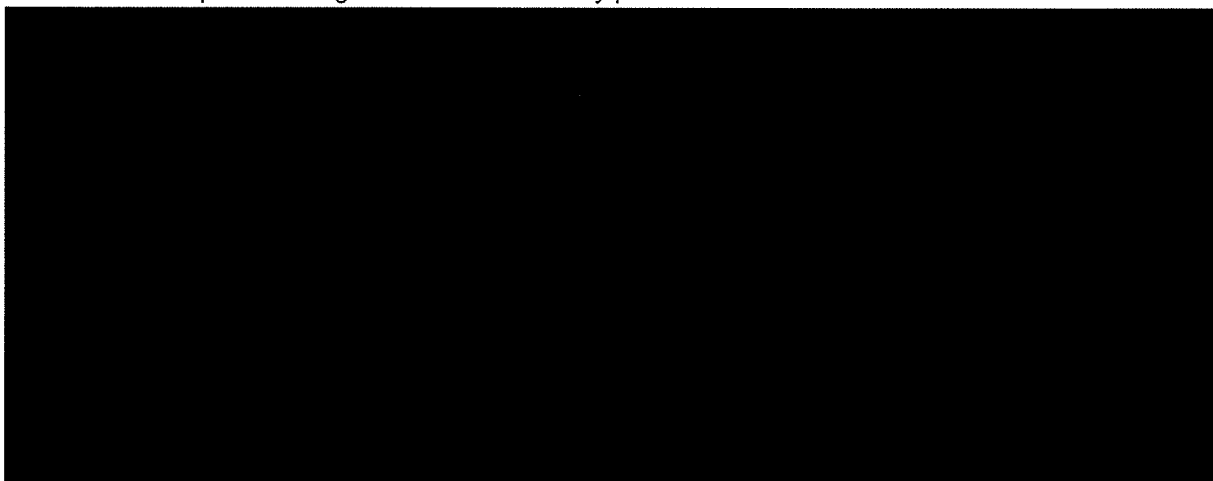
The Edgenuity system provides students and teachers an intuitive user interface with built-in visual indicators and metrics designed to track student performance goals and set progress goals.

Student Portal

Students access the secondary Courseware solutions via the Student Portal. See an overview of the student experience at <https://www.edgenuity.com/student-experience/>.

Navigation through the content and LMS is user-friendly, easy, and intuitive. Icons, commands, maps, and other prompts are clear, relevant, and accessible to users of all abilities. For example, student users are supported by a Course Map for each course and module in which they are enrolled. The Course Map serves as a dynamic and interactive scope and sequence and keeps track of the students' places, making it easy for them to log out and pick up where they left off when they log back in.

Instruction and images are clear, allowing for easy navigation. Movement through the online activities is intuitive and employs common conventions such as buttons, arrows, and other navigational prompts and commands. Examples of navigation in the secondary portal follow.

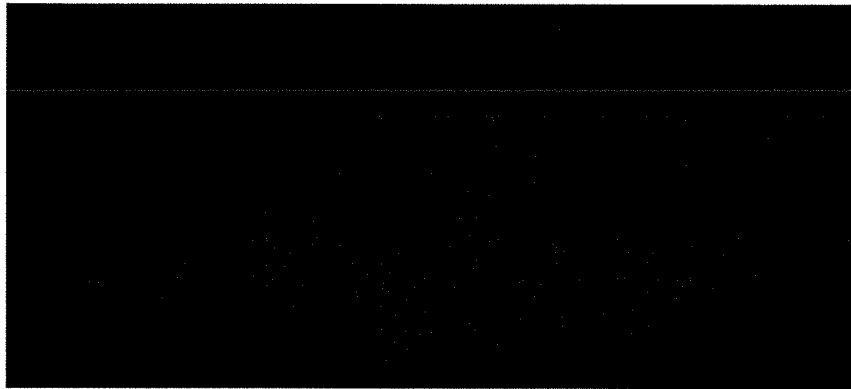




Educator Portal

Educators and administrators access the secondary system via the Educator Portal. See an overview of the educator experience at <https://www.edgenuity.com/educator-experience/>.

The Educator Portal is a robust and user-friendly interface that provides educators the ability to select and customize course content, present curriculum in a variety of formats, manage rosters, view student work, interact digitally with students, and more. The educator experience gives teachers the ability to manage classes and view real-time data at the student, course, school, and district level to measure student progress and achievement. Functions are organized by clearly labeled tabs across the top of the screen. Access is based on permissions, so not all educators will have the same features and functionality available to them. The Educator Portal also employs common conventions such as buttons, arrows, and other navigational prompts and commands to provide a smooth user experience.



Educators have easy access to information regarding student attendance, progress, and grades. They also may view various reports that show alerts when a student has submitted an assignment for grading, has not met the defined level of achievement, and more. Filtering is available to further isolate students who need attention. The system supports the creation of customizable user groups to organize students by class period or other unique factors. Permissioned educators can view student information and progress individually or in groups. Districts can upload standardized test scores, demographic information, and other student data via a nightly import process. They also may enter data manually as needed.

- e. **The proposed solution shall support mobile technology including but not limited to the specific mobile devices currently used in HCPS (iOS, Chromebooks, and Android Platforms)**

As mentioned previously, Edgenuity's system is completely browser-based; it is vendor-hosted and accessible on multiple systems and devices to support anytime, anywhere learning. Supported devices include desktop computers, laptop computers, tablets, and mobile devices; iOS, Chromebooks, Windows, and Android platforms are supported.

For more information, view the Minimum System Requirements table in the response to item **C.1.a.i** in this tab or visit <https://www.edgenuity.com/support/technical-requirements/>.



2. Web Accessibility

- a. The solution shall be accessible to persons with disabilities, including:**
 - i. Blindness, color blindness, visual impairment**
 - ii. Deafness, hearing impairment**
 - iii. Speech impairment**
 - iv. Mobility, strength, dexterity, or reach impairment**
- b. The solution shall support the use of commonly available screen readers**
- c. The solution shall comply with Federal Web Accessibility Standards (part of Section 508 of the Rehabilitation Act).**
- d. The solution shall meet Level A and Level AA guidelines as specified by the W3C's WCAG 2.0 guidelines.**

As mentioned previously, Edgenuity supports educators in working with students of all abilities. The system includes adaptable accessibility options that support access for all learners, including those with visual, hearing, speech, or physical impairments. The system allows for individualization to meet unique student needs, including those of English learners or students with IEPs, 504 plans, and Section 508 requirements. These accommodations benefit multiple learning styles and include assessment adaptations, video captions / transcripts, individualized and customizable assignment calendars, read aloud and translation tools, screen readers and more.

The program is web-based; therefore, students may use any third-party device or assistive technology software (i.e., screen readers) with the content as long the devices are compatible with the computer and browser the student uses to access the system.

Further, Edgenuity content is developed in consideration of the **W3C's Web Content Accessibility** guidelines and the **WCAG 2.0 AA** requirements. Edgenuity makes continual enhancements to the platform and content to ensure ongoing accessibility.

3. Infrastructure and System Administration

- a. 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.**

Edgenuity is a vendor-hosted solution. Edgenuity partners with Amazon Web Services (AWS) for hosting. All data is currently and will remain hosted within the continental United States of America. Data is stored via AWS in Ohio (US-EAST-2) and Oregon (USWEST-1). Edgenuity also maintains an IO Data Center in



Scottsdale, Arizona. The IO Data Center is SSAE 16 SOC 1 Type 3 Compliant; audits are performed annually.

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

Edgenuity utilizes industry standard best practices in the hosting and deployment of the solution, including data encryption. All data is exchanged using the highest level of security and data integrity as well as industry encryption standards. All student data for the student information in the learning management system and student records are stored on Microsoft SQL servers with no direct connection to the internet. Data is encrypted in transit and at rest.

- c. Successful Offeror will document compliance with all local, state, and federal laws related to student data privacy.**

Edgenuity maintains the integrity and security of student data and personal information. All data transmitted through Edgenuity solutions is secure and uses password protection and administrator-controlled permissions. District data is available in the LMS and accessible at various levels based on the program administrator's assigned permissions. The vendor-hosted system is secure; Edgenuity employs physical and network procedures and protocols to ensure data security and integrity.

Further, Edgenuity strives to comply fully with the Family Educational Rights and Privacy Act (FERPA) and has signed the Student Privacy Pledge developed by the Future of Privacy Forum (FPF) and the Software & Information Industry Association (SIIA). These provisions require additional security to protect student data against unauthorized third-party access. View Edgenuity's Privacy Policy at <https://www.edgenuity.com/privacy-policy/>.

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

Edgenuity's solution contains no commercial content, nor does it serve as a vehicle to market goods and services.

D. Device and Software Specifications

The proposed solution shall be currently compatible with the following minimum computer specifications as well as maintaining compatibility with updates / patches / versions of listed software for the duration of the contract (at a minimum beginning with the versions listed below).

- 1. Staff District-wide; All High, Middle Students and limited numbers for Elementary Students**
 - a. Windows Laptop**
 - i. Software**



1. OS – Windows 10, 1903 or higher: 64-bit
 2. Browsers – Google Chrome 86.x or above; Microsoft Edge 89.x or above
 3. Java – 1.8.0 251 or above
 4. PDF Reader - embedded within Chrome and Edge.
 5. Adobe Reader - standalone application
 6. Adobe Shockwave – 12.2 or above
 7. O365 Pro Plus
- ii. Hardware:
1. Latitude 3380s model:
 - a. Specifications
 - i. Display - 13.3-inch HD Anti-Glare LED with integrating webcam and noise reducing array microphone.
 - ii. Hard drive - 128GB SSD
 - iii. Processor - 2.50 GHz Intel® i5 -Dual Core
 - iv. Memory - 8GB DDR3 SDRAM
 - v. Graphics Card – 128MB Dedicated VRAM; 1366X768 - Native Resolution
 - vi. Network Connections: Built-in Wireless Card (802.11ac) and 10/100/1000 Gigabit Ethernet
 - b. Other:
 - i. Stereo headphone / Microphone combo jack
 2. Latitude 5420 model:
 - a. Specifications
 - i. Display - 14" FHD (1920x1080) Non-Touch, Anti-Glare, IPS, 250nits, WLAN/WWAN, HD Camera
 - ii. Hard drive – 128GB PCIe NVMe Class 35 SSD
 - iii. Processor – 11th Generation Intel® Core™ i3-1125G4 (4 Core, 8M cache, base 2.0GHz, up to 3.7GHz)
 - iv. Memory – 8GB DDR4 Non-ECC
 - v. Network connections - Intel® Wi-Fi 6 AX201 2x2 .11ax 160MHz + Bluetooth 5.1
 - vi. Graphic cards - i3-1125G4 Trans, Intel UHD Graphics, Thunderbolt
 3. Latitude 3310 model
 - a. Specifications:
 - i. Display – 13.3" HD (1366 x 768) Anti-Glare Non-Touch, Camera & Microphone, WLAN Capable
 - ii. Hard drive – 128GB PCIe NVMe Class 35 SSD



- iii. Processor – 8th Generation Intel® Core™ i5-8265U Processor (4 Core, 6MB Cache,1.6GHz,15W)
 - iv. Memory – 8GB DDR4 Non-ECC
 - v. Network Connections - Intel Dual Band Wireless Driver 9560 (802.11ac) 2x2 + Bluetooth 5.0; Intel® Dual Band Wireless AC 9560 (802.11ac) 2x2 + Bluetooth 5.0
 - vi. Graphics card - Intel® Core™ i3-8145U Processor w/Intel® HD Graphics 620
4. Latitude 3180 Education model – Elementary Carts:
- a. Specifications:
 - i. Display - 11-inch HD with integrated webcam
 - ii. Hard drive - 64GB eMMC Storage - Hard drive
 - iii. Processor - Intel® Pentium® N4200
 - iv. Memory - 4GB 1600MHz LPDDR3
 - v. Video Card – Intel integrated HD graphics 4600
 - vi. Network Connections – Intel Dual Band Wireless-AC 7265 802.11AC Wi-Fi + BT 4.0 LE Wireless Card (2x2)
 - b. Other:
 - i. 2 speakers
 - ii. 1 Combo headphone/microphone jack
 - iii. USB card reader
- b. Chromebooks (primary device for elementary students; Grades 1st-5th)
- i. Software
 - 1. Chromium OS86.x+ or above
 - ii. Hardware:
 - 1. Dell Chromebook 3180 (touch & non-touch):
 - a. Specifications:
 - i. Display – 11.6-inch HDF
 - ii. Hard drive – 16GB eMMC
 - iii. Processor – Celeron N3060
 - iv. Memory – 4 GB
 - v. Video Card – Intel integrated HD graphics 4600
 - vi. Network – Built-in Wireless Card (802.11a/g/n)
 - b. Other:
 - i. 2 speakers
 - ii. Headphone / Microphone jack
 - iii. Integrated webcam

2. **Dell Chromebook 3100 (touch & non-touch):**

a. **Specifications:**

- i. **Display - 11.6" HD (1366 x 768) Anti-Glare Non-Touch, Camera & Microphone, WLAN Capable - Display**
- ii. **Hard drive - 16GB eMMC**
- iii. **Processor - Intel Celeron N4020 (Dual Core, up to 2.8GHz, 4M Cache, 6W) 1 USB Type-C, 1 USB 3.1**
- iv. **Memory - 4GB 2400MHz LPDDR4 Non-ECC**

c. **iOS Devices – Elementary (primary device PreK-K) and Secondary**

1. **Software**

- i. **iOS version - 14.x**
- ii. **Safari browser**
- iii. **Hardware (Based on iPad MR7F2LL/A)**
- iv. **Specifications:**
- v. **Display - 9.7-inch (diagonal) LED-backlit, multi-touch with IPS technology**
- vi. **Storage – 32GB**
- vii. **Wireless-A, Wireless-AC, Wireless-B, Wireless-G, Wireless-N**
- viii. **Bluetooth 4.2 Technology**
- ix. **Camera, Photos, and Video Recording**

As mentioned previously, Edgenuity's system is completely browser-based; it is vendor-hosted and accessible on multiple systems and devices to support anytime, anywhere learning. Supported devices include desktop computers, laptop computers, tablets, and mobile devices; iOS, Chromebooks, Windows, and Android platforms are supported.

For more information, view the Minimum System Requirements table in response to item C.1.a.i in this tab or visit <https://www.edgenuity.com/support/technical-requirements/>.

2. **The proposed solution will be web-based that only requires standard browser plug-ins. Proprietary plug-ins will not be accepted.**

Edgenuity's system requires only standard browser plugins. The system is browser-based and does not require client-side server installation or networked resources, ensuring that the District always has access to the most current version of the program.

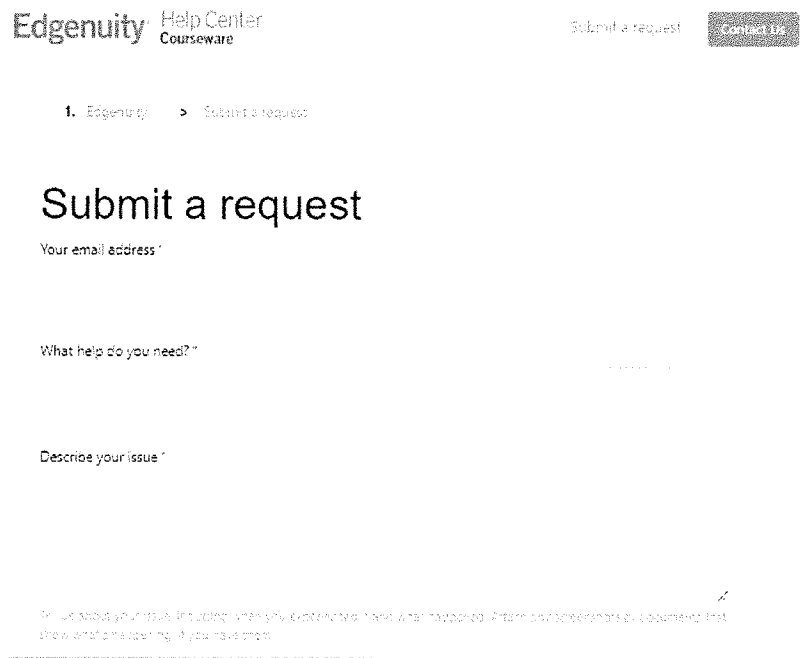
3. **The proposed solution will provide a means to identify the individual or client using the application, authenticate the individual and determine the permissions and rights granted to that individual.**



The proposed solution includes multiple levels of authentication and access, including the defined user roles of administrator, teacher, and student. As mentioned previously, role-based security establishes controlled accessibility and manipulation of the system. The designated administrator(s) will assign specific roles and permissions to individuals or groups of users; Edgenuity's system supports the ability to import users and set permissions by role and / or by campus if desired. Roles and permissions can be customized on an individual or group basis and modified or updated as needed. Administrators can also manage permissions via AD groups if they are utilizing single sign-on (SSO) via Active Directory. Permissioned educators always have access to audit / view district records and data from within the learning management system; all administrator and instructor actions, including usage and progress, are logged.

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

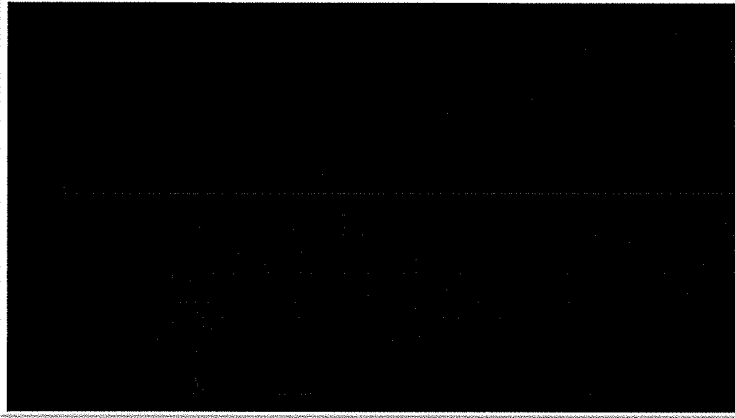
For all content alteration requests, HCPS can utilize the "Submit a request" form in the Edgenuity Help Center. This form allows users to provide contact information, describe the issue and / or proposed change, and provide screenshots to support the request.



For further support, users may contact the Edgenuity Customer Support team by phone or email. View the response to section F in this tab for more information regarding Edgenuity's customer and technical support. Platform change updates and requests are considered and reviewed as appropriate for the product roadmap. The District can discuss additional data reporting requests with the assigned Account Manager.



Teachers can also *Report an Issue* directly from their page regarding quiz, test, or exam questions within the Course Structure.



5. The proposed solution shall be accessible using Microsoft Edge and/or Google Chrome.

As mentioned previously, Edgenuity's system is completely browser-based. Supported browsers include Microsoft Edge and Google Chrome.

For more information, view the Minimum System Requirements table in response to item C.1.a.i in this tab or visit <https://www.edgenuity.com/support/technical-requirements/>.

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

As mentioned previously, Edgenuity's system provides account administrators a full suite of user-friendly administrative tools. The proposed solution includes multiple levels of access, including the defined user roles of administrator, teacher, and student. Role-based security establishes controlled accessibility and manipulation of the system. The designated administrator(s) will assign specific roles and permissions to individuals or groups of users; Edgenuity's system supports the ability to import users and set permissions by role and / or by campus if desired. Roles and permissions can be customized on an individual or group basis and modified or updated as needed. Administrators can also manage permissions via AD groups if they are utilizing single sign-on (SSO) via Active Directory.

7. The proposed solution for account administration must accommodate at a minimum 25,000 students and 5,000 staff with a week-to-week delta of 10%.

Latency measurements depend on several factors, many of which are outside Edgenuity's control; however, our solution should meet the District's expectations regarding application responsiveness. Edgenuity serves nearly five million unique students annually, regularly serving hundreds of thousands of concurrent users; the Company possesses the technical capability, business stability, resources, and experience to support HCPS in achieving its program objectives. The system can support the current expected enrollment of HCPS teachers and students, and it is scalable to accommodate population growth and program expansions.



8. The proposed solution shall not require intervention of account creation or maintenance by HCPS staff.

The data exchange process is automated and does not require manual intervention. Schools must provide details such as student name, grade, school, unique username, and student ID. They can then designate a student status of “active” or “disabled” within the system, start dates, and courses in which students should be enrolled during an import. Student and teacher can be imported via one-time or periodic batch import, nightly import, or integration to ensure up-to-date data on school enrollment. Please also refer to the response to item **D.3** in this tab.

9. Any requirements for student, staff, or school information must be supported through a common specification. The exchange of data must be through a common protocol and not require the installation of vendor specific software in the HCPS internal infrastructure. HCPS supports the following means of exchanging student information in order of preference:

- a. Exchange of information through Clever - a third party vendor for exchanging common data for school systems.**
- b. APIs to the HCPS SIS (PowerSchool)**
- c. LTI via HCPS' LMS (Schoology)**
- d. File exchange to a vendor supported sftp server.**

As mentioned previously, Edgenuity does not require client-side server installation or networked resources, ensuring users always have access to the most current version of the program. Edgenuity's systems can integrate with most industry leading products and support the secure import and export of data. The systems can easily import student and teacher information via a variety of options including one-time or periodic batch import, nightly import, or integration to ensure up-to-date data on school enrollment. Several integration and import options are available, including those with Schoology and PowerSchool, depending on product and District or school need.

Edgenuity's system is compatible with Clever. The automatic creation of student and educator accounts via Clever Sync is available at no additional charge. Automatic course assignments via Clever may also be available but require a conversation between Technical Services and the District to determine feasibility based on District goals and technical infrastructure. Single sign-on (SSO) is also available via Clever. Additional costs may apply for SSO.

Usually deployed in partnership with a Student Information System, Edgenuity's API provides methods to create users, login, assign course enrollments, and return student progress and grade information to a third-party system. Use of the API requires a district or third-party vendor to engage in their own engineering development.

Thin Common Cartridge Integration: With this type of integration, the District exports Thin Common Cartridges from the Edgenuity course list and then imports them into the LMS with information provided by Edgenuity's Technical Services team. Content can be customized in the Edgenuity LMS before export and



/ or in the third-party LMS after ingestion. Any Edgenuity activity types that rely on functionality of the Edgenuity LMS to run or be scored are not ingestible via Thin Common Cartridge. This includes all teacher-scored activities as well as some assessment types. The full suite of Edgenuity reports and LMS functions are not available in this integration type.

Configuring a Thin Common Cartridge integration is a self-service process and requires third-party LMS import functionality knowledge. Edgenuity's Technical Services team will work with appropriate personnel to provide guidance as applicable to the Company's systems.

SSO integrations are available for any LMS that supports LTI. Thin Common Cartridge is only supported for learning management systems that support Thin Common Cartridge, such as Canvas, Schoology, Brightspace, Buzz, and Safari Montage.

Please see Edgenuity's website for detailed information on integration options. Additional costs may apply. <https://www.edgenuity.com/integrations/>

10. The proposed solution must allow for course assignments to be managed by a district level or school administrator and not be managed by automated rostering through the automated interface.

Please refer to the response to item **D.3** in this tab.

11. The Successful Offeror shall not charge additional fees to HCPS for data integration.

Edgenuity will comply with this requirement; data integration for rostering will incur no additional fees.

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

The data exchange process is automated and does not require manual intervention. Schools must provide details such as student name, grade, school, unique username, and student ID. They can then designate a student status of "active" or "disabled" within the system, start dates, and courses in which students should be enrolled during an import. Student and teacher can be imported via one-time or periodic batch import, nightly import, or integration to ensure up-to-date data on school enrollment.

The data resides on Edgenuity's secure system. Edgenuity adheres to applicable industry, federal, and state-mandated data transmission and storage security standards. The Company exchanges user account and profile data between systems using the highest level of security and data integrity and industry encryption standards. Data is encrypted in transit and at rest. Data at rest is encrypted using AES 256, and it is backed up hourly, daily, and monthly.

Data for the Edgenuity solution is transmitted via SSL 2048-bit encryption over the public internet. All student data and records are stored on Microsoft SQL servers with no direct connection to the internet.



No limitations exist for assigned roles and permissions in the Edgenuity system. As discussed previously, the proposed solution includes multiple levels of access, including the defined user roles of administrator, teacher, and student. Role-based security establishes controlled accessibility and manipulation of the system. The designated administrator(s) will assign specific roles and permissions to individuals or groups of users; Edgenuity's system supports the ability to import users and set permissions by role and / or by campus if desired. Roles and permissions can be customized on an individual or group basis and modified or updated as needed.

13. Solutions that allow for seamless integration of their product through the IMS Global interoperability standards are preferred.

As a member of the IMS Global Learning Consortium, Edgenuity is committed to interoperability standards in the K-12 space. Currently, we conform to LTI 1.3 and Common Cartridge 1.3.

14. The proposed solution must support a single sign-on solution that does not require staff and/or students to have a separate account or password for accessing the vendor's application. Azure Authentication is HCPS's preferred SSO solution. LDAP and Clever SSO are also supported.

Edgenuity's system supports multiple types of single sign-on (SSO), available via Active Directory / ADFS, LDAP, SAML 2.0, LTI, Google, or Clever. Active directory users log into the system using the SSO; the District can use active directory groups to delegate appropriate permissions. Further, the District can configure SSO from a program-specific Edgenuity "vanity" URL (e.g., hcps.learn.edgenuity.com) or from within a third-party LMS or portal.

All SSO integrations for Courseware must be used in combination with a nightly import to create user accounts. The SSO username is configured as part of the import. Additional costs may apply for SSO integration.

15. The proposed solution shall have the functionality to collect data for students over multiple semesters, courses, and academic years with the ability to maintain information throughout the K-12 experience.

Please refer to item B.17 in this tab.

16. The proposed solution will comply with the web accessibility initiative standards endorsed by the W3C (or World Wide Web standards consortium).

Edgenuity content is developed in consideration of the W3C's Web Content Accessibility guidelines and the WCAG 2.0 AA requirements. Edgenuity makes continual enhancements to the platform and content to ensure ongoing accessibility.



E. Network Overview

1. Location WAN Circuit Bandwidth

- a. 1 Gbps or greater Comcast ENS Data WAN Circuit to High Schools.
- b. 1 Gbps or greater Comcast ENS Data WAN Circuit to Middle Schools.
- c. 500 Mbps or greater Comcast ENS Data WAN Circuit to Elementary Schools.
- d. 100 Mbps or greater Comcast ENS Data WAN Circuit to remote Administrative sites.

2. Data Center WAN Circuit Bandwidth

- a. 20 Gbps Comcast ENS Backbone WAN connectivity between; Comcast and the Data Center facility.

3. District Internet Bandwidth

- a. (2) 8 Gbps Comcast ENI circuits to provide a total district bandwidth of 16 Gbps of Internet Service to the Data Center which is then distributed to the entire district via the size and type of WAN circuits listed above.

4. Firewall Protection

- a. Cisco Firepower 9300 series Firewalls.

5. Local Area Network and Wireless Infrastructure

- a. All Schools/Sites utilize either 1 Gbps or 10 Gbps fiber backbone connections between their MDF & IDF's network closets.
- b. All Schools/Sites utilize a combination of Lightweight or Cloud-Controlled wireless access points capable of supporting the IEEE 802.11 ac wireless standard and are connected at 1 Gbps, or greater, to Cisco Catalyst 9200 & 9300 series POE switches.

The recommended per user / student bandwidth for the proposed solution is 384 kbps per concurrent user. View the following chart for Edgenuity's recommended network and speed connection figures:

Network / Speed Connection ²
<ul style="list-style-type: none"> • LAN 100/1000 switched to desktop • Internet access of 384 kbps per concurrent user • Wi-Fi with 54 mbps access points or better

For more information regarding system requirements, visit https://www.edgenuity.com/techsupportdocs/Edgenuity_MinimumSystemRequirements.pdf.

The solution supports LDAP authentication, but it is not required. Firewall whitelisting and other IP requirements are also documented at https://www.edgenuity.com/techsupportdocs/Edgenuity_MinimumSystemRequirements.pdf.



F. Maintenance and Support

1. Successful Offeror shall describe fully the no-charge service period from the date of the last installation and provide a schedule of costs for service after the no-charge period.
2. The Successful Offeror shall provide help desk support to HCPS 24-hours 7 days a week, at a minimum from 8 am until 5 pm EST, Monday through Friday.
3. The Successful Offeror shall provide two direct toll-free numbers and points of contact. Tier one for standard users and tier two for System Administrators and Database Administrators.
4. The proposed solution shall have the capability of determining deltas that can be automatically updated.

The Company will provide all required updates, upgrades, maintenance and support at no extra cost for the contract term. Product upgrades, updates, and enhancements are automatically pushed through the system regularly. The District is notified of any changes, upgrades, updates, and scheduled maintenance in the internal announcements section of the learning management system. Any applicable documentation (including release notes) is provided. Edgenuity also maintains an external status page where users can access the status of the system (and any upcoming maintenance / update windows) at any time.

To fully support HCPS, Edgenuity offers complementary customer and technical support **seven days a week**, which includes toll-free phone support, chat, and a web-based helpdesk option for all end users. Edgenuity's multichannel customer and technical support model is based on escalation point levels to assist with implementation and user support needs and ensure prompt and thorough issue resolution.

PHONE SUPPORT	EMAIL SUPPORT	HOURS OF OPERATION
877.202.0338	CustomerSupport@edgenuity.com	Mon-Fri: 7:30 a.m. to 9:30 p.m. (EST) Sat-Sun: 9:00 a.m. to 5:00 p.m. (EST)

The Company utilizes a leading tool to provide improved customer support solutions. This tool facilitates quicker, more efficient support and response times from customer and technical support teams and provides customers the ability to track the status of support tickets from various devices (including smartphones). With this tool, Edgenuity offers several robust support features, including:

- Strengthened caller ID and email identification features, providing the Support Specialist with a list of recent issues reported by the same user and resulting in more personalized service and support.
- An enhanced ticketing system, which gives users access to all submitted support tickets and related information for their account.
- Issue resolution through telephone, email, and screensharing (as applicable).
- App availability, offering the option to track and submit support tickets from mobile devices.



- Integration with the Online Help Center, which allows the Support Specialist to provide support articles for how to / general implementation questions and ensure faster service.

Remote screensharing software allows Support Specialists to assist customers on various systems and devices, including iOS, Android, Chromebooks, and more. Further, an improved escalation process gives real-time updates regarding pending cases to Support Specialists, resulting in faster issue resolution and more proactive support. Customers can provide the Company live customer satisfaction (CSAT) feedback, enabling Edgenuity to continually improve the support experience for all users.

Edgenuity's system is monitored 24/7. Users can reach the Network Operating Center at any time to report system issues. As necessary, Customer Support will escalate issues to Tech Services, Integrations, or Sales Engineering for issue resolution.

For a detailed explanation regarding Edgenuity's professional development approach, please refer to **Tab 5: Training and Professional Development**. For pricing, please refer to **Tab 8: Pricing / Cost Proposal**.

G. Professional Development and Training

- 1. Forty hours of on-site professional development to be distributed at the discretion of the HCPS project manager. HCPS reserves the right to assign the number of staff to be trained during each training session.**
- 2. Training for teachers and staff in its use and effective facilitation, and access to continuous technical support provided by Successful Offeror through webinars, teleconferences, and face-to-face presentations.**

Edgenuity provides multichannel implementation support and professional development for all HCPS stakeholders: students, parents, teachers, and administrators. Professional development maximizes the impact of online and blended learning and will enable the District to meet its student achievement and academic goals. Edgenuity offers initial and ongoing professional development in onsite sessions, virtual / webinar sessions, targeted follow-up and coaching sessions, and via Help Center online training resources.

Edgenuity is committed to the long-term growth and support of its educational partners. The Company is highly qualified to provide the District with the requested services, including forty (40) hours of on-site professional development. The experienced Edgenuity project team will work with HCPS to define goals and expectations, set milestone dates, and make recommendations to ensure initial and ongoing success. Professional development offerings include virtual and onsite professional development. Additional support is available through the Help Center, which includes on-demand videos, guides, and other "how-to" documentation.

For a detailed explanation regarding Edgenuity's professional development approach, view **Tab 5: Training and Professional Development**. For a detailed list of professional development offerings, see **Tab 12. Appendices - Appendix E**. For an itemized price list, view **Tab 8. Pricing / Cost Proposal**.



H. Delivery

- 1. Delivery of the final, operational product must occur by September 1, 2021. The goal of HCPS is to have digital content available at the beginning of the 2021-22 school year.***

Edgenuity agrees to delivery of the final, operational product by September 1, 2021.



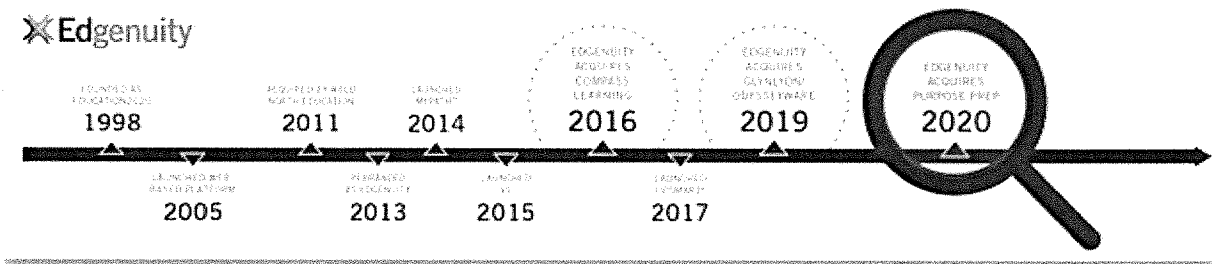
TAB 3. OFFEROR QUALIFICATIONS, EXPERIENCE, RESUMES, AND FINANCIAL CAPACITY

In this tab, offeror should demonstrate the Offeror’s and their staff’s qualifications and experience in providing the services as requested in this Request for Proposal (RFP). Offeror’s should provide, at a minimum, documentation demonstrating that their firm is a firm regularly engaged in providing the services solicited in this RFP. Discuss the firm’s current workload. If subconsultants are to be utilized provide similar documentation to what has been requested of the offeror in this section. Provide appropriate documentation to support:

a. Years in business outlining the company history and experience providing services as requested in this RFP;

Founded in 1998, Edgenuity Inc. is a leading provider of online and blended learning solutions offering a comprehensive suite of K-12 digital curriculum accredited by Cognia (formerly AdvancED). The Company has a longstanding history of serving diverse students and implementations across programs, schools, and districts of all sizes. Edgenuity develops strong, personalized partnerships with elementary, middle, and high schools and other public and private entities nationwide delivering core, credit recovery, career and technical education, intervention, test preparation, and social and emotional learning courses as well as professional development within these environments. Following the acquisition and integration of Compass Learning in 2016, Odysseyware and LearnZillion in 2019, and Purpose Prep in 2020, the combined Company experience and history spans more than 50 years and serves **nearly five million students** annually.

A brief overview of Company history follows:

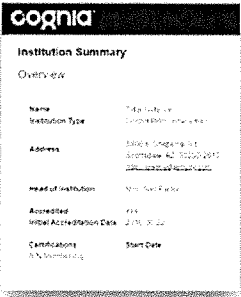



Edgenuity is a highly experienced provider, serving more than 30,000 customers across all 50 states and in 30 countries. As a partner to 17 of the nation’s 20 largest school districts, Edgenuity has a proven track record in providing research-based personalized learning solutions to public, private, charter, and virtual schools as well as other organizations that serve a range of student populations.



Company Qualifications

The following demonstrates some of Edgenuity's qualifications, awards, recognition, certifications, and accreditation, showcasing how the Company and HCPS can continue a shared commitment to excellence.

<p>Accreditation</p> 	<p><i>Edgenuity has achieved Corporate Systems Accreditation with Supplemental Digital Learning under Cognia (formerly AdvancED).</i></p>	<p>Accreditation includes:</p> <ul style="list-style-type: none"> • Corporate Systems Accreditation • North Central Association Commission on Accreditation and School Improvement (NCA CASI) • Southern Association of Colleges and Schools on Accreditation and School Improvement (SACS CASI) • Northwest Accreditation Commission (NWAC)
<p>Quality Matters</p>	<p><i>Edgenuity has completed more than 87 successful course reviews.</i></p>	<p>QM design standards are based on widely agreed-upon best practices and supported by a growing body of research.</p>
<p>Webb's Depth of Knowledge Partner</p>	<p><i>Edgenuity was the first education provider awarded the WebbAlign Depth of Knowledge (DOK) Partner certification.</i></p>	<p>Over the course of our partnership, Edgenuity received ongoing professional development and assessment reviews to ensure assessment and standards alignment.</p>
<p>Instructional Strategy Evaluations</p> 	<p><i>Interactive Educational Systems Design (IESD), an independent research firm, documented how Edgenuity's content aligns with research on effective instruction.</i></p>	<p>IESD found that Edgenuity's instruction:</p> <ul style="list-style-type: none"> • is systematic and explicit • promotes more in-depth learning and metacognition • incorporates multimedia and graphic organizers in ways that reduce cognitive load • implements principles of Universal Design for Learning (UDL) <p>Access the summary on the Edgenuity website.</p>
<p>NCAA</p>	<p><i>Edgenuity offers a full complement of NCAA-approved courses.</i></p>	<p>The NCAA reviewed Edgenuity's curriculum and instructional model and found it to meet online courses' requirements.</p>
<p>College Board Authorization</p>	<p><i>The College Board has authorized Edgenuity's AP courses.</i></p>	<p>Edgenuity's AP courses have met the College Board requirements to use the AP designation.</p>



<p>Awards and Recognition</p> <p>//CODiE// 2020 SIIA CODiE FINALIST</p>   <p>TECH & LEARNING BEST SHOW AT ISTE 2019 WINNER</p> 	<p><i>Recognition from the educational community distinguishes Edgenuity as an exceptional provider of online course and virtual school solutions. The awards highlight Edgenuity's efforts to provide an outstanding online learning experience that prepares students for graduation and 21st-century success.</i></p>	<p>Over the past several years, the content received more than a dozen awards or accolades. Recent awards include:</p> <ul style="list-style-type: none"> • <u>EdTech Digest</u>, Personalized Learning Solution 2021 Winner • <u>EdTech Digest</u>, Math Solution 2021 Winner • <u>EdTech Digest</u>, Digital Courseware Solution 2020 Winner • <u>EdTech Digest</u>, Personalized Learning Solution 2020 Winner • <u>SIIA CODiE Awards</u>: Finalist for Best K-12 Learning Management Solution (2020) • <u>Tech Advocate</u>: Winner- Best STEM / STEAM Education App or Tool (2019) • <u>Tech Advocate</u>: Finalist - Best Learning Management System; Best Math App. or Tool; Best Literacy App or Tool (2019) • <u>EdTech Digest</u>: Leadership Award Finalist- Sari Factor, CEO (2019) • <u>Tech & Learning</u>: Best of Show at ISTE-UpSmart (2019) • <u>SIIA CODiE Awards</u>: Winner for Best Cross-Curricular Solution – UpSmart (2018) • <u>BESSIE Awards</u>: Multi-Subject – Next Generation Science Suite (2017) and Multi-Subject – ELA/Math UpSmart (2018) • <u>EdTech Digest</u>: Cool Tool Award Finalist (2017 and 2018) • <u>REVERE Awards</u>: Classroom Finalist for Whole Curriculum-Science, Health, and Environment (2017) • <u>Stevie Awards</u>: Sales & Customer Service (2021) <p>See the website for a comprehensive list of awards and recognitions.</p>
<p>State Approvals</p>	<p><i>Edgenuity is an approved provider of online curriculum and instructional services for many state programs.</i></p>	<p>A sampling includes:</p> <ul style="list-style-type: none"> • Arkansas Dept. of Education Online Provider • Florida Dept. of Education Virtual Instruction Provider / Online Course Provider • Louisiana Supplemental Course Academy Provider • Maryland Dept. of Education Course Provider



		<ul style="list-style-type: none"> • Michigan Online Course Provider • Mississippi Online Course Provider • Missouri Course Access Provider (MOCAP) • Nevada State Dept. of Education Online Course Provider • Oklahoma State Dept. of Education Supplemental Online Provider • University of California Office of the President (UCOP) A-G Approved Online Publisher • Virginia Dept. of Education Multidivision Online Provider • Washington Dept. of Education Online Provider
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Visit the Edgenuity website for a complete overview of research and efficacy studies, awards and recognitions, accreditation, state approvals, and instructional materials adoptions – all exemplifying the Company’s commitment to providing an exceptional online experience that values positive student achievement.

Research and Efficacy Studies: <https://www.edgenuity.com/results-from-online-learning/>

Awards and Recognitions: <https://www.edgenuity.com/about-edgenuity/awards/>

Accreditation, Approvals, and Adoptions: <https://www.edgenuity.com/about-edgenuity/accreditation/>

Testimonials: <https://www.edgenuity.com/video-library/>

Customer Profiles: <https://www.edgenuity.com/edgenuity-customer-reviews/>

b. Experience with a project of this magnitude;

Edgenuity is a current partner to 17 of the nation’s 20 largest school districts and serves nearly five million students annually. The Company is a highly qualified provider with a longstanding history of serving diverse students and implementations across programs, schools, and districts of all sizes.

c. Evidence of financial stability;

Edgenuity is a Corporation in good standing with the authority to transact business in Virginia. Since its inception, the Company has maintained strong growth and is financially strong and viable. View evidence of Edgenuity’s financial stability in the confidential audited financial statements in **Tab 12. Appendices – Appendix D.**

d. Experience with development of digital content aligned with Virginia SOLs;

Edgenuity is an approved Virginia Department of Education Multidivision Online Provider with a full complement of content aligned to the Virginia Standards of Learning (SOLs). Courseware is **aligned to the Virginia SOLs and national standards** and developed in accordance with Aurora Institute (formerly iNACOL) guidelines and modern pedagogical research (e.g., Universal Design for Learning). Third-party



organizations verify all course alignments, and alignment documentation is available within the Student Portal and LMS. For more information, please refer to the response in **Tab 2**, item **A.1**.

e. Describe how the proposed solution conforms to the requirements of Section 508 of the Rehabilitation Act as stated in Sec.II.A.2.

Edgenuity supports educators in working with students of all abilities. The system includes adaptable accessibility options that support access for all learners, including those with visual, hearing, speech, or physical impairments. The system allows for individualization to meet unique student needs, including those of English learners or students with IEPs, 504 plans, and Section 508 requirements. These accommodations benefit multiple learning styles and include assessment adaptations, video captions / transcripts, individualized and customizable assignment calendars, read aloud and translation tools, and more.

The program is web-based; therefore, students may use any third-party device or assistive technology software (i.e., screen readers) with the content as long the devices are compatible with the computer and browser the student uses to access the system.

f. Number of current customers;

Edgenuity serves more than 30,000 customers across all 50 states and 17 countries. As mentioned previously, the Company provides educational resources and services to nearly five million students annually and partners with 17 of the nation's 20 largest school districts.

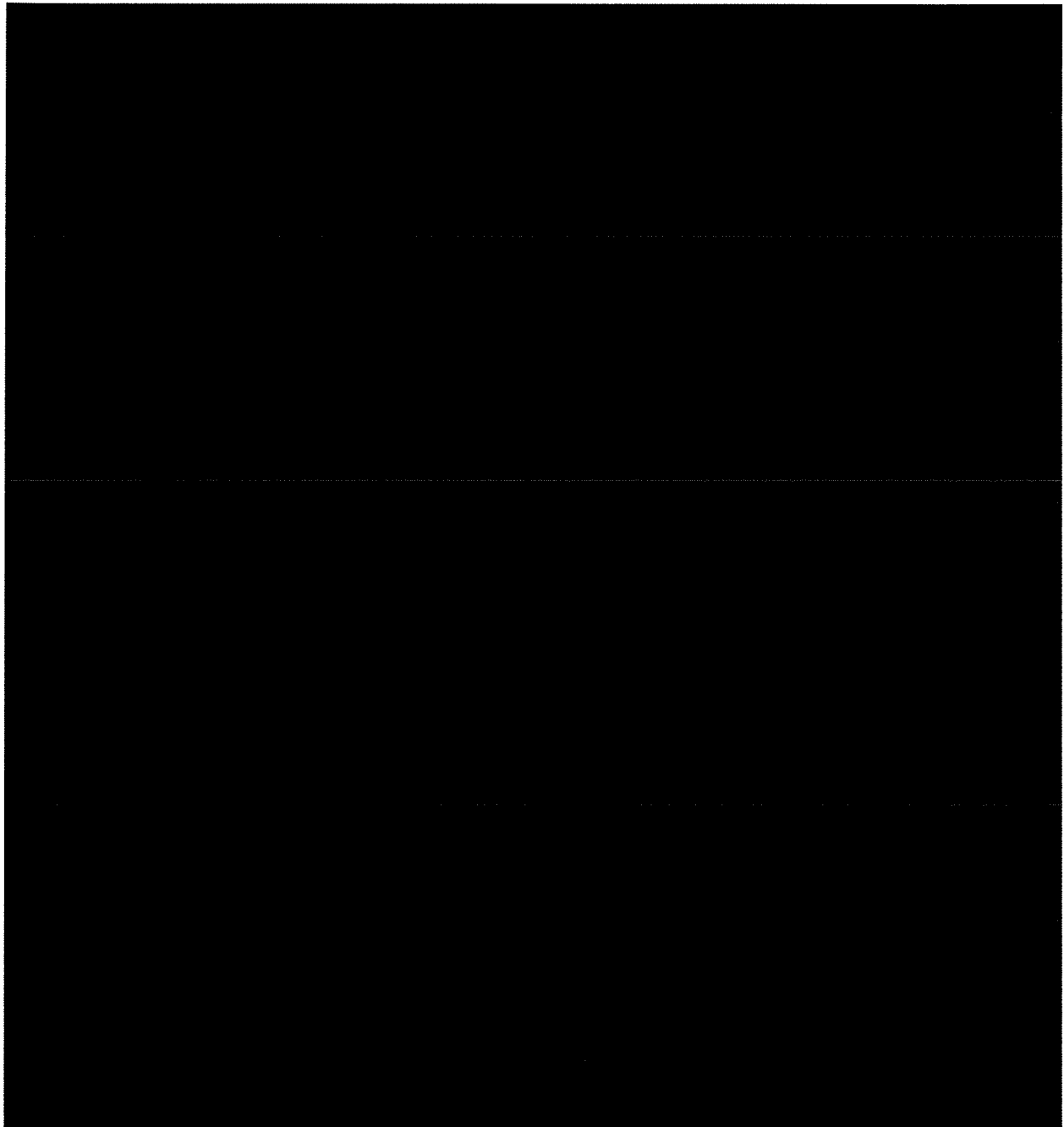
g. Number of employees proposed for the development and ongoing processes including training;

Edgenuity's experienced and personalized project team will work closely with HCPS for initial and ongoing implementation support. The Customer Experience team will provide specialized support throughout the implementation process — from onboarding and implementation planning through professional development training, reporting, and account management. Team members will ensure the implementation is conducted with fidelity and best practices to maximize student and teacher results.

The proposed project team members who follow are highly qualified and experienced in successful and varied implementations. Team members will work with program personnel to define goals and expectations, set milestone dates, and make recommendations concerning setup and implementation. These individuals may also work with internal Edgenuity departments to provide appropriate services to HCPS. Many of the project team members reside regionally; others operate from the corporate headquarters.

Proposed Project Team

The following individuals are assigned to the project in the capacities set forth in the following table:



*Resumes for select team members are provided in **Tab 12. Appendices – Appendix C.**

These individuals may work with internal Edgenuity departments and other employees and functional groups to provide appropriate services to HCPS. A brief biography of each project team member follows in the following response.



h. Resumes of proposed staff that would be assigned to this project and;

See the **Proposed Project Team** chart in the previous response for information regarding Edgenuity's proposed project team, including roles for the project and contact information. Biographies for project members follow in this section; entries illustrate the depth and breadth of experience of the individuals who will work with and support HCPS. They summarize the roles the team members will play in implementation. A sample of personnel resumes is attached to this document in **Tab 12. Appendices – Appendix C**. Additional resumes are available upon request.

Project Team Biographies

Sales

[Redacted text block]

[Redacted text block]

Professional Development

[Redacted text block]

[Redacted text block]



Support

[Redacted text block]

[Redacted text block]

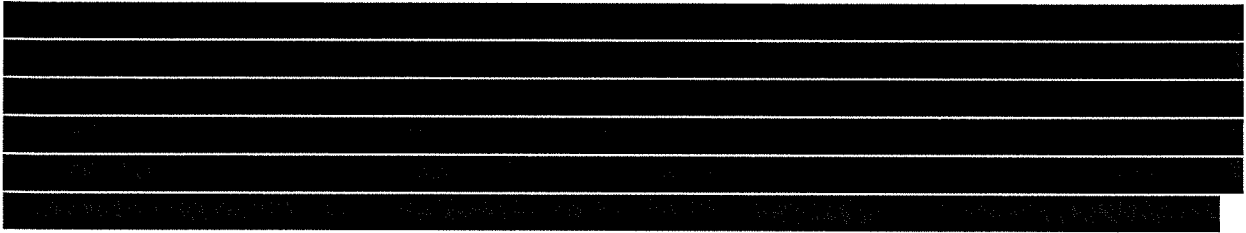
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- i. Offeror shall discuss how the proposed solution supports current research on effective teaching methods to improve student learning.***

Please refer to the response in **Tab 2**, item **B.9**.



TAB 4. SERVICE APPROACH AND IMPLEMENTATION

In this tab, offerors should describe, in detail, the proposed solution. Offerors shall provide, at minimum, the following:

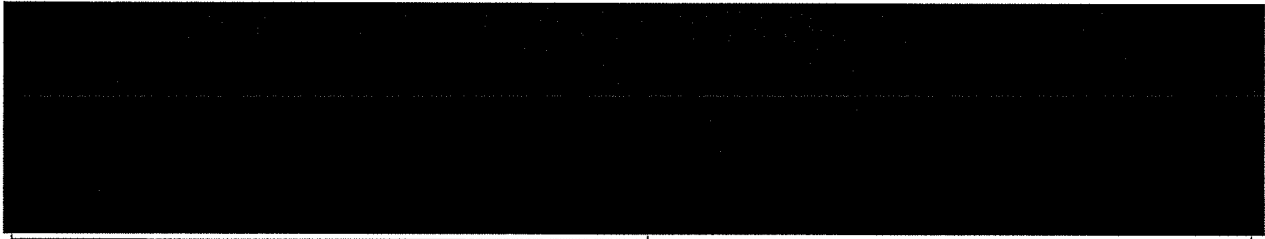
a. A demo account for the committee to access for evaluation;

Edgenuity established confidential sandbox / trial accounts for Henrico County Public Schools to review the **Courseware 6-12** solution and conduct a hands-on evaluation. View the Quick Preview Guide provided in **Tab 12. Appendices – Appendix B** for high-level navigational assistance. Additional logins or an extension on the expiration date can be provided upon request at bids@edgenuity.com.

Note: The data compiled on these trial accounts, including assignments and student data, will not save.

The District evaluation team may use the following logins to access Edgenuity educator and student trial accounts. These logins are effective through **08/31/2021**. Login information works for both the student and the educator experience.

- [REDACTED]
- [REDACTED]



Additional resources to explore may include the following content, research, and support pages:

- <https://www.edgenuity.com/>
- <https://www.edgenuity.com/online-courses/>
- <https://www.edgenuity.com/the-difference/research-foundations/>
- <https://help.edgenuitycourseware.com/hc/en-us/>
- <https://www.edgenuity.com/resources/edgenuity-help-for-families/>
- <https://www.edgenuity.com/support/customer-support/>

b. Examples and descriptions of reports offered and the ability to customize content and reports;

For descriptions and samples of reports and report customization, view item **B.17.** in **Tab 2.** Edgenuity's research department can work to provide additional reporting as agreed upon.



c. Examples of downloadable and customizable material for meeting the individualized needs of students;

Edgenuity supports educators in working with students of all abilities. The system includes adaptable accessibility options that support access for all learners and allow for individualization to meet unique student needs, including those of English learners or students with IEPs, 504 plans, and Section 508 requirements. These accommodations benefit multiple learning styles and include assessment adaptations, video captions / transcripts, individualized and customizable assignment calendars, read aloud and translation tools, and more.

The system allows for printing of information in the Student Portal and Educator Portal. Because it is a completely web-based system, Edgenuity requires **no paper / pencil or offline work**. A variety of activities are embedded throughout the content that require students to participate in active interaction and learning. Many activities are printable to include performance tasks and optional wet labs (science content). Transcripts available for direct-instruction videos can be printed as needed. Students also can take and print Guided Notes or notes via the eNotes feature and use them to complete assignments and study for exams.

Within the secondary learning management system, applicable documents accompany each course in the *Course Documents* section of the *Course Structure* page. Users can download, save, email, and print these documents.

d. Examples of built-in assessments;

Please refer to the responses to items **A.9** and **B.10** in **Tab 2**.

e. Provide the product version being offered;

The system is vendor-hosted, web-based, and accessible on multiple systems and devices to support anytime, anywhere learning. The system has been designed for ease of use with deployment, maintenance, and functionality in a typical educational technology environment. Edgenuity does not require client-side server installation or networked resources, ensuring users always have access to the most current version of the program. Applicable upgrades / updates are included at no additional cost and applied automatically.

f. Discuss maintenance and support in detail. Include release management plan with frequency of product version update, and support for customers not on current version release of product;

Edgenuity will ensure the system maintains compatibility with district browsers and devices for the duration of the contract. Further, the Company will provide all required updates, upgrades, maintenance and support at no extra cost for the contract term. Product upgrades, updates, and enhancements are automatically pushed through the system regularly. The District is notified of any changes, upgrades, updates, and scheduled maintenance in the internal announcements section of the learning management system. Any applicable documentation (including release notes) is provided. Edgenuity also maintains an external status page where users can access the status of the system (and any upcoming maintenance / update windows) at any time. For more information, please refer to the responses in **Tab 2**, item **B.7** and **section F**.



g. State the delivery time in relationship to receiving the purchase order, i.e. “delivery, installation and training will be within 90 days of purchase order”;

Delivery time upon receipt of a purchase order is approximately seven (7) days.

h. Any agreements to which HCPS may be required to agree to as part of the contract should your firm be awarded the contract. (i.e. Service Level Agreement etc.);

Edgenuity can provide a Service Level Agreement upon request.

i. Any terms and conditions the “end user” is required to accept;

View Edgenuity’s Standard Terms and Conditions in **Tab 10. Exceptions.**

j. Discuss how parental consent is handled, if required; and

Each District site is responsible for providing student login credentials, and each confirms that it has obtained appropriate parental consent as needed before students are permitted to access the Edgenuity platform.

Edgenuity does not knowingly collect any information from children under the age of 13 unless and until the school has obtained appropriate parental consent for the student to use the service. Because Edgenuity collects and uses student data at the direction of and under the control of a school, Edgenuity relies on each school to provide appropriate notice to parents of the school’s use of third-party service providers such as Edgenuity. Edgenuity relies on the schools to provide consent, if necessary, and authorization for Edgenuity to collect student data as permitted by the Children’s Online Privacy Protection Act (COPPA).

k. A detailed timeline for implementation of the proposed solution indicating resources (responsible party) and completion dates.

Edgenuity provides multichannel implementation support and professional development for all stakeholders: students, parents, teachers, and administrators. HCPS’s designated Account Manager will support its ongoing implementation, training, and customer needs, and its qualified Professional Development Specialist will deliver comprehensive and customized onsite training to appropriate staff. These individuals are deeply invested in the success of all students and educators throughout the District.

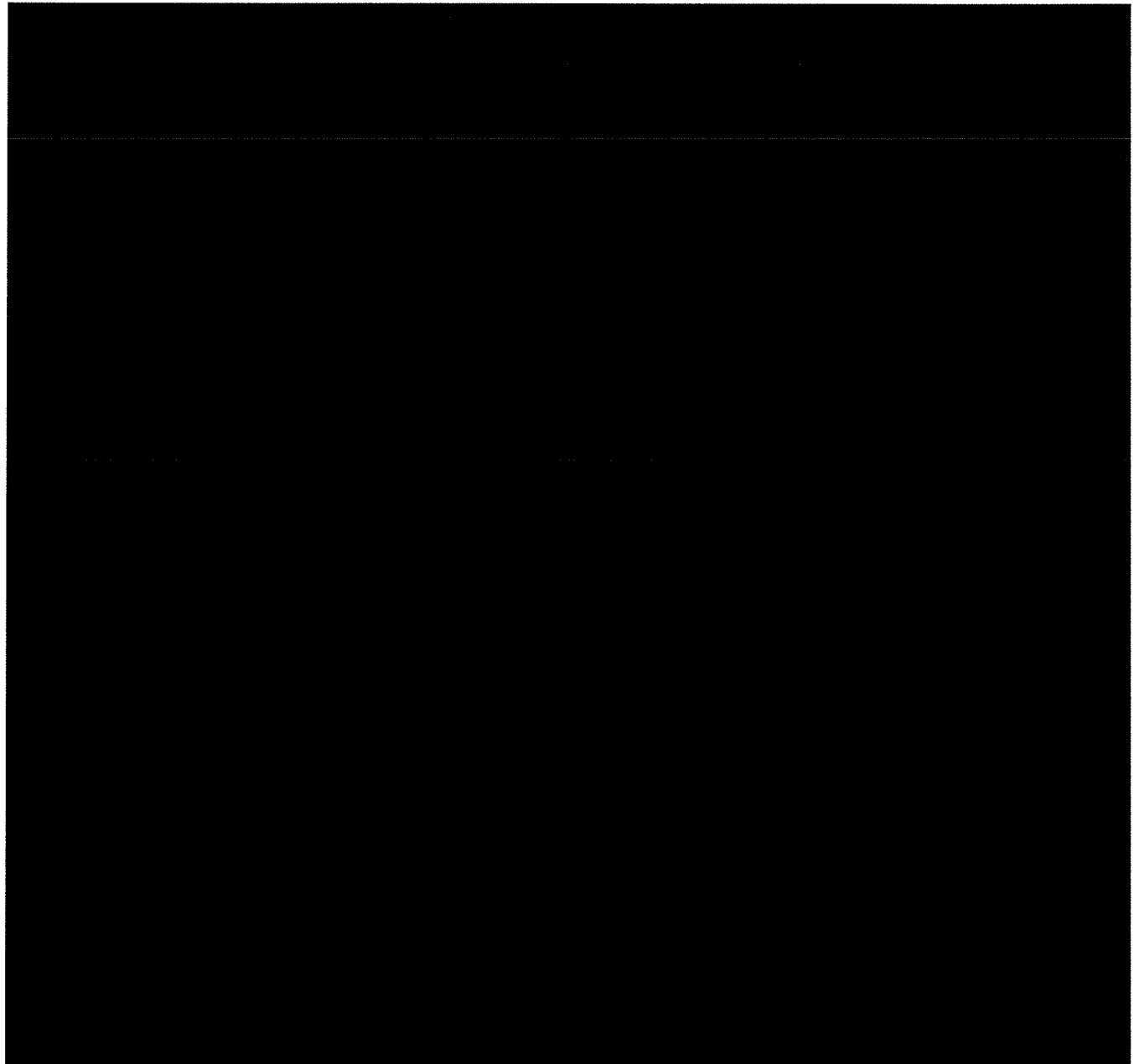
Edgenuity will collaborate with HCPS stakeholders to define yearly goals and expectations, set milestone dates, and make recommendations regarding setup and implementation. The yearly implementation / work plan and schedule will be customized to best meet the District’s objectives. Implementation planning generally includes:

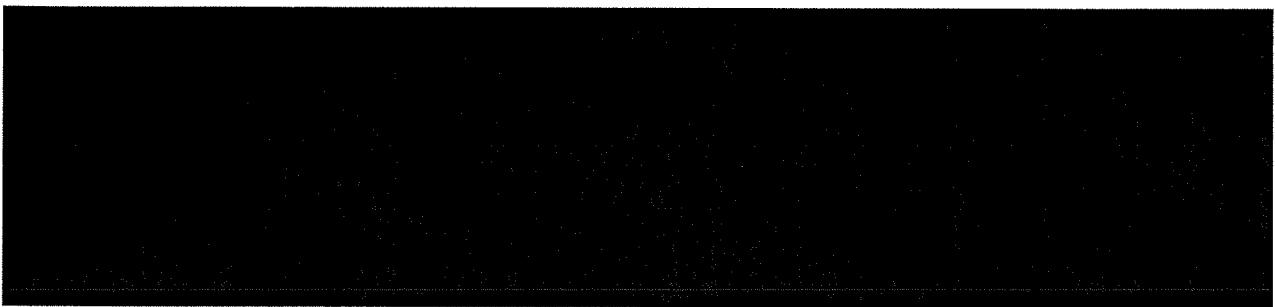
- Identifying and setting program goals and success indicators.
- Completing a technical review.
- Determining workflow charts, schedules, and timelines.
- Determining system integrations as well as import and export of data.



- Completing testing and validation.
- Scheduling initial and follow-up professional development.
- Monitoring and reporting effectiveness.
- Implementing best practices.

Edgenuity will provide initial and ongoing training and support. The following is a high-level sample implementation timeline demonstrating the Company's implementation approach. This timeline is a **sample only**; the final plan will be agreed upon by Edgenuity and applicable program administration. Edgenuity will work with stakeholders to determine a schedule, identify training goals, and establish the types of implementation and professional development services to best accomplish the goals of HCPS.





Edgenuity provides options for onsite and / or virtual training for teachers, administrators, and staff. As mentioned previously, no limit exists for the frequency or types of selected development sessions; HCPS can purchase professional development at any point in time during the contract period. With flexible delivery options and targeted support visits throughout the school year, the Edgenuity team can help meet any implementation's unique needs.

For a detailed list of professional development offerings, see **Tab 12. Appendices - Appendix E**. For an itemized price list, view **Tab 8. Pricing / Cost Proposal**.



TAB 5. TRAINING AND PROFESSIONAL DEVELOPMENT

In this tab, offerors shall describe training and professional development that is included with the proposed solution. Offerors shall include a description of the required training for implementation of the program as well as options for on-site training and virtual, as well as options for continued professional development. This shall include on-site, virtual, and printed materials. Pricing shall be clearly defined in the proposal submission. Provide pricing for additional training that may be required after the initial implementation.

Support and Training

As detailed previously, Edgenuity offers initial and ongoing professional development in onsite sessions, virtual / webinar sessions, targeted follow-up and coaching sessions, and via Help Center online training resources. Professional development maximizes the impact of online and blended learning and will enable HCPS to meet its student achievement and academic goals. Edgenuity is committed to the long-term growth and support of its educational partners, and the Company is highly qualified to provide the District with the requested services. The experienced Edgenuity project team will work with HCPS to define goals and expectations, set milestone dates, and make recommendations to ensure initial and ongoing success.

Recommended amounts of professional development for initial and ongoing implementation vary based on quantities purchased and services selected. In partnership with the District, Edgenuity can develop a comprehensive professional development delivery plan as part of the yearly implementation planning activities. No limit exists for the frequency or types of selected development sessions; the District can purchase professional development at any point in time during the contract period. With flexible delivery options and targeted support visits throughout the school year, the Edgenuity team can help meet any implementation's unique needs.

Professional Development Methodology

Edgenuity gears training sessions toward the ongoing needs of the District. Professional development workshops align with leading industry standard practices for professional development and adult learning theory. Sessions include **explicit objectives and outcomes** to ensure stakeholders are prepared to implement solutions with fidelity. Edgenuity evaluates the professional development workshops and targeted support sessions for success on an ongoing basis. Edgenuity uses these evaluations to assess outcomes, follow up with educators and administrators on specific issues, and plan future sessions to provide targeted support. With flexible delivery options and targeted support visits throughout the school year, the Edgenuity team can help meet any implementation's unique needs.

As illustrated in the following chart, Edgenuity provides support for every stage of the implementation to ensure success and fidelity.



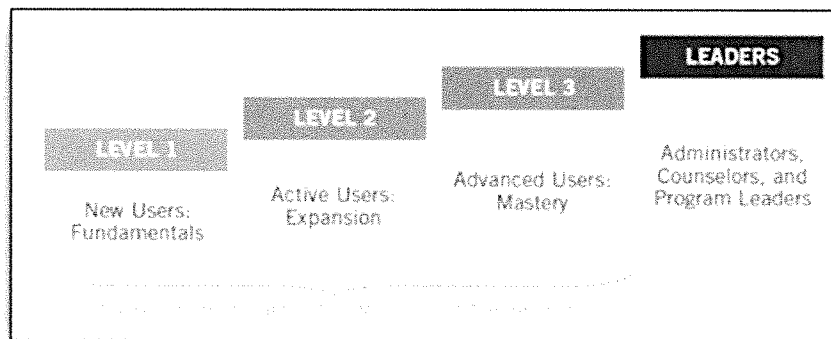
Strategic Planning and Review		
Beginning-of-Year Planning	Mid-Year Review	End-of-Year Review and Planning
<ul style="list-style-type: none"> • Verify goals & expectations. • Identify roles & responsibilities. • Define policies & procedures. • Establish a training pathway. 	<ul style="list-style-type: none"> • Review implementation goals. • Analyze progress data & reporting. • Discuss and establish strategies to reach goals for the rest of the year. 	<ul style="list-style-type: none"> • Reflect on implementation goals. • Analyze year-end data & reports. • Notate achievement and areas of continued growth for the upcoming year.

Professional development assists teachers and administrators in propelling success for every student, empowering teachers to deliver more effective instruction, and enabling the District to meet its student achievement and academic goals.

Customized training meets specified program needs and includes:

- General product training, which involves using the resources and navigating the system.
- Reporting, which includes accessing and utilizing the reporting features and reporting student progress.
- Locating specific resources to provide support for students.
- Setting up individual student users and creating classes and user groups to manage groups of students.
- Accessing teacher guides and teacher-specific resources.
- Other District- or program-specific needs.

Edgenuity's workshops and targeted support sessions provide insight at each user level:



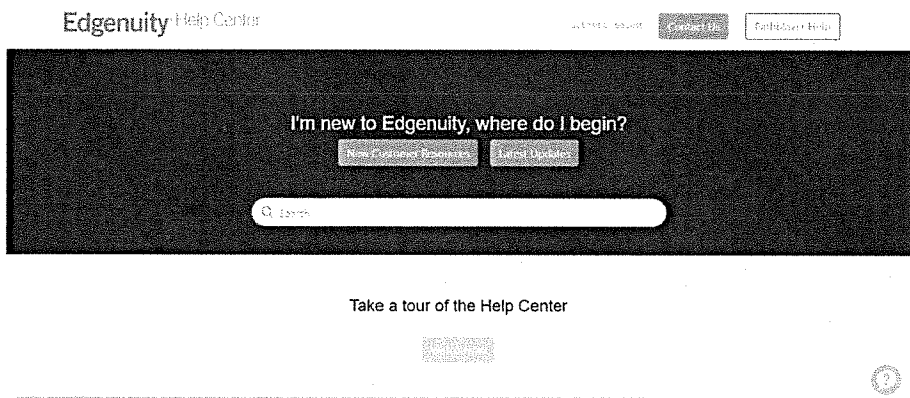
District staff will receive online support and virtual professional learning, including webinars, videos, best practice resources, and step-by-step guides for performing functions to meet individual needs.

Help Center

At no additional cost, Edgenuity offers 24/7 educator access to the Help Center, which is a robust online resource for teachers and administrators that provides how-to guides, on-demand training, classroom resources, videos, and rubrics. Users can access online self-service materials and download and print them



for hard copy formats, as applicable. The Help Center contains hundreds of guides and articles to assist educators with everything from adding a student to customizing courses, enabling them to get the most out of their Edgenuity implementation. Also available is a video training library with easy-to-follow tutorials regarding common actions and questions.



The Help Center offers an easy and intuitive experience; educators can take a video tour and use the powerful search engine to explore. Every resource page features relevant articles and guides, and curated help topics provide general information on using Edgenuity products effectively and efficiently. Users can access educator orientation and student orientation videos (available in English and Spanish) through the New Customer Resources button or via a link at the bottom of the Video Library page. They also may access a library of specially curated resources and troubleshooting help.

Instructional videos and step-by-step guides offer scaffolded on-demand learning experiences for educators throughout the Help Center. The learning tasks isolate key information and allow educators to review refreshers and portions of steps when necessary. Learning paths feature embedded callouts and offer critical tips for success, cautions, and information regarding permissions and important program features. Links within learning tasks guide educators to contextual help and / or related articles for expanded learning opportunities.

Additionally, within the Help Center users have the capability to print and email all articles.

Guide Me

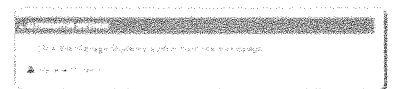
For additional support, a Guide Me feature is available for teachers and administrative users to provide **contextual help** exactly when needed while navigating the Edgenuity learning management system. Help includes Walk-Throughs, Smart Tips, and Additional Resources.

VIDEO INSTRUCTION:



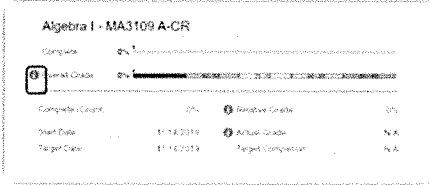
STEP-BY-STEP GUIDE:

1. Click the Students tab and Manage Students.




1. Click the Add Student button.

Walk-throughs provide educators with step-by-step instruction within the LMS on certain key tasks; educators can access the walk-through on the right side of their educator portal. These walk-throughs visually guide the user through each step of the task. The **SmartTip** feature displays informational icons in the educator portal when additional information is available for that item. When educators hover over these icons, they receive contextual information exactly where needed. For example, on the Student Progress Report page, educators can hover over the icons to read an explanation of each grade metric.



Edgenuity's artificial intelligence bot, **Eva**, can also provide instant responses to common questions as users navigate through the LMS.

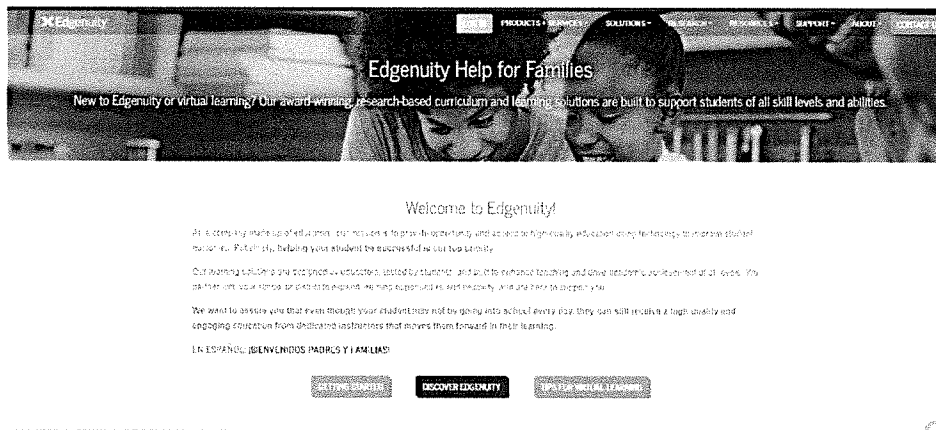
Hi there! I'm Edgenuity's Virtual Assistant, Eva.

 May I get your name?

Edgenuity has also designed a **monthly newsletter** and **school cycle webinars** that feature best practices to ensure the District is getting the most out of its implementation. Teachers, administrators, or other applicable personnel can sign up to have the newsletter delivered directly to their inbox each month.

Family Support Page

Edgenuity also offers parents and guardians helpful resources on the Edgenuity *Help for Families* page. Here, families can view a Getting Started video for each of Edgenuity's learning management systems, explore Edgenuity's student experience, peruse relevant informational flyers, and read articles designed to help families support students in virtual learning. Additionally, complimentary parent / webinars are offered periodically that cover various topics such as setting students up for success, explaining what to expect from Edgenuity instruction, and providing tips for student success.



Please view **Tab 4**, section **k** for the proposed implementation timeline. For a detailed list of professional development offerings, see **Tab 12. Appendices - Appendix E**. For an itemized price list, please refer to **Tab 8. Pricing / Cost Proposal**.



TAB 6. TECHNICAL REQUIREMENTS

In this tab, offerors should describe, in detail, how the proposed solution meets the technical requirement of the RFP. This shall include Offerors shall provide, at a minimum, documentation to support:

- a. Evidence of their ability to accommodate concurrent users based on data collected from a similar environment;**

Edgenuity serves nearly five million unique students annually; the company possesses the technical capability, business stability, resources, and experience to support HCPS in achieving its program objectives. The system can support the current expected enrollment of HCPS teachers and students, and it is scalable to accommodate population growth and program expansions.

- b. How accounts are maintained in their system and how they support automated provisioning of users and accounts;**

The data exchange process is automated and does not require manual intervention. Schools must provide details such as student name, grade, school, unique username, and student ID. They can then designate a student status of "active" or "disabled" within the system, start dates, and courses in which students should be enrolled during an import. Student and teacher can be imported via one-time or periodic batch import, nightly import, or integration to ensure up-to-date data on school enrollment.

- c. Describe the data exchange process in detail;**

[Redacted content]

[Redacted content]

- d. Describe any limitations the proposed solution may have such as the number of teachers for a class and the number of schools associated with teachers and students;**

No limitations exist for assigned roles and permissions in the Edgenuity system. Bulk enrollments are limited to 200 students at a time, but an unlimited number of students can be enrolled. Teachers and students may be assigned to multiple schools and classes.

- e. Provide per user bandwidth requirements for the proposed solution;**
- f. Provide the average bandwidth per student required;**



The recommended per user / student bandwidth for the proposed solution is 384 kbps per concurrent user. View the following chart for Edgenuity's recommended network and speed connection figures:

Network / Speed Connection ²
<ul style="list-style-type: none"> • LAN 100/1000 switched to desktop • Internet access of 384 kbps per concurrent user • Wi-Fi with 54 mbps access points or better

For more information regarding system requirements, visit https://www.edgenuity.com/techsupportdocs/Edgenuity_MinimumSystemRequirements.pdf.

g. Provide a detailed description of the implementation and support the solution has for LTI version 1.1 or higher certified as a toll Provider (TP) with our LMS Solution (Schoology); and

As a member of the IMS Global Learning Consortium, Edgenuity is committed to interoperability standards in the K-12 space. Currently, we conform to LTI 1.3 and Common Cartridge 1.3. The Courseware 6-12 system can support SSO via LTI from third-party learning management systems that support LTI 1.3, including Schoology. For further information regarding integration options, visit <https://www.edgenuity.com/integrations/>.

h. Assumptions and requirements for maintenance of accounts must be described in detail.

The proposed solution includes multiple levels of authentication and access, including the defined user roles of administrator, teacher, and student. As mentioned previously, role-based security establishes controlled accessibility and manipulation of the system. The designated administrator(s) will assign specific roles and permissions to individuals or groups of users; Edgenuity's system supports the ability to import users and set permissions by role and / or by campus if desired. Roles and permissions can be customized on an individual or group basis and modified or updated as needed. Administrators can also manage permissions via AD groups if they are utilizing single sign-on (SSO) via Active Directory. Permissioned educators always have access to audit / view district records and data from within the learning management system; all administrator and instructor actions, including usage and progress, are logged.

The data exchange process is automated and does not require manual intervention. Schools must provide details such as student name, grade, school, unique username, and student ID. They can then designate a student status of "active" or "disabled" within the system, start dates, and courses in which students should be enrolled during an import. Student and teacher can be imported via one-time or periodic batch import, nightly import, or integration to ensure up-to-date data on school enrollment.



TAB 7. INFRASTRUCTURE AND SYSTEM ADMINISTRATION

In this tab, offerors shall discuss the infrastructure of their solution. In describing their infrastructure and solution the following should be provided:

- 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;**

Edgenuity's system is vendor-hosted; thus, Offeror and hosting provider are the same.

- 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;**

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

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

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]



[Redacted]

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

[Redacted]

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

See the response to **item b.** in this tab for more information.

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

View the following chart for Edgenuity's recommended network and speed connection figures:

Network / Speed Connection ²
<ul style="list-style-type: none"> • LAN 100/1000 switched to desktop • Internet access of 384 kbps per concurrent user • Wi-Fi with 54 mbps access points or better

For more information regarding system requirements, visit https://www.edgenuity.com/techsupportdocs/Edgenuity_MinimumSystemRequirements.pdf.

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

[Redacted]

[Redacted]

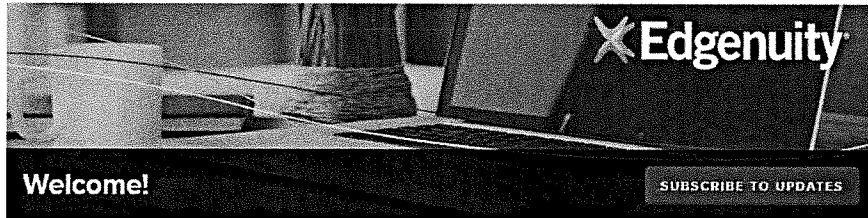


h. Specifics on the frequency and duration of operating system and application updates including the procedures used to inform the district of maintenance windows and system downtime for these tasks;

[Redacted]

- | [Redacted]
- | [Redacted]
- | [Redacted]
- | [Redacted]
- | [Redacted]
- | [Redacted]
- | [Redacted]
- | [Redacted]
- | [Redacted]

[Redacted]



All Systems Operational

☰ Student and Educator Systems ✓	☰ General Edgenuity Systems ✓
----------------------------------	-------------------------------

✓ Available ⚠ Performance Degradation ✖ Service Disruption 🛠 Maintenance



i. Any tools available to measure system responsiveness;

[Redacted content]

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

Data storage limits do not apply to the proposed solution.

k. Discuss how downtimes will be communicated in advance as discussed in Sec.II.B.7.

Edgenuity's system is monitored 24 hours per day / 7 days per week. Users may access the Network Operating Center at any time to report system issues. Additionally, Edgenuity provides an external status page where users can access the status of the system and any upcoming maintenance / update windows at any time. The Company sends out alerts and customer notifications regarding the health of systems as needed and applicable.



TAB 8. PRICING / COST PROPOSAL

In this tab, offerors shall provide an itemized pricing schedule to include all costs associated with providing the services as requested in this RFP. Offers shall list pricing for all costs to be paid in year 1, and then list all recurring annual costs for years 2-5. Offerors shall provide pricing for any additional professional development services that may be required after the initial term of the contract.

- a. **For evaluation purposes provide all costs as it relates to the proposed solution for the Scenario on Attachment G. Offer shall provide this pricing based on the proposed pricing schedule, as requested above, and show methodology as to how the price was determined for the scenario on Attachment G.**

Edgenuity offers flexible pricing options to support the District's goals as expressed in **RFP #21-2158-4EMF** for *Software and Support for Academic Credit Recovery* for Henrico County Public Schools. We are proposing the following solutions and pricing structures based on our understanding of the District's needs. Software-as-a-service (SaaS) license agreements are for 12 months or multi-year. Additional license options are available upon request.

Edgenuity will provide all services as outlined in this proposal if deemed the Successful Offeror. All pricing includes vendor hosting, unlimited technical and customer support, and system / curriculum updates during the contract period for no additional cost.

Licensing Option: Reusable Enrollment

Sites can purchase a set number of course enrollments. Once a course enrollment is disabled or completed, the enrollment license can be reused for that student or another student throughout the contract period.

Item	Annual Cost
<u>Courseware (6-12)</u> <ul style="list-style-type: none"> Includes access to all comprehensive content and course versions listed on the Virginia Course List (Appendix A), including Enhanced CTE*, for students in grades 6-12. 	\$90 per student

*Excludes eDynamic Learning and Purpose Prep. No Third Party Electives included in pricing.

Licensing Option: Single User

Single user licenses provide access for a single student to multiple courses and is not reusable.

Item	Annual Cost
<u>Courseware (6-12) – Homebound Students</u> <ul style="list-style-type: none"> Includes all Math, ELA, Science, Social Studies, General Electives, AP, VT, Edgenuity Career Electives, and World Languages. 	\$250 per student per semester



Thin Common Cartridge

Item	Unit Price
Thin Common Cartridge Integration <ul style="list-style-type: none"> One-time set-up fee 	\$10,000

Professional Development

A variety of professional development options are available to support the implementation, as outlined in the following section. Edgenuity Help Center resources, step-by-step guides, best practice information, and ongoing customer / technical support is included at **no additional cost**. Training can be purchased at any time throughout the implementation, as follows:

Item	Unit Price
Onsite training day <ul style="list-style-type: none"> Approximately six hours; up to 25 participants 	\$3,500 per day*
Virtual / Web training session <ul style="list-style-type: none"> Approximately two hours; up to 15 participants 	\$750 per session
Virtual Hybrid Webinar Series <ul style="list-style-type: none"> Five-session webinar series; up to 50 participants 	\$3,750 each
Add-On: KnowlEdge Academy <ul style="list-style-type: none"> Access to asynchronous professional learning courses. Must be purchased per site and with a PD offering. 	\$1,000 per site
Add-On: KnowlEdge Academy Premium <ul style="list-style-type: none"> Access to asynchronous professional learning courses. Must be purchased per site and with a PD offering. 	\$3,000 per site

*Bundled options are available; pricing can be provided upon request.

Please note that the new Anti-Racism Course from Point Made Learning and the new Plagiarism Checker are available as optional add-ons. Costs may be provided upon request.

A completed pricing scenario based on the itemized pricing above for HCPS follows in **Attachment G**.

Attachment G

Pricing Scenario

Provide pricing for the scenario below based off the itemized pricing schedule being offered. The quantities listed below are based on the current usage and are estimates only. HCPS shall not be bound to these quantities.

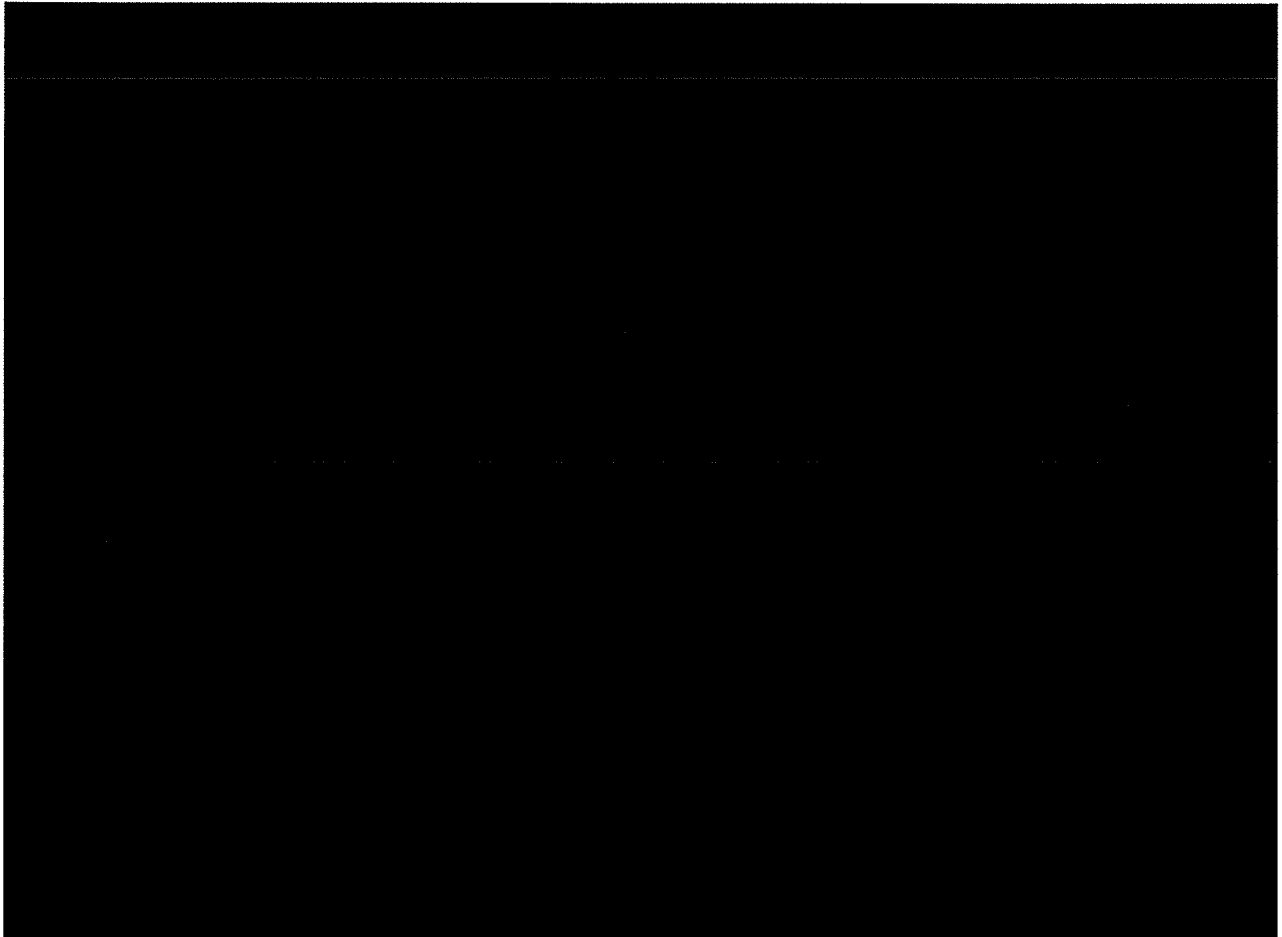
A	B	C
Scenario	Price per Student	Methodology used to determine price in column B.
Provide pricing for an annual subscription for 200 middle school students (enrolled in one course at a time) at various sites	\$18,000 (\$90 per student)	\$90 per 6-12 student; reusable enrollment
Provide pricing for an annual subscription for 1,700 high school students (enrolled in one course at a time) at various sites	\$153,000 (\$90 per student)	\$90 per 6-12 student; reusable enrollment
Provide pricing for an annual subscription for 100 homebound students (enrolled in one course at a time) using your teacher as teacher of record	\$50,000 (\$250 per student per semester)	\$250 per student per semester
2 days of training for 20-25 site supervisors/coordinators on program implementation (train the trainer)	\$7,000	\$3,500 per day
Consumables	N/A	
Grand Total	\$228,000	



TAB 9. REFERENCES

In this tab, offerors shall provide a minimum of three (3) references who can attest to the Offeror's past performance to provide services similar to those required for this contract. References shall be from other school districts. The list should include contact person's name, position, telephone numbers, fax number, and if available the e-mail or Internet address. Offerors may not use Henrico County as one of their references. By submitting a proposal, offerors agree to permit the County to contact the Offeror's clients to confirm the quality of past work for those clients.

The following confidential references for similar services can speak to Edgenuity's engaging and rigorous content, flexible learning management system, and excellent customer and technical support:





TAB 10. EXCEPTIONS

In this tab, Offerors shall list any exceptions taken to the Scope of Services and General Terms and Conditions of this Request for Proposals. The County intends to make the RFP and the Successful Offeror's proposal a part of the contract between the parties, so Offerors should list any exceptions for purposes of negotiating the contract. Exceptions to any liability provisions contained in this Request for Proposals is not required to be submitted.

Edgenuity's proposed deviations and exceptions to RFP #21-2158-4EMF follow in this tab.



Deviations/Exceptions to RFP #21-2158-4EMF

Edgenuity indicates the changes below as the offering is a subscription based software + content available via Edgenuity's Software-as-a-Service [SaaS] and not a good, product or professional based service (e.g., architect, electrician, construction, etc). SaaS is not a good for purchase and no transfer of title is contemplated by any future relationship.

Edgenuity Inc. ("Vendor") submits the following deviations to the Henrico County PS RFP #21-2158-4EMF for "Software & Support for Academic Credit Recovery"

SECTION	DEVIATIONS/REVISIONS
GENERAL CONTRACT TERMS AND CONDITIONS Page 11, V.A. – Annual Appropriations <i>(Vendor submits the revisions in the right column.)</i>	Please add the following to the end of this section: In the event of such termination, HCPS or the County shall pay Contractor for all services performed through the date of termination.
GENERAL CONTRACT TERMS AND CONDITIONS Page 13, N – Indemnification <i>(Vendor submits the revisions in the right column.)</i>	The Successful Offeror agrees to indemnify, defend and hold harmless the County(including Henrico County Public Schools), and the County's officers, agents and employees from any third-party claims, damages, suits, actions, liabilities and direct costs of any kind or nature, including reasonable attorneys' fees, arising from or caused by the provision of any services, the failure to provide any services or the use of any services or materials furnished (or made available) by the Successful Offeror under the Contract, provided that such liability is not attributable to the County's sole negligence.
GENERAL CONTRACT TERMS AND CONDITIONS Page 14, R – Ownership of Deliverable and Related Products <i>(Vendor submits the revisions in the right column.)</i> NOTE: <i>There is no contemplation of the transfer of ownership of any products/services offered in response to this Solicitation. Vendor offers the District a license and retains all rights, title and interest to these services/products.</i>	Please delete this section in its entirety as inapplicable.
GENERAL CONTRACT TERMS AND CONDITIONS Page 15, X(2) – Termination of Contract <i>(Vendor submits the revisions in the right column.)</i>	Failure of the Successful Offeror to comply with any material section or part of the Contract will be considered grounds for immediate termination of the Contract by the County.
Vendor submits the added terms to right.	Notwithstanding anything to the contrary in the Request for Proposal, the parties agree to add the following terms collectively listed and contained in the Vendor's Standard Terms and Conditions which is attached hereto and incorporated into this RFP by reference. <ul style="list-style-type: none"> • Section 2 – License & Services; • Section 3 – Use of Subscription; • Section 4 – Warranties & Disclaimers; • Section 7 – Edgenuity Property; • Addendum for Instructional Services & Professional Development Any references to "Customer" will mean "County" or "HCPS".



STANDARD TERMS AND CONDITIONS

These Terms and Conditions govern the provision of products and services as set forth in the applicable Edgenuity quote, customer-accepted proposal, or purchase order (collectively the "Quote," and with these Terms and Conditions, the "Agreement"). Edgenuity updates these Standard Terms from time-to-time, and posts the current version on its website at <http://www.edgenuity.com/edgenuity-standard-terms-and-conditions.pdf>.

1. DEFINITIONS.

- a. **Subscription** refers to Edgenuity's internet based learning management software as a service. The Subscription includes access to the **Licensed Material** (defined below) and **Third Party Services** found at <https://www.edgenuity.com/third-party-terms.pdf>.
- b. **Licensed Material** refers to the Edgenuity products and services specified in the Quote or other agreement, which may include Edgenuity Courseware, audio, video and other content, curriculum, documentation and software including applets and animations.
- c. **Professional Development** refers to all implementation planning, program design, administrative and instructional training, consulting and coaching for education professionals provided by Edgenuity as described in the applicable Quote. Professional Development services are also subject to the additional terms contained in the attached Addendum.
- d. **Instructional Services** refers to services provided by Edgenuity including student access to teachers and coaches, the development and implementation of policies and procedures for purposes of improving student outcomes, and other services as stated in the applicable Quote. Instructional Services are also subject the additional terms contained in the attached Addendum.

2. LICENSE and SERVICES.

- a. **License.** Edgenuity grants Customer a non-exclusive, non-transferable license to access and use Licensed Material for internal educational and training purposes solely for the Subscription as set forth in the Quote. This Agreement provides only Customer and Customer's specifically authorized instructors, administrators, students and parents ("End Users") access to and use of the Subscription solely for internal education- and training-related purposes. License and Service types are listed below:
 - i. **Concurrent License** - provides access to software throughout the Term by all authorized Users based on the number of simultaneous licenses purchased. Total number of users accessing program simultaneous cannot exceed total quantity of licenses purchased.
 - ii. **Reusable License** - provides access to software throughout the Term by all authorized users based on the number of semester course enrollments purchased. Once a course enrollment is disabled or completed, the enrollment license can be reused for that student or another student throughout the contract period.
 - iii. **Single User** - available to a single User identified by name and designated as the sole Student User of the specific license throughout the Term. Licenses cannot be transferred to another User.
 - iv. **Site License** - provides access to software throughout the Term by all authorized Users located in the specific physical site identified on the Price Quote. Must be a traditional brick and mortar educational institution that provides educational services to students at a common physical location. Not available for virtual schools.
 - v. **Virtual School** - a Customer that is (a) a private school licensed by the applicable state where students do not meet physically regularly for learning but where there is a teacher of record available to students enrolled at the institution and much of the learning takes place over the Internet with regular assistance or guidance from the teacher of record or (b) a private tutoring provider that makes available personal attention to each student clients enrolled in a program by faculty of tutoring provider and such services are the primary purpose of enrollment by students Clients; or (c) a public program implemented by School District where students do not meet physically regularly for learning but where there is a teacher of record available to students enrolled at the institution and much of the learning takes place over the Internet with regular assistance or guidance from the teacher of record regularly for learning; and (d) with respect to (a), (b), and (c) a Virtual School is not school that sells licenses or access to Software on a standalone bases or sells license or access to Software to students not actively enrolled in and participating in learning services provided by the private school or tutoring provider.

Licenses are available to access software throughout the Term by authorized Users not to exceed specific quantities stated on Price Quote.

- b. **Services.** If set forth in the Quote, Edgenuity will also provide Professional Development and/or Instructional Services, subject to the additional terms and conditions attached hereto as the Addendum for Instructional Services and Professional Development. Customer's access to any Professional Development or Instructional Services will expire at the end of the Term set forth in the applicable Quote, or if the Subscription is terminated for any reason.
- c. **Edgenuity Technical and Customer Support.** Edgenuity will provide technical and customer support for the Service. Technical support includes system updates and enhancements when generally made available and pushed per Edgenuity's regularly scheduled maintenance. Information on customer support and technical requirements is found at <https://www.edgenuity.com/support/customer-support/>.

3. USE OF SUBSCRIPTION.

- a. **Customer Data and Student Data.** All data and materials uploaded or entered during use of the Subscription by Customer, including student information and student records, remain the property of Customer ("**Customer Data**"). All student-generated content and personally identifiable information about any students ("**Student Data**") shall remain the property of the student, or of the parent or legal guardian of the student. Customer represents and warrants that it has appropriate rights to any Customer Data and Student Data. Customer grants Edgenuity the right to use the Customer Data and Student Data solely for purposes of performing under this Agreement. Students (or Parents or legal

guardians of the Student), retain ownership and control of all Student Data that is provided or accessed through Edgenuity's course, and ownership of such Student Data never passes to Edgenuity. During the term of this Agreement, Customer may export Customer Data and Student Data to the extent allowed by the functionality within the Subscription. For training and demonstration purposes, Edgenuity may use and share Customer Data and Student Data, but will share only with supervisors, instructors and other Customer employees who have appropriate authorization.

- b. **Customer Responsibilities.** Customer must (i) keep its passwords secure and confidential; (ii) be solely responsible for Customer Data and all activity in its account; (iii) use commercially reasonable efforts to prevent unauthorized access to its account and notify Edgenuity promptly of any such unauthorized access; and (iv) use the Subscription as described in Edgenuity's written technical guides. Customer authorizes its integrators or other third party vendors and Edgenuity to conduct initial setup and to allow continued access to the Subscription for the sole benefit of Customer. Customer may provide Edgenuity the name and contact information for all third parties authorized by Customer, or necessary for Customer to use the Subscription. Customer is solely responsible for ensuring compliance by its authorized integrators or other third party vendor(s) with all federal, state and local privacy laws and regulations. **EDGENUITY HEREBY DISCLAIMS FOR ALL PURPOSES AND CIRCUMSTANCES ANY RESPONSIBILITY OR LIABILITY FOR USE OF THE PRODUCTS INCLUDING THE CUSTOMIZATION THEREOF.**

4. WARRANTIES and DISCLAIMERS.

- a. **Compliance Warranty & Privacy Policy.** Edgenuity will comply with, and will cause each of its employees, agents, and contractors to comply with, all state, federal and municipal laws and regulations applicable to its performance under this Agreement ("Applicable Laws"), including without limitation the Family Educational Rights and Privacy Act ("FERPA"), and the Children's Online Privacy Protection Act ("COPPA"). Edgenuity's Privacy Policy, which is incorporated by reference into these terms and conditions, contains additional terms regarding Edgenuity's use of and commitment to safeguarding Student Data, and compliance with other student privacy laws. Customers and End Users can find Edgenuity's privacy policy at <http://www.edgenuity.com/Information/Privacy/>. Customer is responsible for providing notice of its own privacy policy to parents of its student and for obtaining any necessary parental consents for students to use the Subscription as may be required by Applicable Law.
 - b. **Professional Development and Instructional Services Warranty.** Edgenuity warrants that it will provide Professional Development and/or Instructional Services in a professional and competent manner consistent with the terms of this Agreement and under generally accepted industry standards.
 - c. **Edgenuity Service Warranty.** Edgenuity warrants that it will make commercially reasonable efforts to maintain the online availability of the Subscription. **CUSTOMER'S EXCLUSIVE REMEDY AND EDGENUITY'S ENTIRE LIABILITY UNDER THIS WARRANTY WILL BE FOR EDGENUITY TO REPAIR THE NON-CONFORMING SERVICE, OR IF EDGENUITY CANNOT MAKE SUCH REPAIR WITHIN A REASONABLE PERIOD OF TIME, THEN EDGENUITY MAY TERMINATE ACCESS TO THE SUBSCRIPTION AND REFUND A PORTION OF THE FEE.**
 - d. **DISCLAIMERS.** THE SUBSCRIPTION IS PROVIDED "AS IS" AND WITH ALL FAULTS. EXCEPT FOR THE ABOVE WARRANTIES, THE SUBSCRIPTION AND ANY PROFESSIONAL DEVELOPMENT AND INSTRUCTIONAL SERVICES ARE PROVIDED ON AN "AS-IS" AND "WHEN AVAILABLE" BASIS. EDGENUITY EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES CONCERNING THE SUBSCRIPTION AND SERVICES TO THE EXTENT ALLOWED BY LAW, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THERE IS NO WARRANTY THAT THE OPERATION OR CONNECTIVITY OF THE SUBSCRIPTION WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT THE SUBSCRIPTION WILL BE FREE OF ALL POSSIBLE METHODS OF UNAUTHORIZED ACCESS, ATTACK, OR INTRUSION.
5. **PAYMENT, INVOICING AND TAXES.** Unless otherwise provided in the Quote, Customer will pay the amount of each invoice net 30 days after the invoice date. Except to the extent that Customer provides Edgenuity with a valid tax exemption certificate authorized by the appropriate taxing authority, Customer must pay any taxes, impositions, or other charges imposed or levied by any governmental authority, including any sales, use, value-added, or withholding taxes, in connection with the Quote, excluding Edgenuity income and payroll taxes.

6. MUTUAL CONFIDENTIALITY.

- a. **Definition of Confidential Information.** Confidential Information means all non-public information including Personally Identifiable Information ("PII") as defined by Applicable Law, disclosed by a party ("Discloser") to the other party ("Recipient"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure ("Confidential Information"). Edgenuity's Confidential Information includes without limitation the Service, its user interface design and layout, pricing information, and the Licensed Material.
- b. **Protection of Confidential Information.** The Recipient must use the same degree of care that it uses to protect the confidentiality of its own confidential information (but in no event less than reasonable care) not to disclose or use any Confidential Information of the Discloser for any purpose outside the scope of this Agreement. The Recipient must make commercially reasonable efforts to limit access to Confidential Information of Discloser to those of its employees and contractors who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with Recipient no less restrictive than the confidentiality terms of this Agreement.
- c. **Exclusions.** Confidential Information excludes information that: (i) is or becomes generally known to the public without breach of any obligation owed to Discloser; (ii) was known to the Recipient before its disclosure by the Discloser without breach of any obligation owed to the Discloser; (iii) is received from a third party without breach of any obligation owed to Discloser; or (iv) was independently developed by the Recipient without use or access to the Confidential Information. The Recipient may disclose Confidential Information to the extent required by law or court order, but will provide Discloser with advance written notice to seek a protective order.

7. EDGENUITY PROPERTY.

- a. **Reservation of Rights.** The content, documentation, software, workflow processes, user interface, designs, know-how and other items provided by Edgenuity as part of the Subscription, any Instructional Services or Professional Development, or in response to Customer requests for customized content are the proprietary property of Edgenuity and its licensors, and all right, title and interest in and to such items, including all associated intellectual property rights, remain only with Edgenuity and its licensors. Customer may not remove or modify any proprietary marking or restrictive legends in the Edgenuity Courseware. Edgenuity reserves all rights unless expressly granted in this Agreement.
- b. **Restrictions.** Customer may not (i) sell, resell, rent or lease the access to the Subscription or use it in a service provider capacity; (ii) use the Subscription to store or transmit infringing, unsolicited marketing emails, libelous, or otherwise objectionable, unlawful or tortious material, or to store or transmit material in violation of third-party rights; (iii) interfere with or disrupt the integrity or performance of the Subscription or attempt to gain unauthorized access to the Subscription or its related systems or networks; (iv) use the Subscription for other than internal Customer educational purposes; (v) reproduce, frame, mirror, modify, translate, enhance, decompile, disassemble, copy, download or reverse engineer the Subscription or modify, create derivative works based on the Subscription; or (vi) access the Subscription to build a competitive service or product, or copy any feature, function or graphic for competitive purposes.

8. TERM AND TERMINATION.

- a. **Term.** The Term of this Agreement and Customer's access to the Subscription, Services, and any instructional Services or Professional Development services will continue for the period indicated on the applicable Quote, unless terminated by Edgenuity for material breach. The term of the Agreement begins and ends on the effective dates stated in the Price Quote for Services ("Term") and Customer only has the right to use the Products and/or Service during the Term. The Term may be extended for an additional one (1) year renewal term (or other duration stated in the invoice) upon Edgenuity's issuance of an invoice for extension and either: (a) payment for such invoice by Customer or (b) Customer's continued accessing and use of the Products and/or Service.
- b. **Funding-Out Clause.** If Customer is a governmental entity receiving federal funds, Customer's payment obligation may be conditioned upon the availability of funds that are appropriated or allocated by the applicable government agency. If funds are not allocated, Customer may terminate this Agreement at the end of the period for which funds are available. Customer must notify Edgenuity in writing within thirty (30) calendar days before termination. Upon termination, Edgenuity will be entitled to a pro-rata portion of the fees for Service performed up to the date of termination.
- c. **Non-payment of Fees.** Edgenuity may terminate the Agreement and access to the Subscription in a Quote within ten (10) days after Customer receipt of a notice of non-payment of amounts owed under that Quote.
- d. **Mutual Termination for Material Breach.** Except for 7(b), if either party is in material breach of this Agreement, the non-breaching party may terminate this Agreement at the end of a written thirty (30) calendar day notice and cure period, if the breach has not been cured.
- e. **Access to and Return of Customer Data and Student Data.** For a period of up to sixty (60) days after termination, upon request, Edgenuity will make the Subscription available for Customer to access and export Customer Data and Student Data. Alternately, Customer may submit a written request to Edgenuity up to sixty (60) days after termination, to request the deletion of Student Data (other than anonymized or de-identified data that may be retained pursuant to Edgenuity's Privacy Policy).
- f. **Suspension for Violations of Law.** Edgenuity may temporarily suspend the Subscription or remove the applicable Customer Data, or both, if it in good faith believes that, as part of using the Subscription, Customer has violated a law. Edgenuity will attempt to contact Customer in advance.
- g. **Return or Destroy Edgenuity Materials Upon Termination.** Within sixty (60) days after expiration or termination of this Agreement for any reason, upon request, Customer agrees to return, delete or destroy all proprietary Edgenuity materials provided by Edgenuity. Customer will confirm its compliance with this destruction or return requirement in writing upon request of Edgenuity.

9. LIABILITY LIMIT.

- a. **EXCLUSION OF INDIRECT DAMAGES.** EDGENUITY IS NOT LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, COSTS OF DELAY; LOSS OF DATA, RECORDS OR INFORMATION; AND LOST PROFITS), EVEN IF IT KNOWS OF THE POSSIBILITY OF SUCH DAMAGE OR LOSS.
- b. **TOTAL LIMIT ON LIABILITY.** EDGENUITY'S TOTAL LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT, TORT OR OTHERWISE) DOES NOT EXCEED THE AMOUNT PAID BY CUSTOMER WITHIN THE 12-MONTH PERIOD BEFORE THE EVENT THAT GAVE RISE TO THE LIABILITY.

10. INDEMNITY.

- a. Edgenuity will defend or settle any third party claim against Customer to the extent that such claim alleges that Edgenuity technology used to provide the Subscription violates a copyright, patent, trademark or other intellectual property right. Customer must promptly notify Edgenuity of any such claim in writing, cooperates with Edgenuity in the defense, and allow Edgenuity solely to control the defense or settlement of the claim. If such a claim appears likely, then Edgenuity may modify the Subscription, procure the necessary rights, or replace the infringing part of the Subscription with a functional equivalent. If Edgenuity determines that none of these are reasonably available, then Edgenuity may terminate the Subscription and refund any prepaid and unused fees. Edgenuity has no obligation for any claim, in whole or in part, arising from information, items or technology not provided by Edgenuity or for any third party services not owned by Edgenuity. THIS SECTION CONTAINS CUSTOMER'S EXCLUSIVE REMEDIES AND EDGENUITY'S SOLE LIABILITY FOR INTELLECTUAL PROPERTY INFRINGEMENT CLAIMS.
- b. To the extent permitted under Applicable Law, each party will defend, indemnify and hold harmless the other party from and against any third party claims, injuries, losses, damages, settlements, penalties, fines, costs, or expenses (including reasonable attorneys' fees) that arise

from or relate to (i) the indemnifying party's negligence, misconduct or breach of this Agreement; and (ii) an indemnifying party's violation of Applicable Law.

11. OTHER TERMS.

- a. **Governing Law.** If Customer is a public school or district or other state or municipal governmental agency, this Agreement will be governed by the laws of the state where the Customer resides, excluding any conflict of law principles. Otherwise, this Agreement will be governed by the laws of the state of Arizona.
- b. **Entire Agreement and Changes.** These Terms and Conditions (and any Attachments) and the Quote constitute the entire agreement between the parties and supersede any prior or contemporaneous negotiations or agreements, whether oral or written, related to this subject matter. The Parties may modify this Agreement only by written agreement signed by both parties.
- c. **No Assignment.** Neither party may assign or transfer this Agreement or a Quote to a third party, except that this Agreement with all Quotes may be assigned, without the consent of the other party, as part of a merger or sale of all or substantially all the assets of a party.
- d. **Independent Contractors.** The parties to this Agreement are independent contractors, and this Agreement does not create any partnership, joint venture, employment, franchise, or agency between the parties. Neither party will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent.
- e. **Feedback.** By submitting ideas, suggestions or feedback to Edgenuity regarding the Subscription, Customer agrees that items submitted do not contain confidential or proprietary information; and Customer grants Edgenuity an irrevocable, unlimited, royalty-free and fully-paid perpetual license to use such items for any business purpose.
- f. **Enforceability and Force Majeure.** If any term of this Agreement is invalid or unenforceable, the other terms remain in effect. Except for the payment of fees, neither party is liable for events beyond its reasonable control, including, without limitation force majeure events, failure of Internet services, any third party service and telecommunications services.
- g. **Money Damages Insufficient.** Any breach by a party of this Agreement or violation of the other party's intellectual property rights could cause irreparable injury or harm to the other party. The other party may seek a court order to stop any breach or avoid any future breach.
- h. **No Additional Terms and Order of Precedence.** This Agreement supersedes any additional or conflicting terms of any Customer form-purchasing document. If there is an inconsistency between these Terms and Conditions and any Quote, the Quote will prevail only with respect to pricing, duration and service specific terms.
- i. **Survival of Terms.** Sections 5 through 10, 11(a) (e) (g) (h) and (i) shall survive termination of this Agreement.

Addendum for Instructional Services & Professional Development

1. **APPLICABILITY.** These additional terms and conditions apply if the Quote includes the purchase of Instructional or Professional Development Services from Edgenuity. In the event of a conflict between these additional terms and the Edgenuity Standard Terms and Conditions, these additional terms shall control, but solely with respect to the provision of Instructional and/or Professional Development Services.
2. **CUSTOMER LIAISON.** Customer will designate an individual to serve as its primary liaison to Edgenuity for all communications related to the provision of Instructional and Professional Development Services, setting up access for End Users, and use of the Subscription.
3. **HOURS OF AVAILABILITY.** Edgenuity Instructional and Professional Development Services will be available during the business hours specified by Edgenuity, or if Customer requires Instructional Services for certain times or additional hours, such requirements must be specified in the Quote prior to the beginning of the Subscription. Requests for access to Instructional or Professional Development Services not already provided for in the Quote must be made or approved by the Customer Liaison, and may result in additional charges.
4. **NO GUARANTY OF OUTCOMES.** Edgenuity cannot make any guarantees, representations or warranties as to any student, teacher, or other End User outcomes or results from the Instructional or Professional Development Services.
5. **INSTRUCTIONAL SERVICES.** If specified in the Quote, Edgenuity will provide virtual access to teachers or coaches (or both) (“Edgenuity Instructors”) who are hired, trained, supervised, and paid by Edgenuity, and who will assist in the virtual delivery of the Licensed Material to students and their use of the Subscription (the “Virtual Programs”). Customer is responsible for (a) providing secure internet access for End Users to use the Virtual Programs; (b) all day-to-day management of the Virtual Programs, subject in all cases to compliance with Applicable Law and Customer policies; (c) obtaining all necessary consents for the provision of Instructional Services where they will involve direct contact between Edgenuity Instructors and students and parents; (d) determining appropriate student courses and verifying student schedules; (e) monitoring student attendance and ensuring compliance with applicable state requirements; and (f) assisting students not making adequate progress.
 - a. **Instructor Requirements.** Customer shall be responsible for advising Edgenuity of any special certification, training, background checks, insurance, fingerprinting or similar requirements for the Edgenuity Instructors as may be imposed by Applicable Law (“Instructor Requirements”). Edgenuity shall be solely responsible for all decisions regarding hiring, supervision, discipline, and dismissal of Edgenuity Instructors, and for ensuring that all Edgenuity Instructors meet and comply with Instructor Requirements.
 - b. **Exceptional Student Services.** If Customer is a public entity receiving federal funds, Customer is considered the “Local Educational Agency,” or LEA, as that term is defined by Applicable Law, and Customer is solely responsible for the provision of any special education services. Edgenuity’s services do not include (i) providing special education services; (ii) creating, implementing or providing Individualized Education Programs (IEP); (iii) providing reasonable accommodations or any services to insure compliance with the Individuals with Disabilities Education Act (IDEA), the Americans with Disabilities Act (ADA), section 504 of the Rehabilitation Act, or any other Applicable Law. Notwithstanding the foregoing, Edgenuity will discuss, formulate and make reasonable adjustments and accommodations in furtherance of student IEPs or reasonable accommodations established by Customer, provided that Customer provides necessary IEPs and section 504 documentation to Edgenuity. Customer shall be solely responsible for the costs of any required adjustments or accommodations.
 - c. **State Testing.** Customer is responsible for providing appropriate accommodations for the administration of any state-mandated standardized testing by End Users. Customer is also responsible for receiving, distributing, administering, proctoring and returning all state mandated standardized tests under applicable state law, policies and procedures.
 - d. **Reporting and Withdrawal of Students/End Users.** Where reporting of student results is required by Applicable Law, Customer shall be responsible for insuring the accuracy and completeness of student information used, relied upon, or reported by Edgenuity in providing the Instructional Services, and shall promptly notify Edgenuity if any student information needs to be corrected or updated. Upon notice to Customer, Edgenuity reserves the right to withdraw End User access for students who fail to take required tests or maintain adequate progress.
6. **PROFESSIONAL DEVELOPMENT SERVICES.** If included in the Quote, Edgenuity may also provide Professional Development Services, (“PD Services”) which may include training and instruction to Customer’s instructors and administrators on the implementation and use of the Subscription, curriculum workshops, use of student information to monitor progress, and other related topics as may be specified in the Quote. Customer shall be solely responsible for providing necessary equipment and secure internet access to facilitate the PD Services, and for scheduling the PD Services at least two (2) weeks in advance.
 - a. **Charges for PD Services.** Before delivering Professional Development Services, Edgenuity must receive a signed Quote specifying the number of hours included and the cost of the services provided, and all necessary setup and implementation services required to demonstrate and use the Subscription must be completed. PD Services will be available for use by Customer only during the Term of the Subscription. PD Services purchased but not scheduled and delivered within the first year of the Term may be forfeited without notice. If there are any changes or cancellations of PD services less than 72 hours prior to the scheduled delivery date, Customer agrees to reimburse Edgenuity for travel and other out-of-pocket expenses incurred. The Parties must document in writing and sign any grace periods or extension of time for delivery of PD Services.
 - b. **Use of Customer’s Facilities.** If Edgenuity will be providing any PD Services at Customer’s premises, Customer shall advise Edgenuity in advance of any Instructor Requirements for Edgenuity personnel, and Edgenuity will be responsible for insuring that all Professional Development personnel meet and comply with all such requirements.
7. **NO UNAUTHORIZED RECORDING OR REPRODUCTION.** All content delivered by Edgenuity as part of Instructional or PD Services are the property of Edgenuity, and customer may not record, reproduce or copy such content without Edgenuity’s express written authorization.



TAB 11. ASSUMPTIONS

In this tab, offerors shall list any assumptions made when responding to this Request for Proposals.

Edgenuity makes no assumptions concerning the information in this request for proposal.



TAB 12. APPENDICES

Optional for Offerors who wish to submit additional material that will clarify their response.

The following supplemental Edgenuity documents and guides referenced throughout this proposal are included in this tab:

- Appendix A: Virginia Course List
- Appendix B: Quick Preview Guide
- Appendix C: Confidential Resumes
- Appendix D: Confidential Audited Financial Statements
- Appendix E: Professional Development Catalog



APPENDIX A: VIRGINIA COURSE LIST



Virginia

2021 Course List



Ask us about our flexible,
affordable summer school options.

ENGLISH LANGUAGE ARTS

- English 6 ^{DOE}
- English 7 ^{DOE}
- English 8 ^{DOE}
- English 9 ^{DOE}
- English 9 Honors ^{DOE}
- English 10 ^{DOE}
- English 10 Honors ^{DOE}
- English 11 ^{DOE}
- English 11 Honors ^{DOE}
- English 12 ^{DOE}
- English 12 Honors ^{DOE}

MATHEMATICS

- Mathematics 6 ^{DOE}
- Mathematics 7 ^{DOE}
- Mathematics 8 ^{DOE}
- Pre-Algebra ^{NS}
- Algebra I ^{DOE}
- Algebra I Honors ^{DOE}
- Algebra II ^{DOE}
- Algebra II Honors ^{DOE}
- Geometry ^{DOE}
- Geometry Honors ^{DOE}
- Algebra II & Trigonometry ^{NS}
- Algebra Functions & Data Analysis ^{DOE}
- Mathematical Analysis ^{DOE}
- Pre-Calculus ^{NS}
- Probability & Statistics ^{DOE}
- Statistics
- Trigonometry* ^{DOE}

SCIENCE

- Science 6 ^{DOE}
- Science 7 ^{DOE}
- Science 8 ^{DOE}
- Life Science ^{DOE}
- Earth Science ^{DOE}
- Earth Science Honors ^{DOE}
- Physical Science ^{DOE}
- Biology ^{DOE}
- Biology Honors ^{DOE}
- Chemistry ^{DOE}
- Chemistry Honors ^{DOE}
- Environmental Science ^{NS}
- Physics ^{DOE}
- Physics Honors ^{DOE}

SOCIAL STUDIES

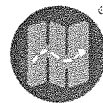
- Middle School Civics & Economics ^{DOE}
- Middle School U.S. History I (to 1865)
- Middle School U.S. History II (from 1865) ^{DOE}
- Economics* ^{DOE}
- Economics & Personal Finance ^{DOE}
- Economics & Personal Finance Honors ^{DOE}
- World History & Geography I (to 1500) ^{DOE}
- World History & Geography I (to 1500) Honors ^{DOE}
- World History & Geography II (1500 to present) ^{DOE}
- World History & Geography II (1500 to present) Honors ^{DOE}
- World Geography ^{DOE}
- Virginia & U.S. History ^{DOE}
- Virginia & U.S. History Honors ^{DOE}
- Virginia & U.S. Government ^{DOE}
- Virginia & U.S. Govt. Honors ^{DOE}
- Civics and Citizenship* ^{NS}

NATIONAL TEST PREPARATION

- ACCUPLACER® ^{NS}
- ACT WorkKeys® ^{NS}
- ACT® ^{NS}
- GED® ^{NS}
- ASVAB® (Math, Verbal, Science) ^{NS}
- PSAT® ^{NS}
- SAT® ^{NS}

Virginia Test Preparation

- 6th Grade Mathematics ^{NS}
- 6th Grade Reading ^{NS}
- 7th Grade Civics & Economics ^{NS}
- 7th Grade Mathematics ^{NS}
- 7th Grade Reading ^{NS}
- 8th Grade Mathematics ^{NS}
- 8th Grade Reading ^{NS}
- 8th Grade Science ^{NS}
- 8th Grade Writing ^{NS}
- 9th Grade Reading ^{NS}
- 9th Grade Writing ^{NS}
- 10th Grade Reading ^{NS}
- 10th Grade Writing ^{NS}
- 11th Grade Reading ^{NS}
- 11th Grade Writing ^{NS}
- Algebra I ^{NS}
- Algebra II ^{NS}
- Biology ^{NS}
- Chemistry ^{NS}
- Earth Science ^{NS}
- Geometry ^{NS}
- Virginia & U.S. History ^{NS}
- World Geography ^{NS}
- World History & Geography 1500-present ^{NS}
- World History & Geography to 1500 ^{NS}



WORLD LANGUAGES

Middle School

- Spanish 1 ^{DOE}
- Spanish 2 ^{DOE}
- French 1 ^{DOE}
- French 2 ^{DOE}
- Chinese 1 ^{DOE}
- Chinese 2 ^{DOE}
- German 1 ^{DOE}
- German 2 ^{DOE}
- Latin 1 ^{DOE}
- Latin 2 [†]

High School

- Spanish I ^{DOE}
- Spanish II ^{DOE}
- Spanish III ^{DOE}
- French I ^{DOE}
- French II ^{DOE}
- French III ^{DOE}
- Modern Languages I (Chinese) ^{DOE}
- Modern Languages II (Chinese) ^{DOE}
- German I ^{DOE}
- German II ^{DOE}
- Latin I ^{DOE}
- Latin II ^{DOE}

ADVANCED PLACEMENT®

All AP courses except Computer Science Principles, English Literature and Composition, French, and Spanish require textbooks. Textbooks are not included and can be ordered from online booksellers.

- Biology[†]
- Calculus AB ^{NS}
- Computer Science Principles ^{*}
- English Literature & Composition ^{NS}
- English Language & Composition ^{NS}
- Environmental Science^{† NS}
- French Language and Culture ^{NS}
- Human Geography ^{NS}
- Psychology ^{NS}
- Spanish Language and Culture ^{NS}
- Statistics
- U.S. Government & Politics^{* NS}
- U.S. History ^{NS}
- World History: Modern ^{NS}

GENERAL ELECTIVES

Middle School

- Health Quest^{* *}
- Keyboarding and Applications^{*}
- Online Learning and Digital Citizenship^{*}

High School

- Art History I ^{NS}
- Civics and Citizenship^{* *}
- Classic Novels & Author Studies (includes 15 novels)^{* * † NS}
- Computer Applications: Office 2016 ^{NS}
- Computer Science Principles ^{*}
- Concepts in Probability and Statistics ^{NS}
- Expository Reading & Writing ^{NS}
- Health Grade 9 ^{DOE}
- Health Grade 10 ^{DOE}
- Introduction to Coding^{* NS}
- Intro to Communication and Speech ^{NS}
- Introduction to Computer Science
- Introduction to Art ^{NS}
- Literacy and Comprehension I ^{NS}
- Literacy and Comprehension II ^{NS}
- Physical Education Grade 9 ^{DOE}
- Psychology ^{NS}
- Sociology^{* NS}
- Strategies for Academic Success^{* NS}

Virginia

COURSE LIST, CONTINUED

CTE ELECTIVES

CTE Electives can be added to concurrent or site licenses for an additional cost.

CAREER READINESS

- Career Explorations I*
- Career Explorations II*
- Career Explorations III*
- Career Explorations ^{DOE CTE}
- Career Management*
- Career Planning and Development* ^{NS}

CAREER CLUSTERS

Agriculture, Food & Natural Resources

- Agribusiness Systems* ^{NS}
- Animal Systems*
- Food Products and Processing Systems* ^{NS}
- Introduction to Agriculture, Food, & Natural Resources* ^{NS}
- Plant Systems*
- Power, Structural, and Technical Systems* ^{NS}

Architecture & Construction

- Construction Careers* ^{NS}
- Introduction to Careers in Architecture & Construction* ^{NS}

Arts, A/V Technology & Communications

- Fundamentals of Digital Media*

Business Management & Administration

- Business Computer Information Systems ^{NS}
- Business Law* ^{NS}
- Microsoft® Office® Specialist ^{NS}
- Small Business Entrepreneurship ^{NS}
- Technology and Business ^{NS}

Education & Training

- Introduction to Careers in Education & Training* ^{NS}
- Introduction to Human Growth and Development* ^{NS}
- Teaching and Training Careers*

Finance

- Banking Services Careers* ^{NS}
- Introduction to Careers in Finance* ^{NS}
- Personal Finance* ^{DOE CTE}

Government & Public Administration

- Introduction to Careers in Government & Public Administration* ^{NS}

Health Science

- Careers in Allied Health* ^{NS}
- Health, Safety and Ethics in the Health Environment*
- Health Science Concepts (Anatomy & Physiology) ^{NS}
- Introduction to Careers in the Health Sciences* ^{NS}
- Introduction to Health Science ^{NS}
- Medical Terminology ^{NS}
- Nursing: Unlimited Possibilities & Unlimited Potential*[†]
- Nursing Assistant [†]
- Pharmacy Technician ^{† VA}
- Physicians, Pharmacists, Dentists, Veterinarians and Other Doctors* ^{NS}
- Public Health: Discovering the Big Picture in Health Care* ^{NS}
- Therapeutics: The Art of Restoring and Maintaining Wellness* ^{NS}

Hospitality & Tourism

- Food Safety and Sanitation* ^{NS}
- Marketing and Sales for Tourism and Hospitality ^{NS}
- Planning Meetings and Special Events*
- Sustainable Service Management for Hospitality and Tourism* ^{NS}
- Transportation and Tours for the Traveler*

Human Services

- Family and Community Services*
- Introduction to Consumer Services* ^{NS}
- Introduction to Human Services* ^{NS}
- Personal Care Services* ^{NS}

Virginia

COURSE LIST, CONTINUED



CTE ELECTIVES, CONTINUED

CTE Electives can be added to concurrent or site licenses for an additional cost.

Information Technology

- Computer Science Principles *
- Fundamentals of Computer Systems*
- Fundamentals of Programming & Software Development* NS
- Information Technology Fundamentals NS
- Introduction to Business
- Introduction to Coding*
- Introduction to Computer Science
- Introduction to Information Technology Support & Services* NS
- Introduction to Network Systems* NS
- Network System Design* NS
- New Applications: Web Development in the 21st Century* NS
- Software Development Tools* NS

Law, Public Safety, Corrections & Security

- Corrections: Policies and Procedures* NS
- Fire & Emergency Services* NS
- Forensics: Using Science to Solve a Mystery*
- Introduction to Law, Public Safety, Corrections, & Security* NS
- Law Enforcement Field Services* NS
- Legal Services*
- Security and Protective Services*

Marketing

- Careers in Marketing Research* NS
- Marketing NS

Science, Technology, Engineering & Mathematics

- Engineering and Design* NS
- Engineering and Product Development* NS
- Introduction to STEM* NS
- Science and Mathematics in the Real World*
- Scientific Discovery and Development*
- Scientific Research*
- STEM and Problem Solving*

Transportation, Distribution & Logistics

- Careers in Logistics Planning & Management Services* NS
- Introduction to Careers in Transportation, Distribution, & Logistics* NS



SOCIAL EMOTIONAL LEARNING

Purpose Prep 6-12 and Look Deeper: Race run on the Edgenuity LMS and are available at an additional cost. Purpose Prep K-5 is also available on a separate platform.

Purpose Prep

- Character & Leadership Development
- Climate & Culture Transformation
- College & Career Readiness
- Mental Health & Wellness
- Personal Development
- Restorative Practices and Principles
- Social & Emotional Success
- Unlock Your Purpose
- Trauma-Informed Living

Point Made Learning

- Look Deeper: Race

Subscription-based Electives

THESE ELECTIVES ARE PRICED SEPARATELY BY ENROLLMENT

CAREER AND ELECTIVE COURSES by eDynamic Learning

Edgenuity offers a suite of eDynamic Learning electives on a subscription basis, allowing students to pursue a large range of interests in language arts, creative arts, STEM, and CTE. These electives are priced separately by enrollment.

MIDDLE SCHOOL ELECTIVES

- Middle School 2D Studio Art 1A^{*NS}
- Middle School 2D Studio Art 1B^{*NS}
- Middle School Coding 1A^{*NS}
- Middle School Coding 1B^{*NS}
- Middle School Digital Art & Design 1A^{*NS}
- Middle School Digital Art & Design 1B^{*NS}
- Middle School Exploring Music 1A^{*NS}
- Middle School Exploring Music 1B^{*NS}
- Middle School Game Design 1A^{*NS}
- Middle School Game Design 1B^{*NS}
- Middle School Journalism 1A^{*NS}
- Middle School Journalism 1B^{*NS}
- Middle School Photography 1A^{*NS}
- Middle School Photography 1B^{*NS}

HIGH SCHOOL GENERAL ELECTIVES

- African-American History^{*NS}
- American Sign Language 1A^{*}
- American Sign Language 1B^{*}
- American Sign Language 2A^{*}
- American Sign Language 2B^{*}
- Anthropology I:
Uncovering Human Mysteries^{*NS}
- Anthropology II:
More Human Mysteries Uncovered^{*NS}
- Archaeology: Detectives of the Past^{*NS}
- Creative Writing^{*NS}
- Gothic Literature: Monster Stories^{*NS}
- History of the Holocaust^{*NS}
- Mythology & Folklore: Legendary Tales^{*NS}
- Philosophy: The Big Picture^{*NS}
- Social Problems I: A World in Crisis^{*NS}
- Social Problems II: Crisis, Conflicts, and
Challenges^{*NS}
- World Religions: Exploring Diversity^{*NS}

AGRICULTURE, FOOD, AND NATURAL RESOURCES

- Agriscience 1:
Introduction to Agriscience^{*}
- Agriscience 2A:
Sustaining Human Life^{*}
- Agriscience 2B:
Sustaining Human Life^{*}
- Forestry & Natural Resources^{*NS}

- Principles of Agriculture, Food, and
Natural Resources^{*NS}
- Veterinary Science:
The Care of Animals^{*NS}

ARTS, AUDIO/VIDEO TECHNOLOGY, AND COMMUNICATIONS

- Animation^{*NS}
- Digital Photography 1A^{*NS}
- Digital Photography 1B^{*NS}
- Digital Photography II^{*NS}
- Introduction to Social Media:
Our Connected World^{*NS}
- Journalism 1A^{*NS}
- Journalism 1B^{*NS}
- Music Appreciation^{*NS}
- Public Speaking 1A^{*NS}
- Public Speaking 1B^{*NS}

BUSINESS, MANAGEMENT, AND ADMINISTRATION

- International Business: Global
Commerce in the 21st Century^{*NS}
- Keyboarding and Applications^{*}

EDUCATION & TRAINING

- Early Childhood Education 1A^{*NS}
- Early Childhood Education 1B^{*NS}
- Real World Parenting^{*NS}

ENERGY

- Renewable Technologies 1A^{*NS}
- Renewable Technologies 1B^{*NS}

HOSPITALITY & TOURISM

- Culinary Arts 1A^{*NS}
- Culinary Arts 1B^{*NS}
- Hospitality & Tourism 1:
Traveling the Globe^{*NS}
- Hospitality & Tourism 2A:
Hotel & Restaurant Management^{*NS}
- Hospitality & Tourism 2B:
Hotel & Restaurant Management^{*NS}

HUMAN SERVICES

- Cosmetology 1: Cutting Edge Styles^{*NS}
- Cosmetology 2:
The Business of Skin & Nail Care^{*NS}

- Fashion & Interior Design^{*NS}
- Nutrition & Wellness^{*NS}
- Peer Counseling^{*NS}

INFORMATION TECHNOLOGY

- Cybersecurity 1A^{*NS}
- Cybersecurity 1B^{*NS}
- Game Design 1A^{*NS}
- Game Design 1B^{*NS}

LAW, PUBLIC SAFETY, CORRECTIONS, AND SECURITY

- Careers in Criminal Justice^{*NS}
- Criminology:
Inside the Criminal Mind^{*NS}
- Introduction to Military Careers^{*NS}
- Law & Order:
Introduction to Legal Studies^{*NS}
- National Security^{*NS}
- Principles of Public Service:
To Serve & Protect^{*NS}

MANUFACTURING

- Introduction to Manufacturing:
Product Design & Innovation^{*NS}

MARKETING

- Advertising and Sales Promotion^{*NS}
- Sports and Entertainment Marketing^{*NS}

SCIENCE, TECHNOLOGY, ENGINEERING, AND MATHEMATICS

- Astronomy: Exploring the Universe 1A^{*NS}
- Astronomy: Exploring the Universe 1B^{*NS}
- Biotechnology 1A^{*NS}
- Biotechnology 1B^{*NS}
- Concepts of Engineering & Technology^{*NS}
- Forensic Science I:
Secrets of the Dead^{*NS}
- Forensic Science II:
More Secrets of the Dead^{*NS}
- Great Minds in Science:
Ideas for a New Generation^{*NS}
- Marine Science 1A^{*NS}
- Marine Science 1B^{*NS}

Subscription-based Electives

THESE ELECTIVES ARE PRICED SEPARATELY BY ENROLLMENT



INSTRUCTIONAL SERVICES ELECTIVES Offered with Edgenuity teachers only

All electives can be taught through a district teacher or a highly qualified Edgenuity instructor. However, the following electives are offered only through Edgenuity's Instructional Services to help schools further expand their course offerings with Edgenuity's instructors.

- Adaptive PE*
- Advanced PE 1 & 2
- Anatomy* ^{NS}
- Comprehensive PE*
- Concepts in Fitness*
- Credit Recovery PE 1 & 2
- Drugs & Alcohol* ^{NS}
- Exercise Science* ^{NS}
- Family & Consumer Sciences*
- Family Living & Healthy Relationships*
- First Aid & Safety* ^{NS}
- Fitness Fundamentals 1 & 2
- Flexibility Training[†]
- Group Sports*
- Health & Personal Wellness* ^{DOE}
- Health Careers*
- HOPE 1 & 2
- Individual Sports*
- Intro to Coaching* ^{NS}
- Health 9 (Life Skills)* ^{DOE}
- Middle School Fitness Basics 1 & 2
- Middle School Intro to Group Sports 1 & 2
- Middle School Health*
- Middle School Intro to Individual Sports 1 & 2
- Middle School Life Skills* ^{NS}
- Personal Health and Fitness*
- Personal Training*
- Personal Training Concepts* ^{NS}
- Physiology* ^{NS}
- Running*
- Sports Officiating* ^{NS}
- Strength Training*
- Walking Fitness[‡]

- * One-semester course
- ** Supplemental modules (can be used alongside other courses)
- † Not available via Instructional Services
- ^{NS} Approved by the VA Board of Pharmacy
- ^{DOE} Approved by the VA DOE for SOL/CTE
- ^{NS} Approved by the DOE as a non-SOL-aligned course
- * Available in Summer 2021 in preparation for Back to School

Notes

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ACT[®] and ACT WorkKeys[®] are registered trademarks of ACT, Inc.

ASVAB (Armed Services Vocational Aptitude Battery) is a registered trademark of the United States Military Entrance Processing Command.

GED[®] is a registered trademark of the American Council on Education.



Ask us about **Instructional Services**

Provide your students in grades 6–12 with more flexible ways to learn, with over 200 standards-aligned courses taught by highly qualified, state-certified virtual instructors.

Edgenuity's Commitment to Diversity, Equity, and Inclusion

All students deserve a high-quality educational experience that reflects their lived experiences and helps them learn about and empathize with others. We are dedicated to reviewing our existing content regularly, adding new lessons, and building new partnerships to deliver a robust and diverse curriculum that is free from bias.

Learn more about our commitment to DEI in our curriculum here:

<https://www.edgenuity.com/about-edgenuity/diversity-equity-and-inclusion-in-edgenuity-curriculum/>



Our ongoing DEI efforts include:

NEW EXPERT DEI ADVISORY BOARD

Members of our DEI board were selected from a variety of backgrounds for their expertise in teacher education, culturally relevant and responsive pedagogy, and multicultural curriculum. We have also engaged specialized consultants to provide ongoing DEI training to our curriculum development team. The purpose of this board is to review and provide feedback on diversity, equity, and inclusion in Edgenuity curriculum, including instructional artifacts like scope and sequence documents for new courses, lesson plans and outlines, and videos. For a complete list of Board members, please visit <https://www.edgenuity.com/about-edgenuity/diversity-equity-and-inclusion-in-edgenuity-curriculum/>.

DIVERSIFYING CURRICULUM CONTENT

For the 2020-21 school year, we released five U.S. History activities highlighting the experiences of LGBTQ Americans. We have also published new lessons in our social and emotional learning content library, including Understanding Culture and Diversity, LGBTQ, Equity, and Anti-Racism.

In preparation for the 2021-22 school year, we will be releasing 10 new U.S. History activities to highlight the voices of Black, Latinx, and Indigenous peoples. We are also releasing a new one-semester elective for middle- and early high-school students called Civics and Citizenship. This course will feature a strong DEI lens as students examine what it means to be an engaged and responsible citizen.

ANTI-RACISM CURRICULUM

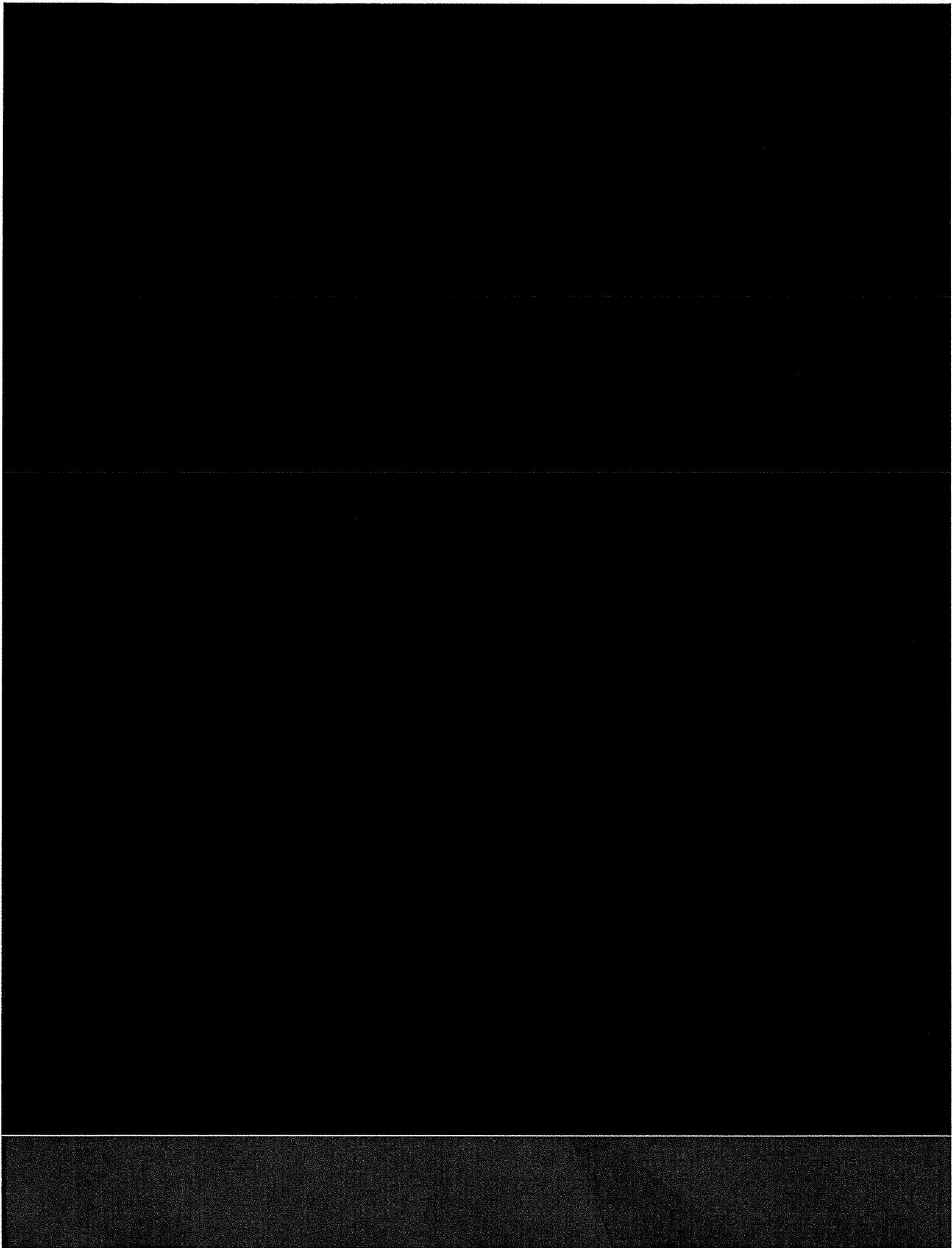
We have partnered with Point Made Learning to offer *Look Deeper: Race*, a three-hour digital learning experience built around the documentary "I'm Not Racist... Am I?" This 6–12 curriculum, with an accompanying facilitator course, guides students through examination, conversation, and reflection around systemic racism in the United States as it follows real students grappling with complex issues.

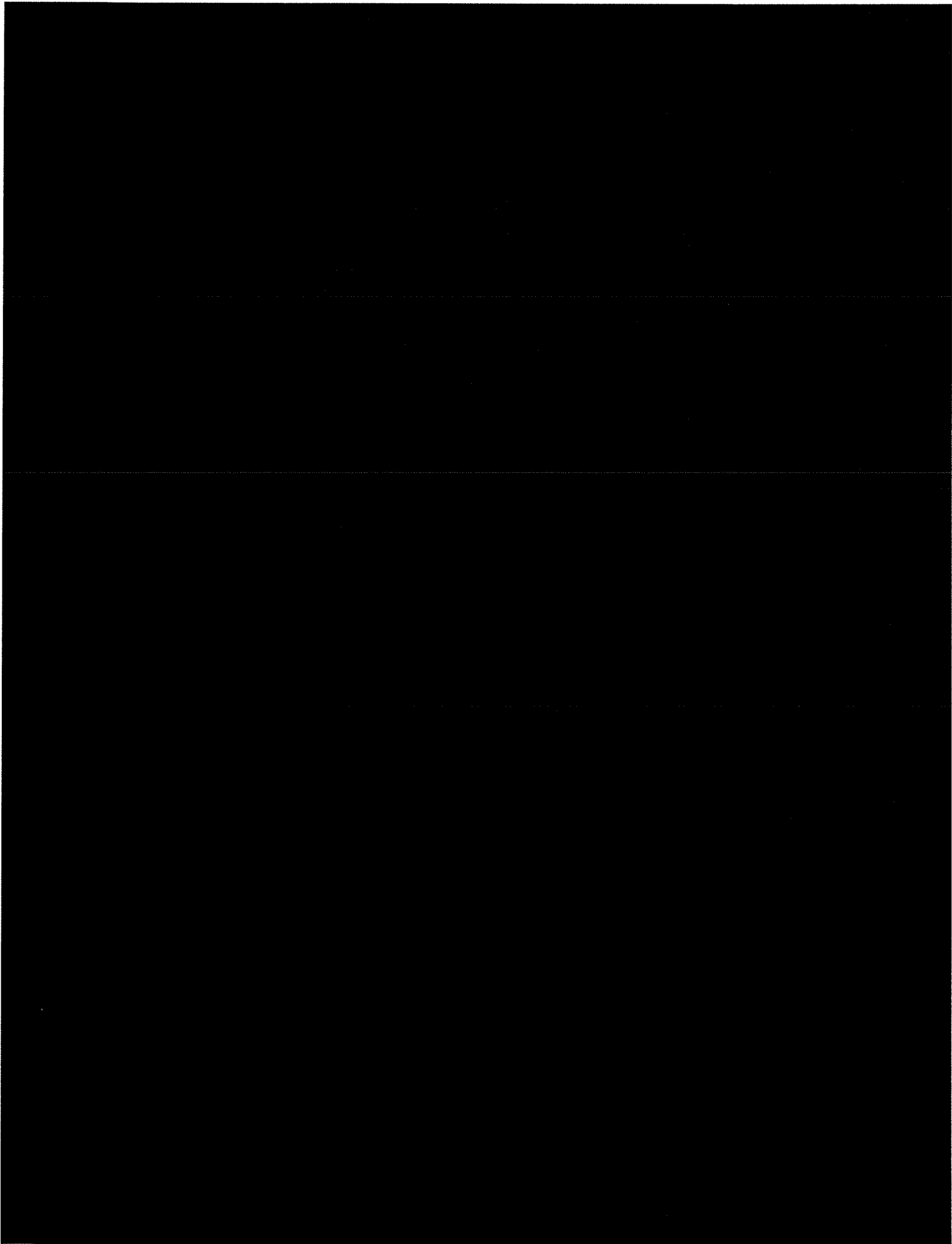
CULTURALLY RESPONSIVE REVIEW

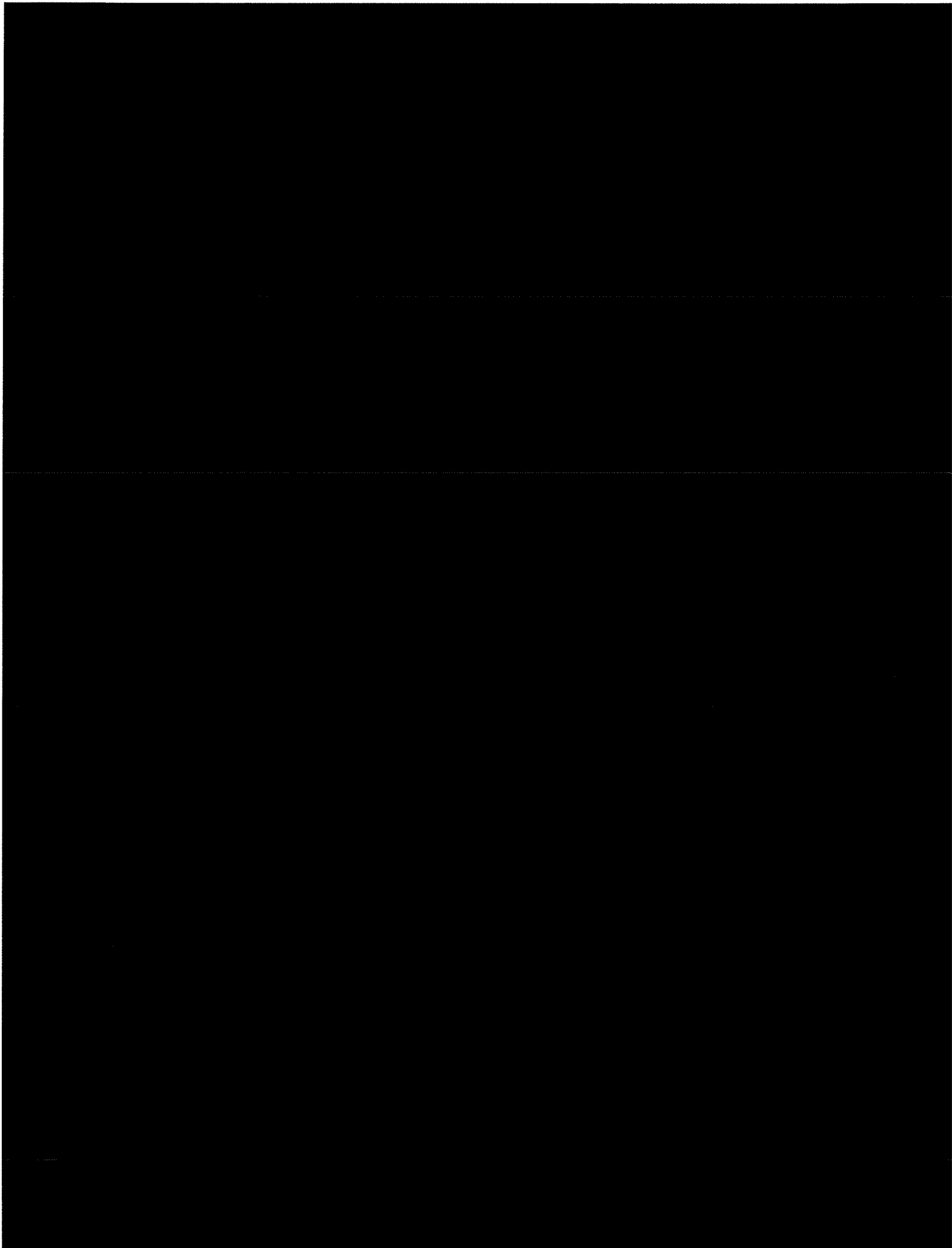
We have partnered with Westchester Education Services to audit our content to ensure we are meeting the highest standards of culturally responsive educational curriculum. Based on their feedback, we have already updated hundreds of instances of language and imagery, as well as wholesale revisions of full lessons.

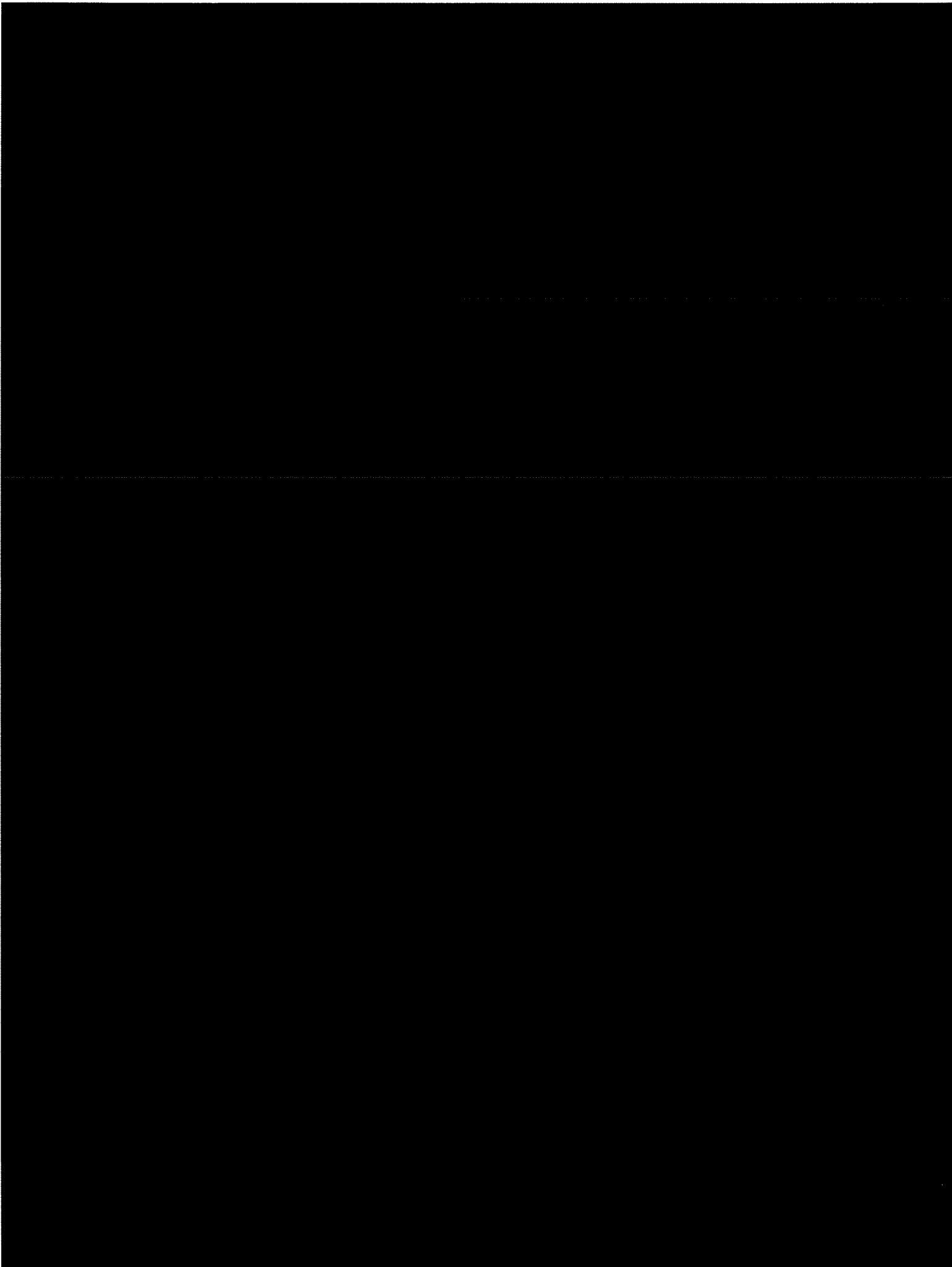


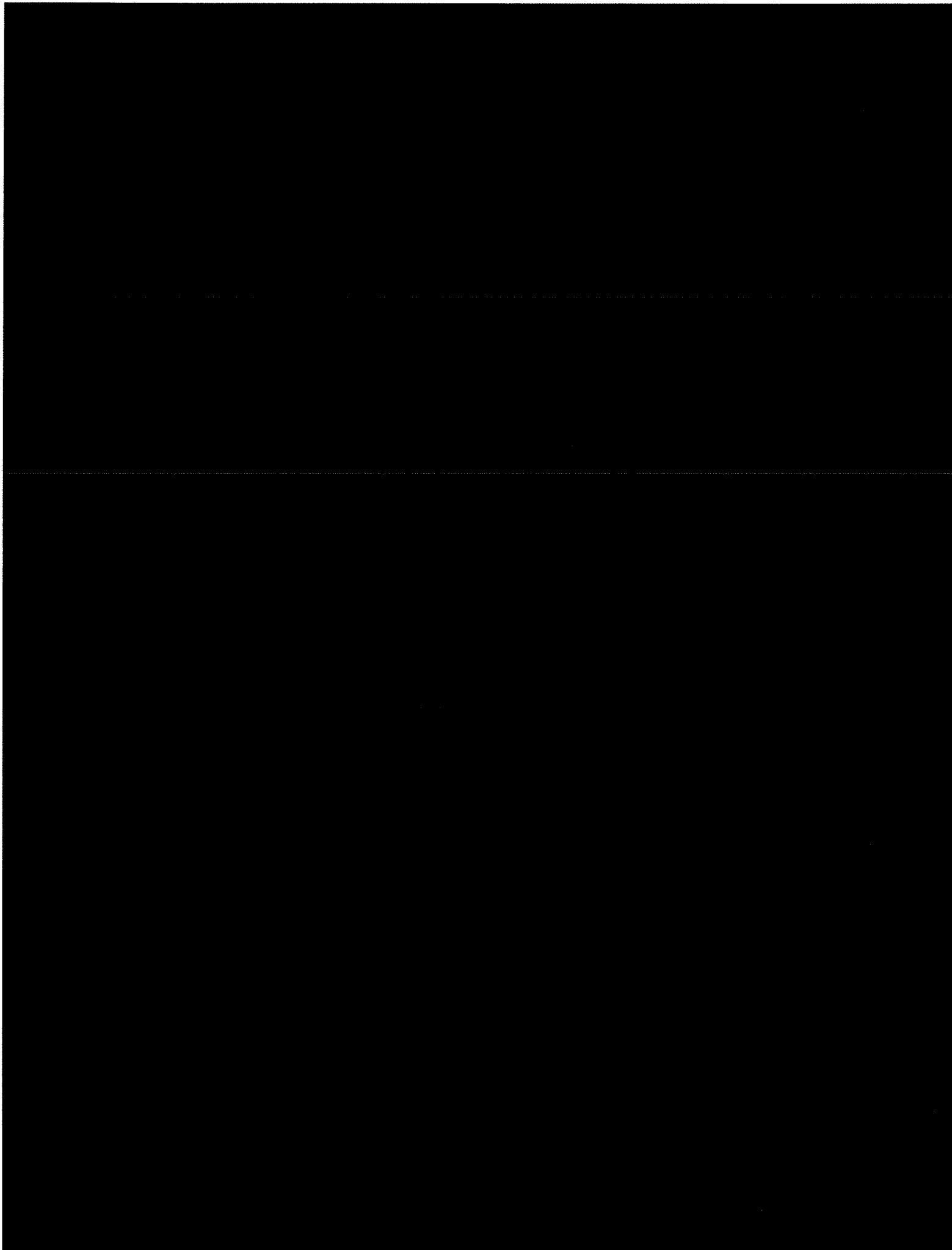
APPENDIX B: QUICK PREVIEW GUIDE

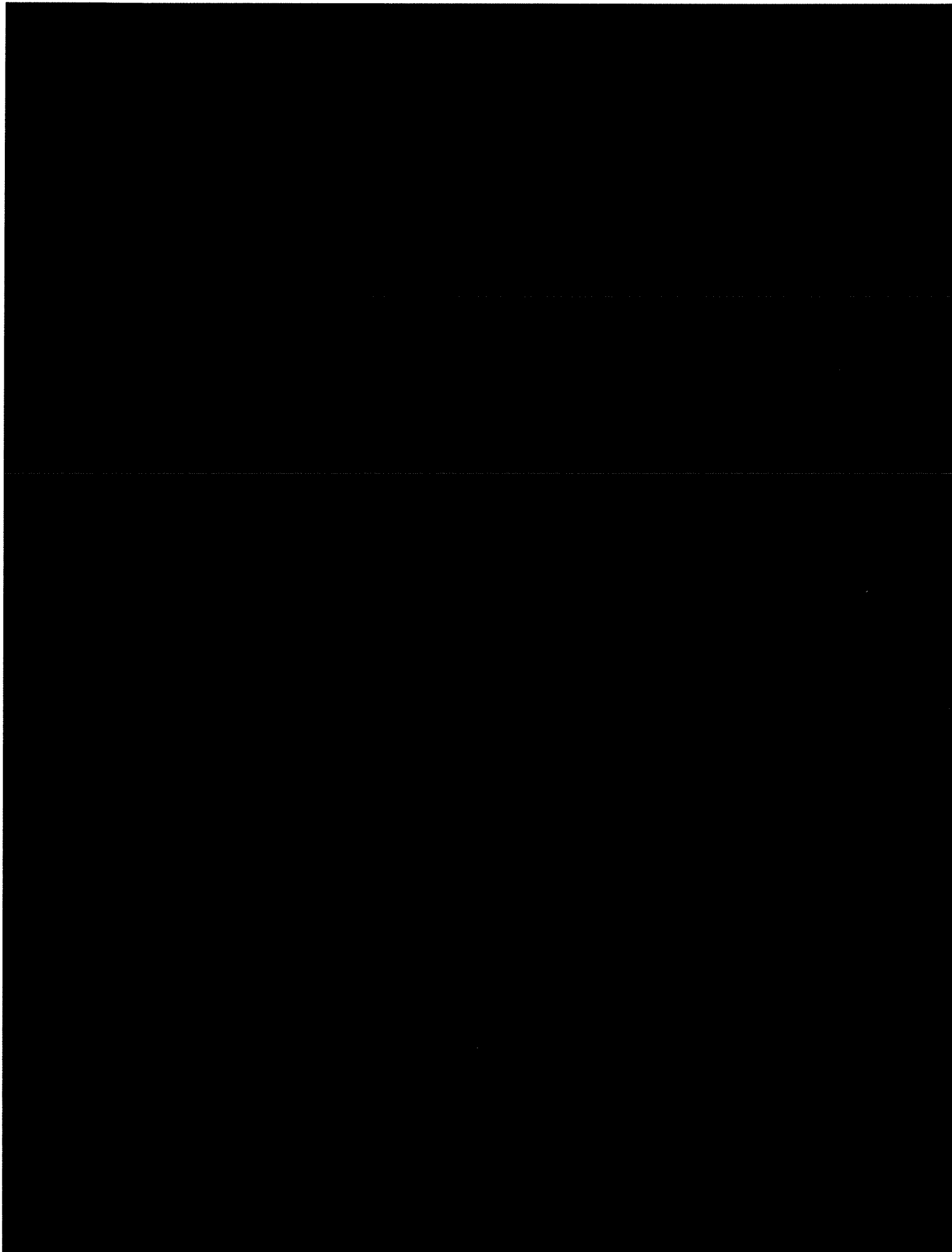


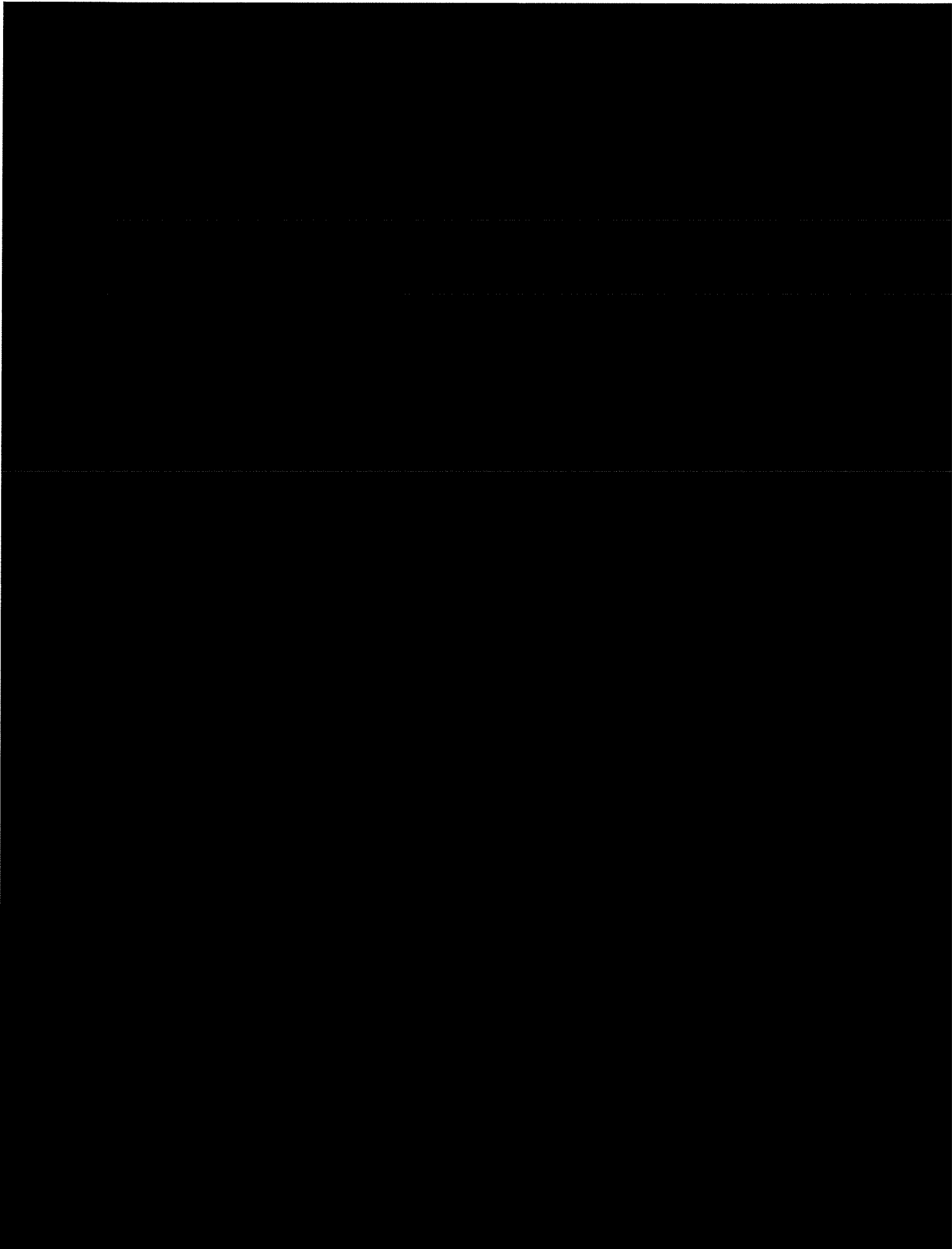


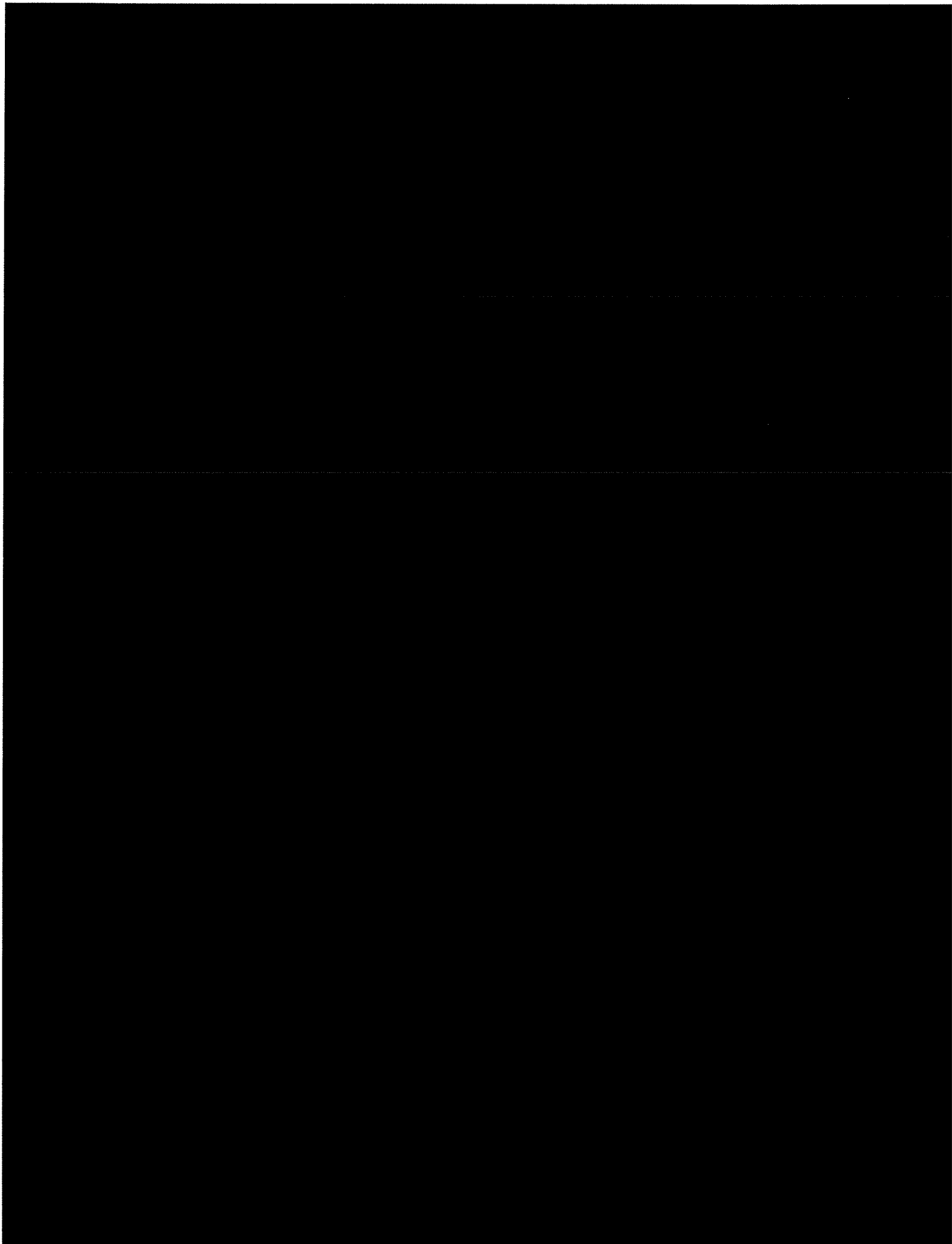


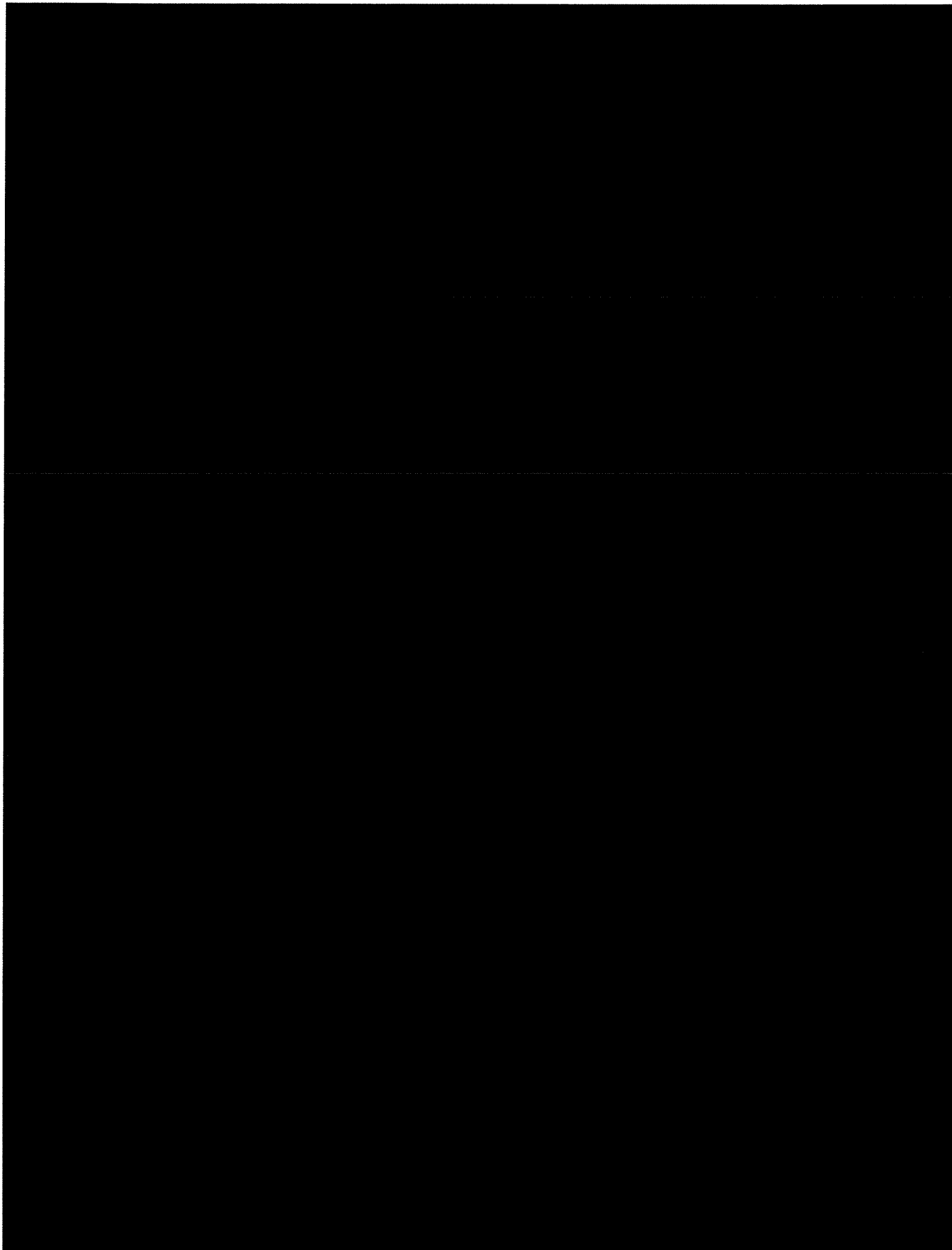






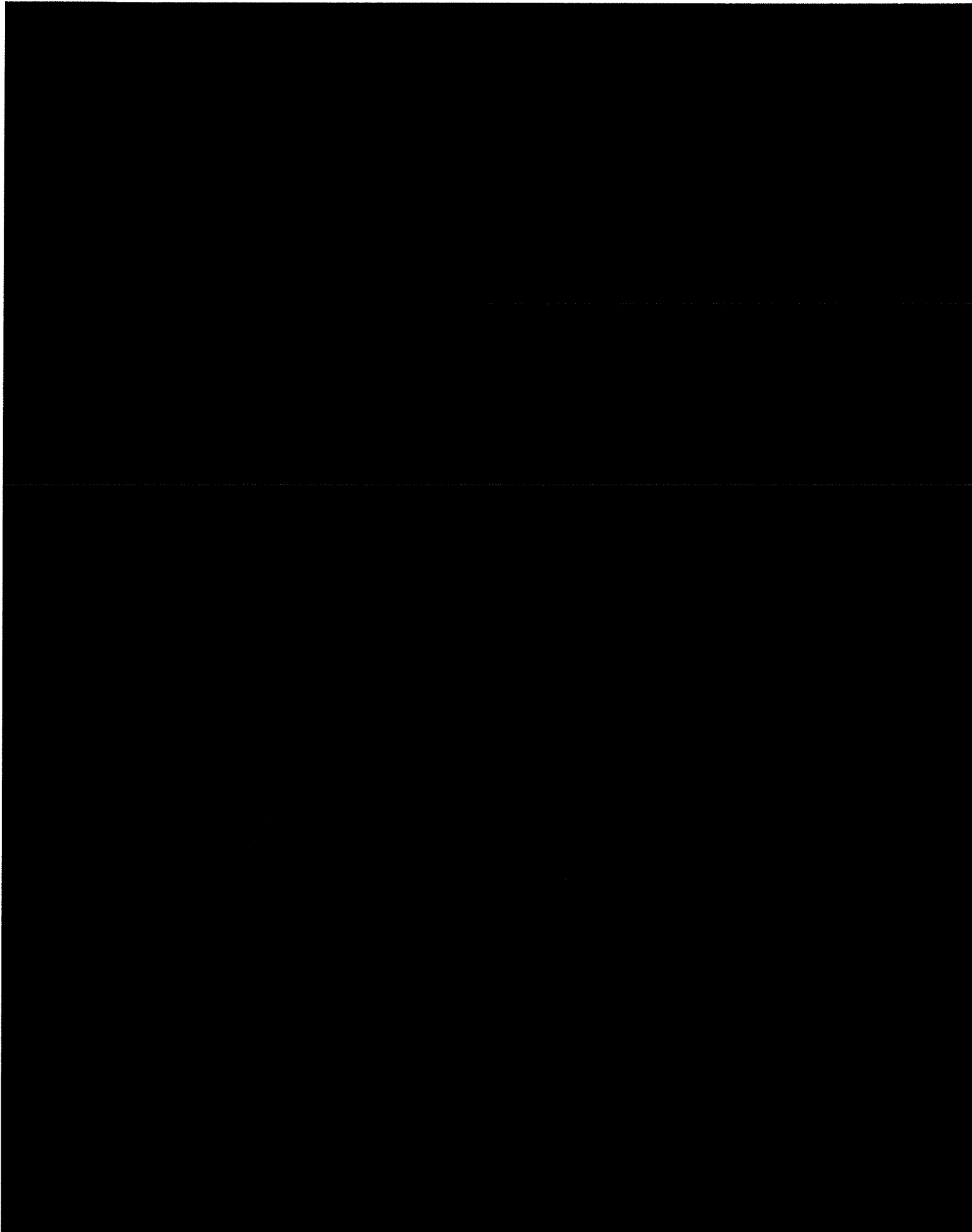


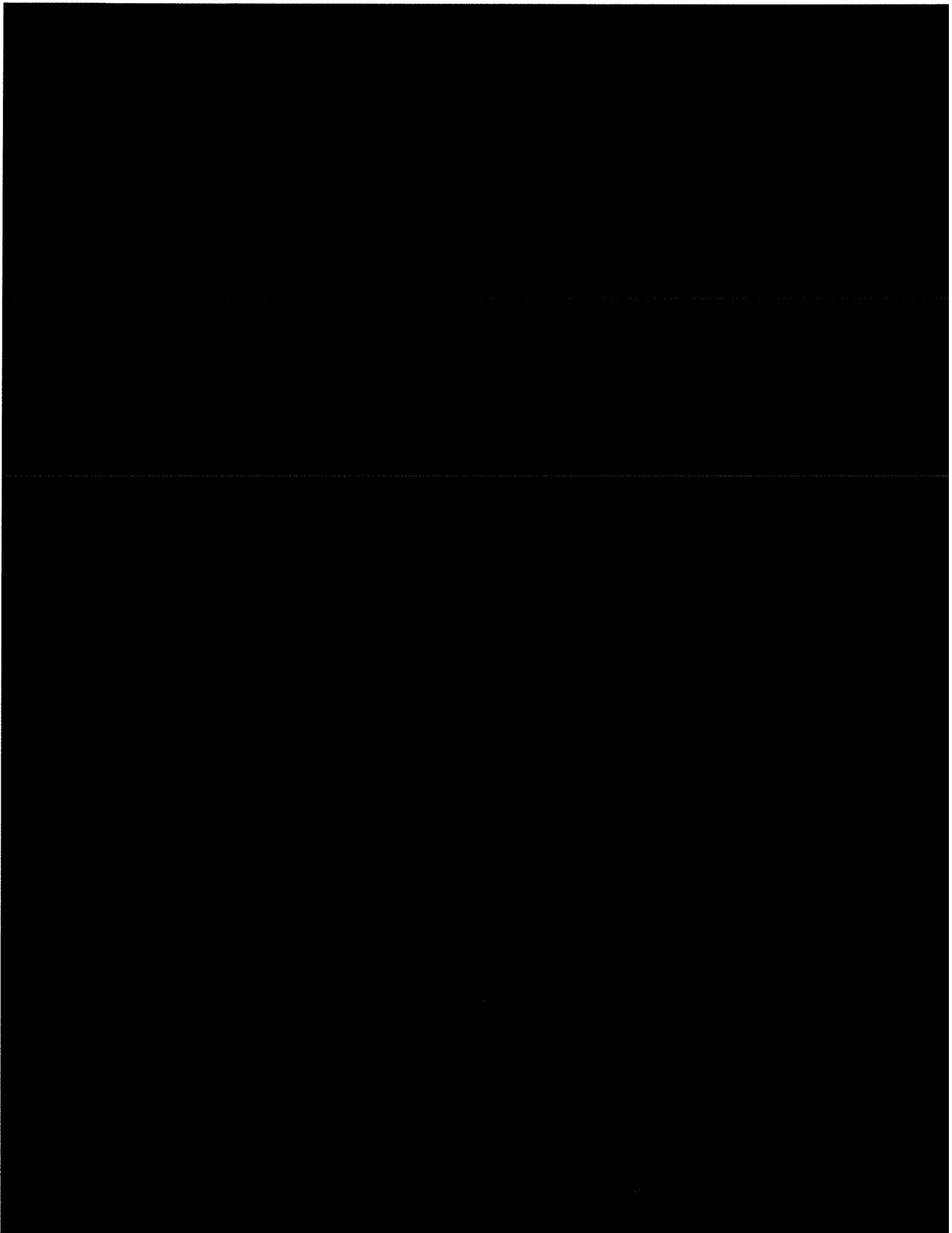


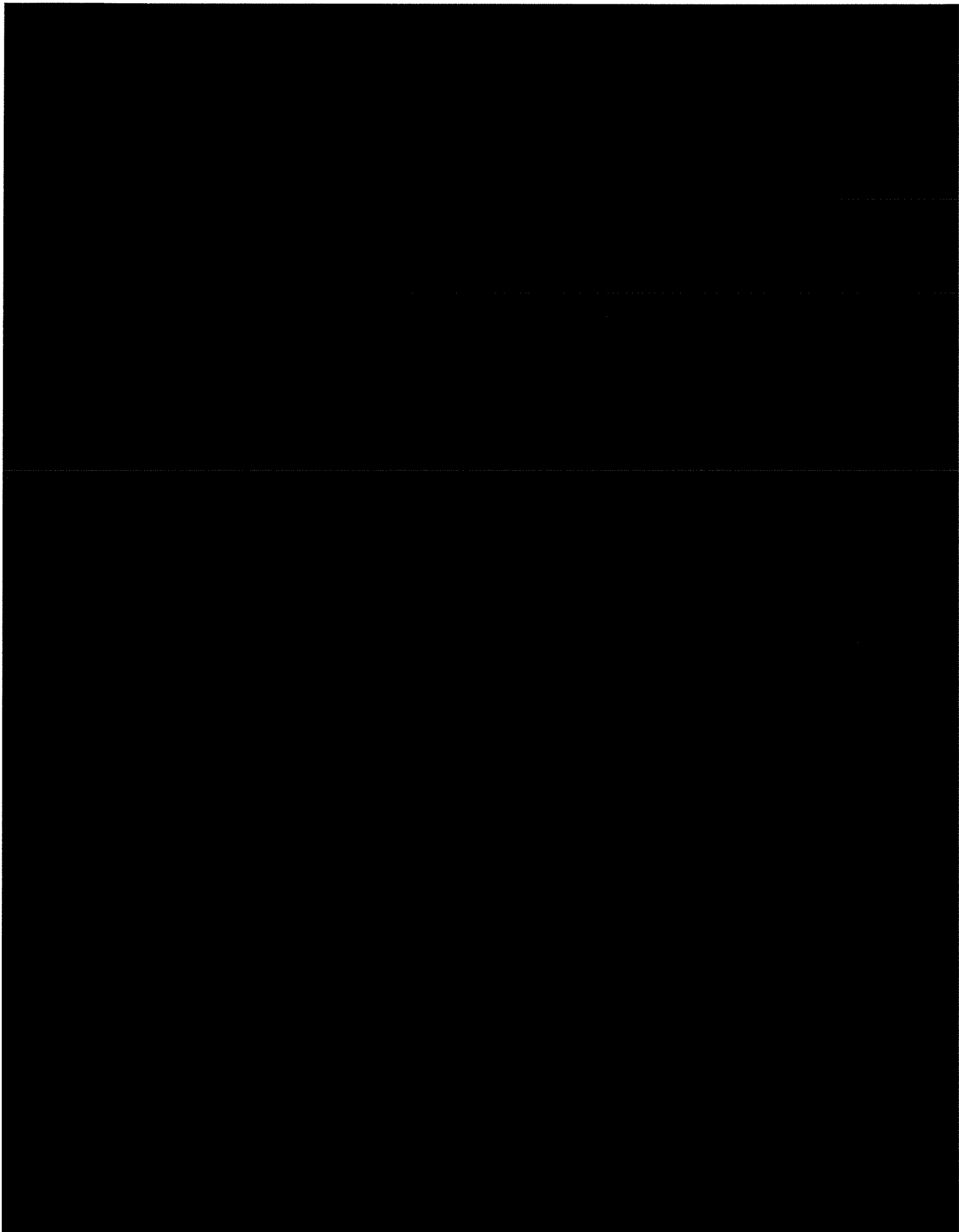


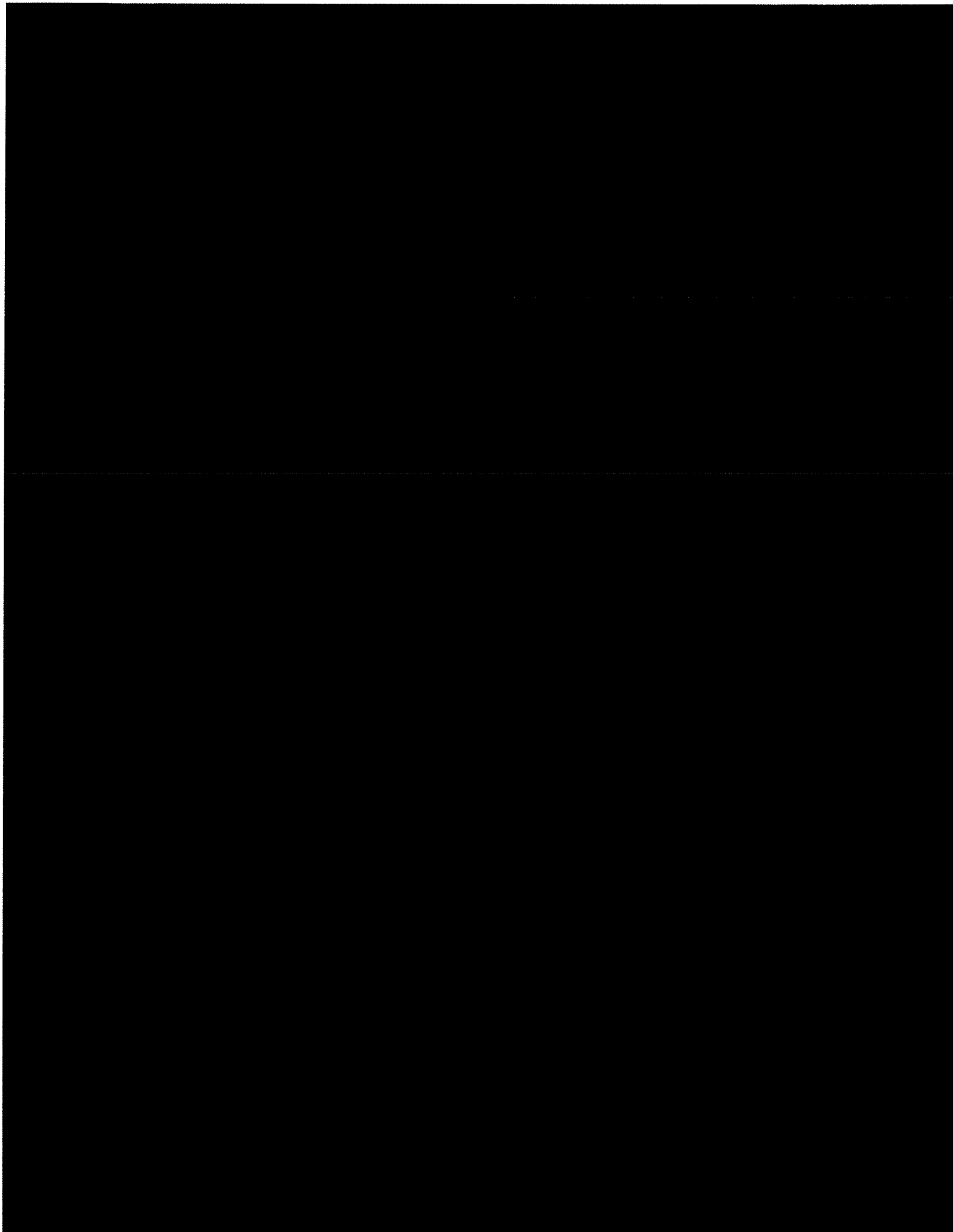


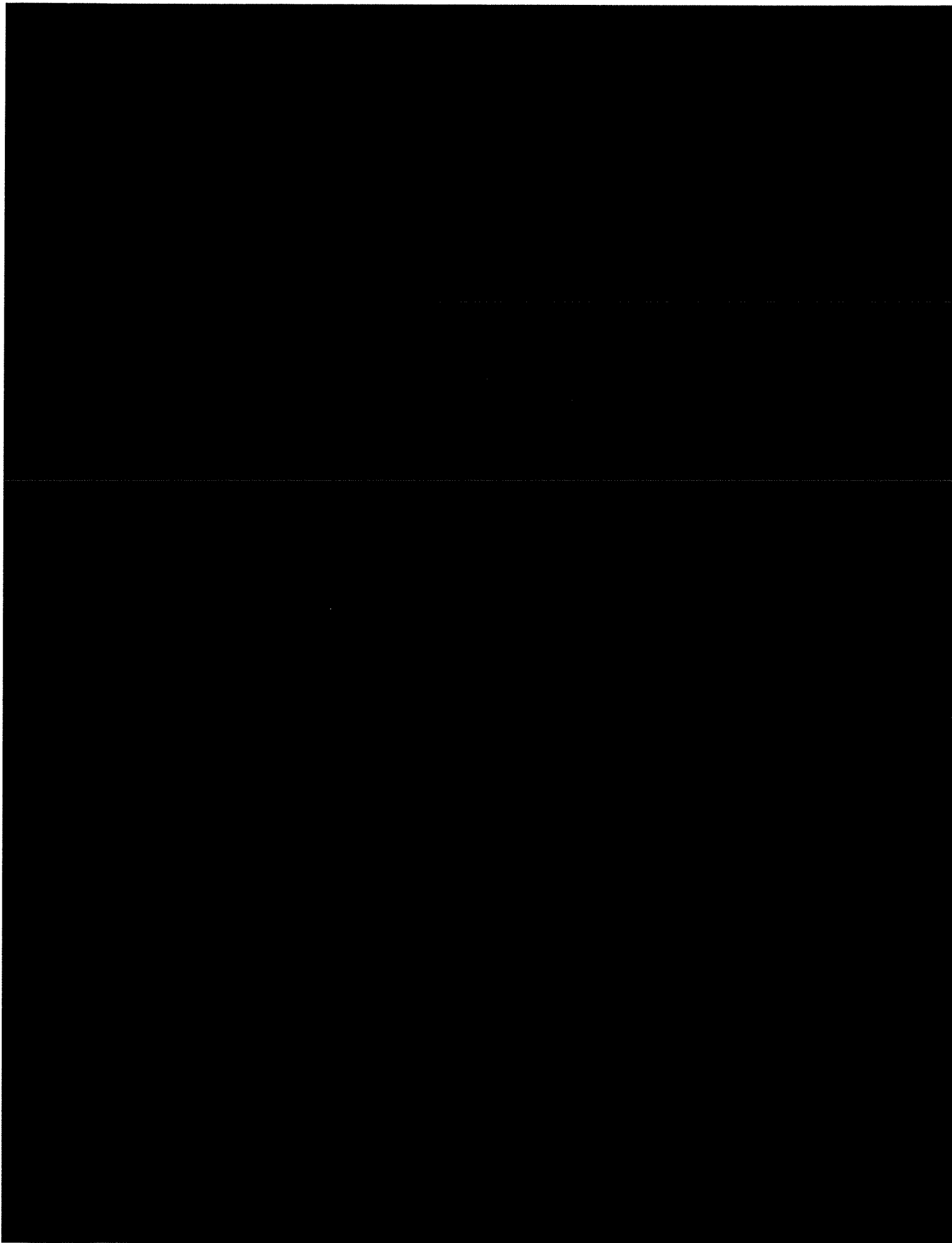
APPENDIX C: CONFIDENTIAL RESUMES

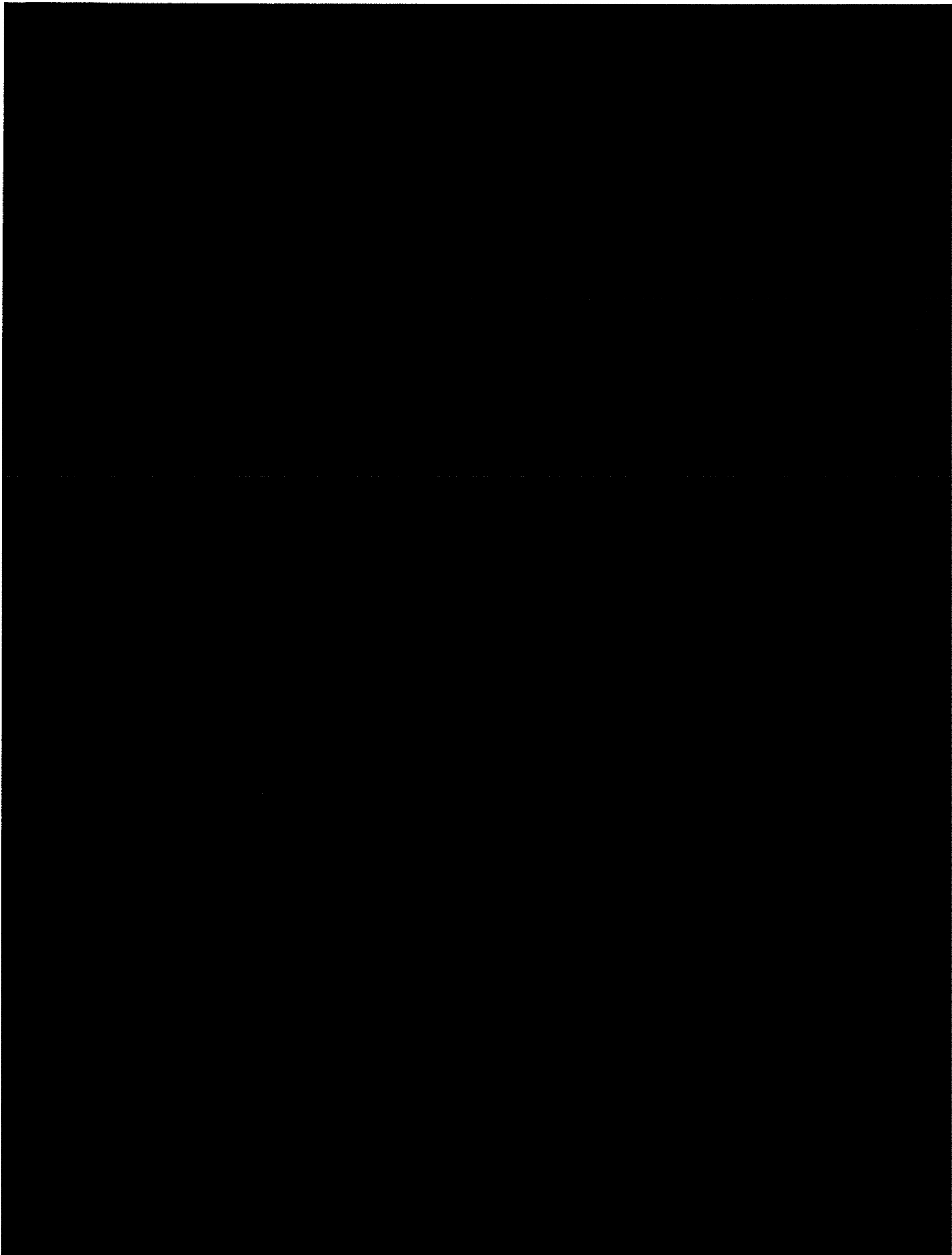


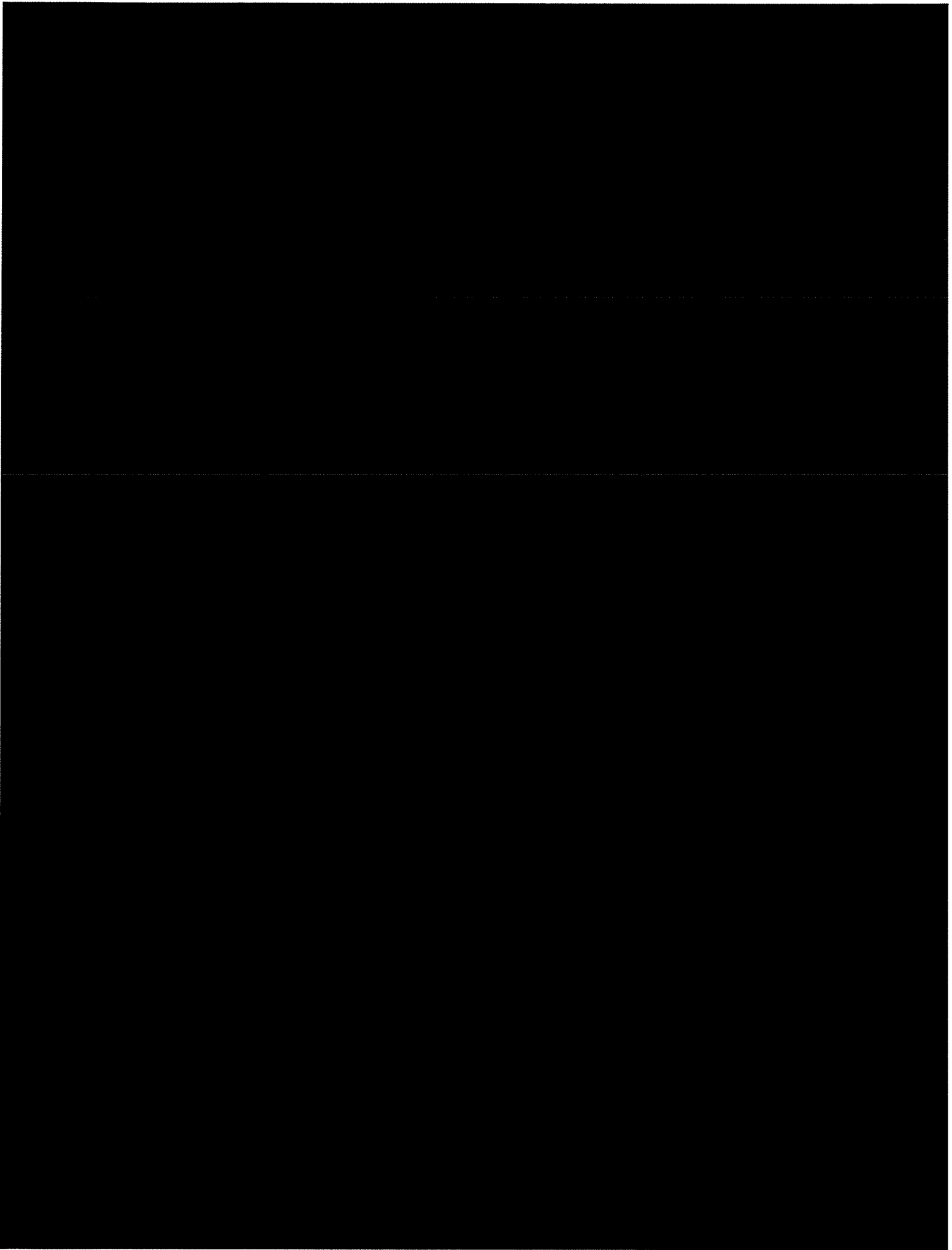


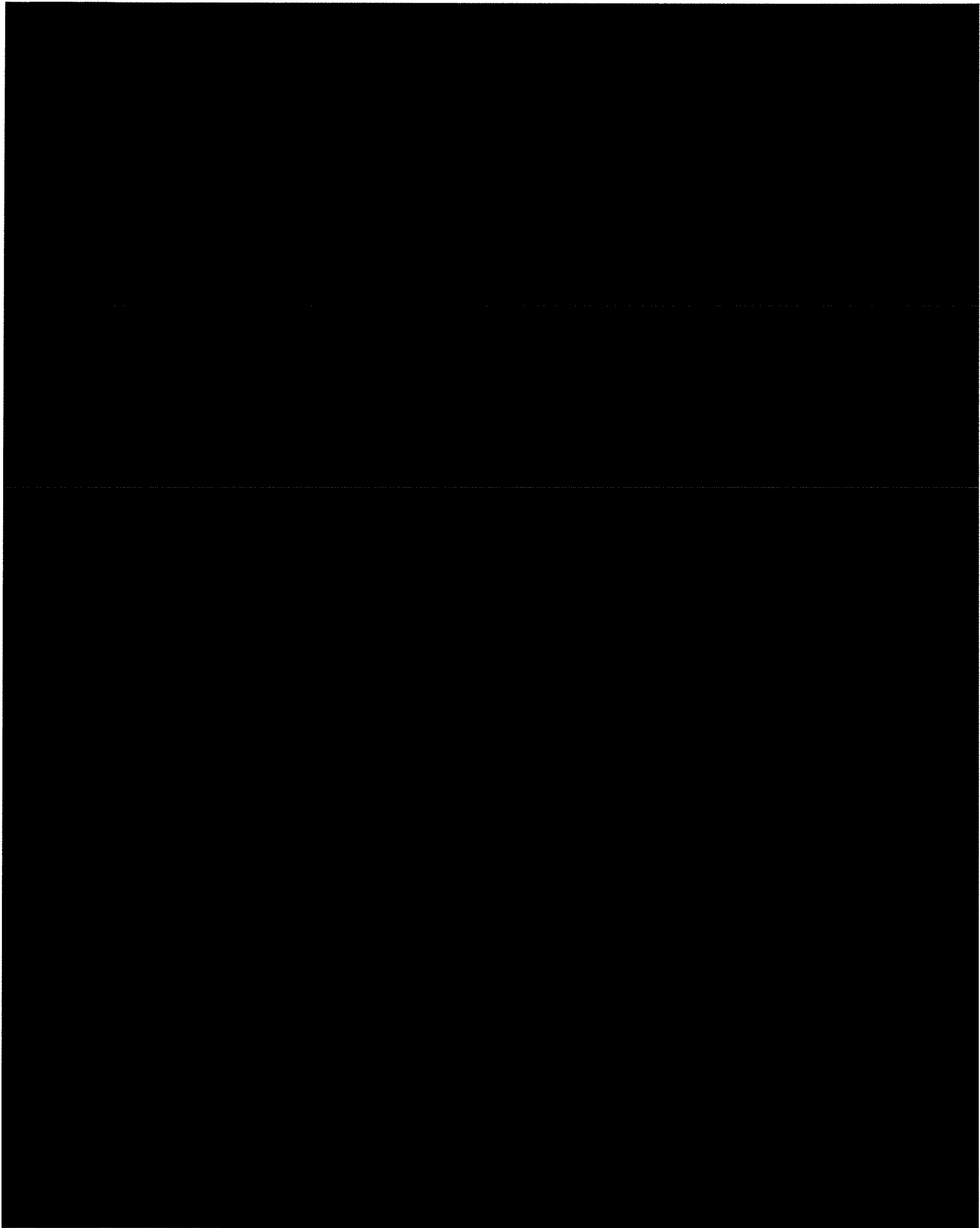


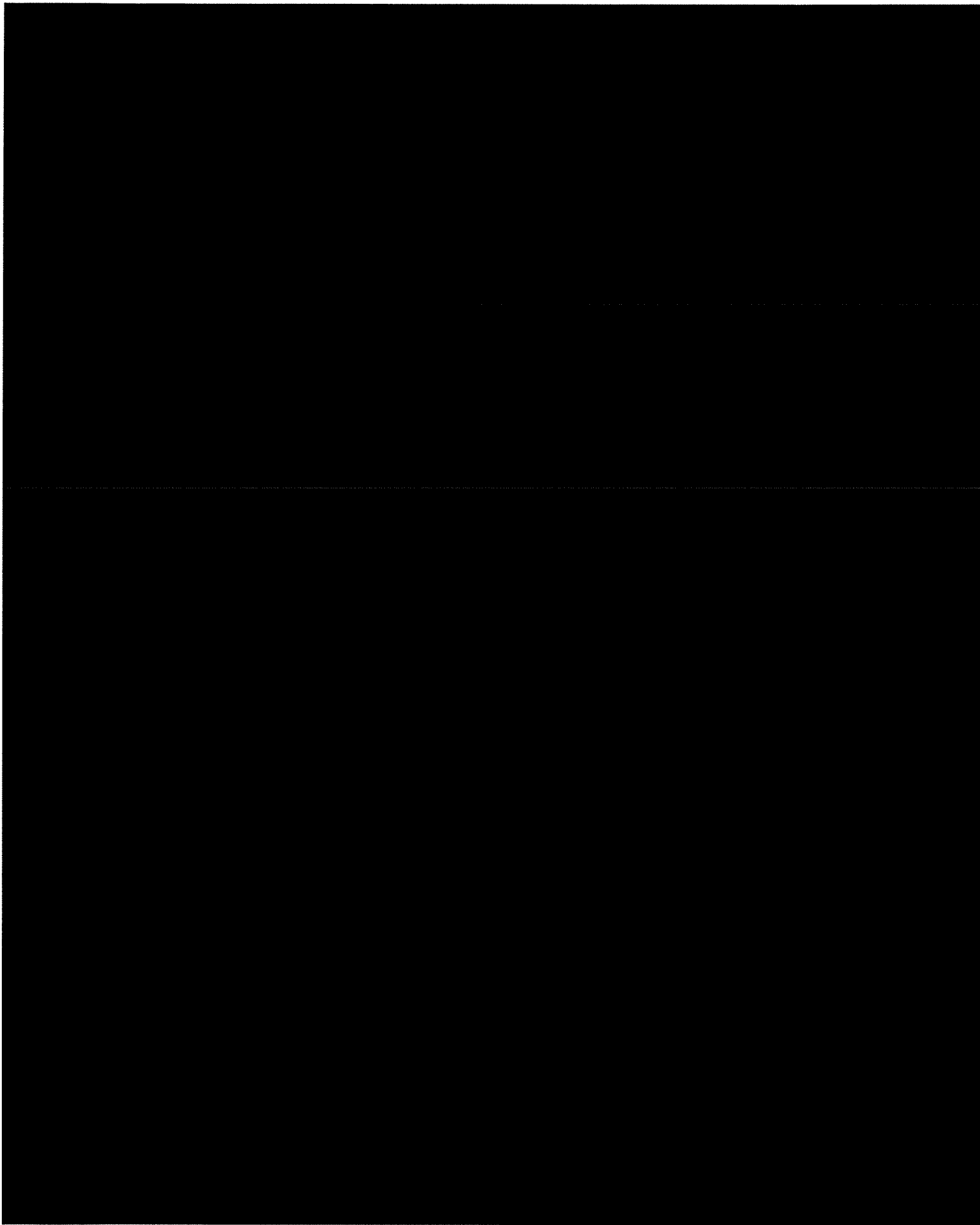


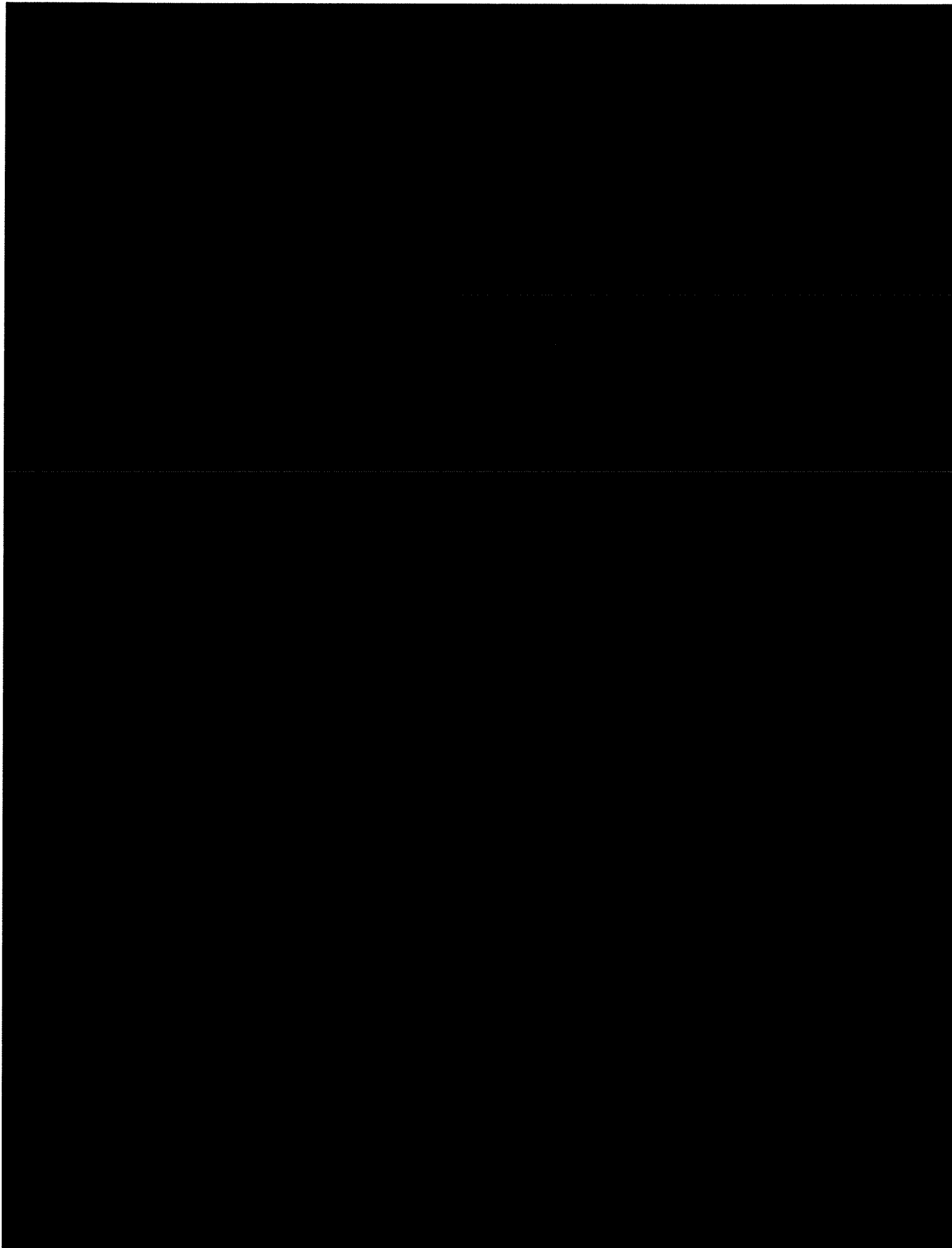


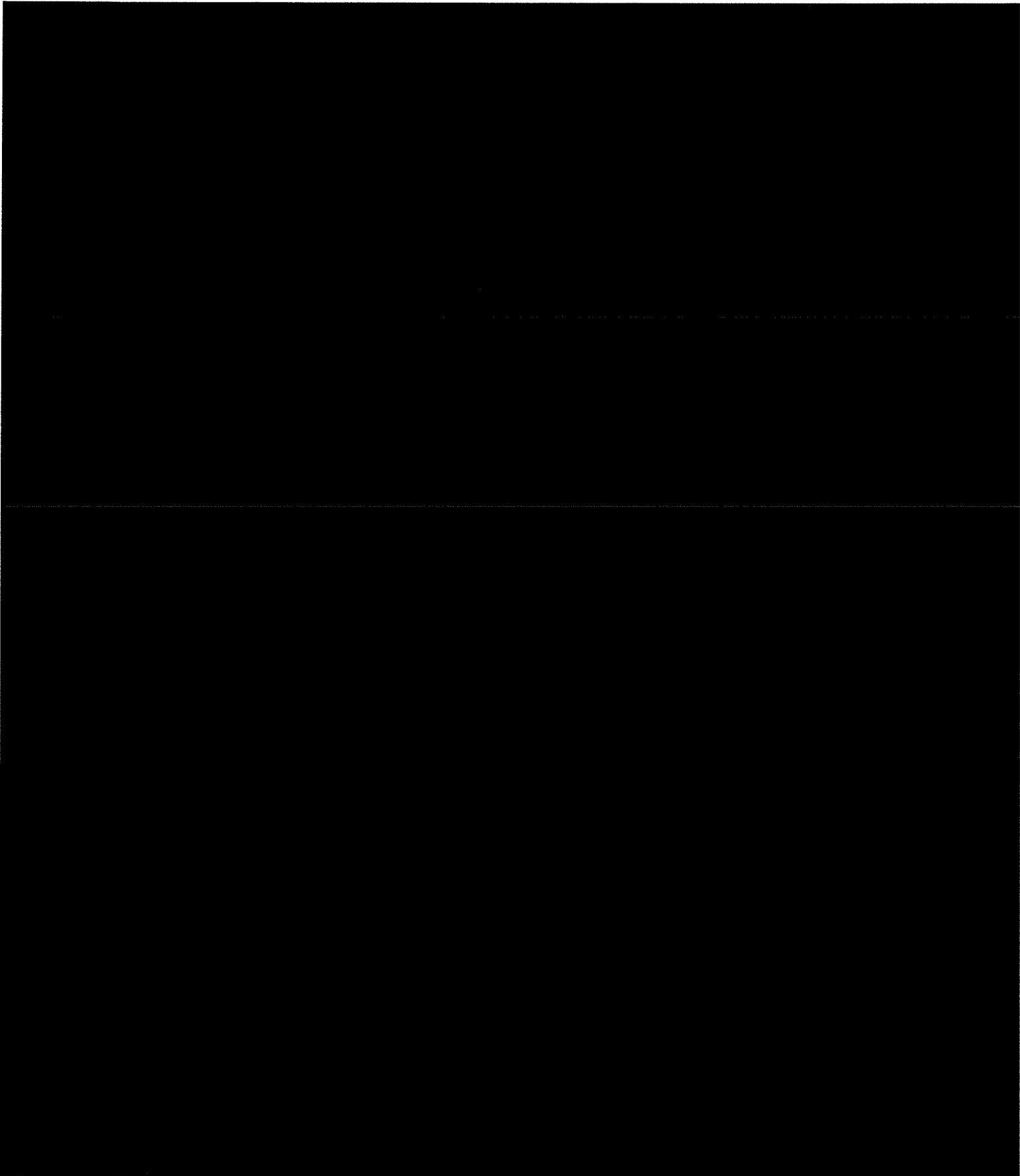


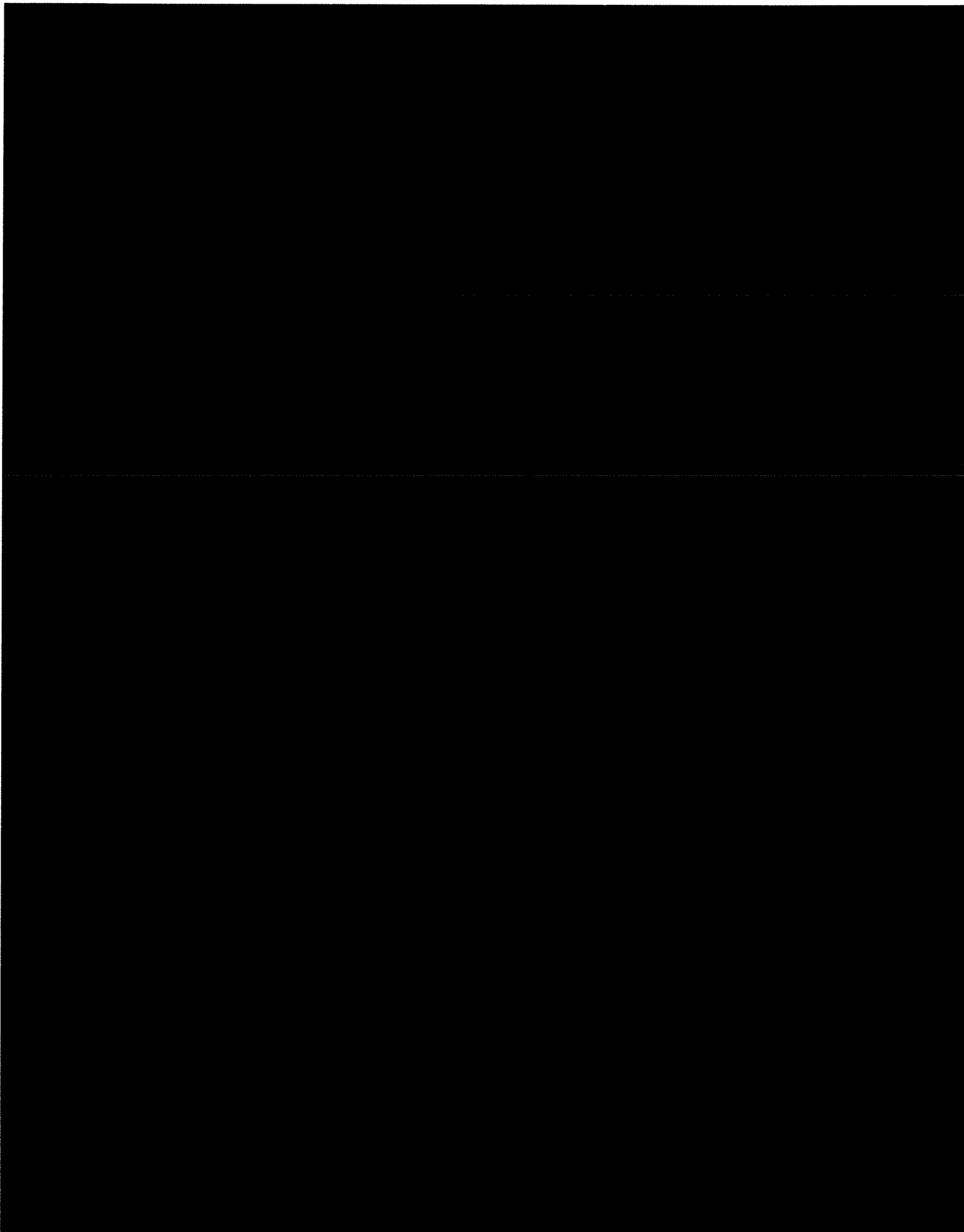


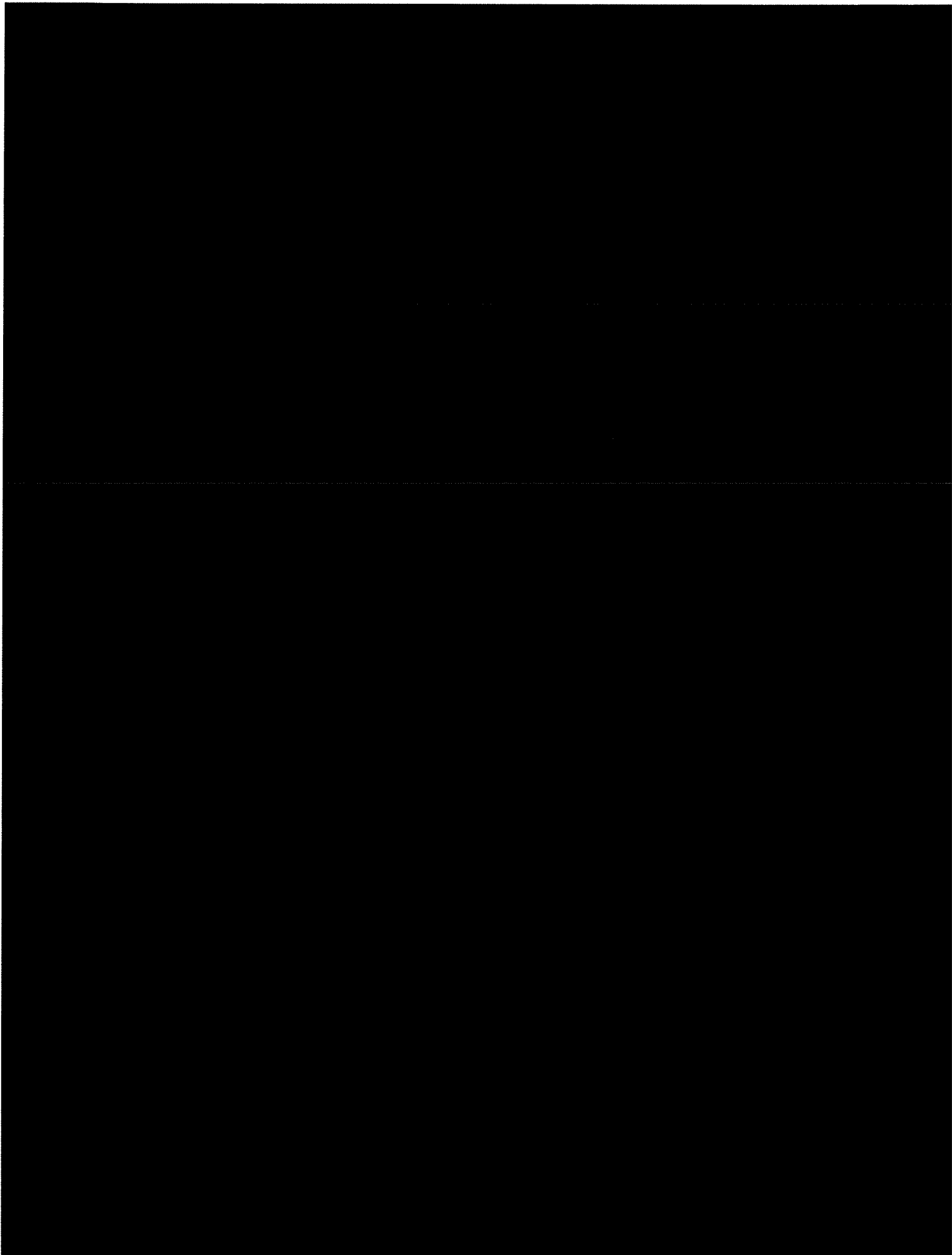


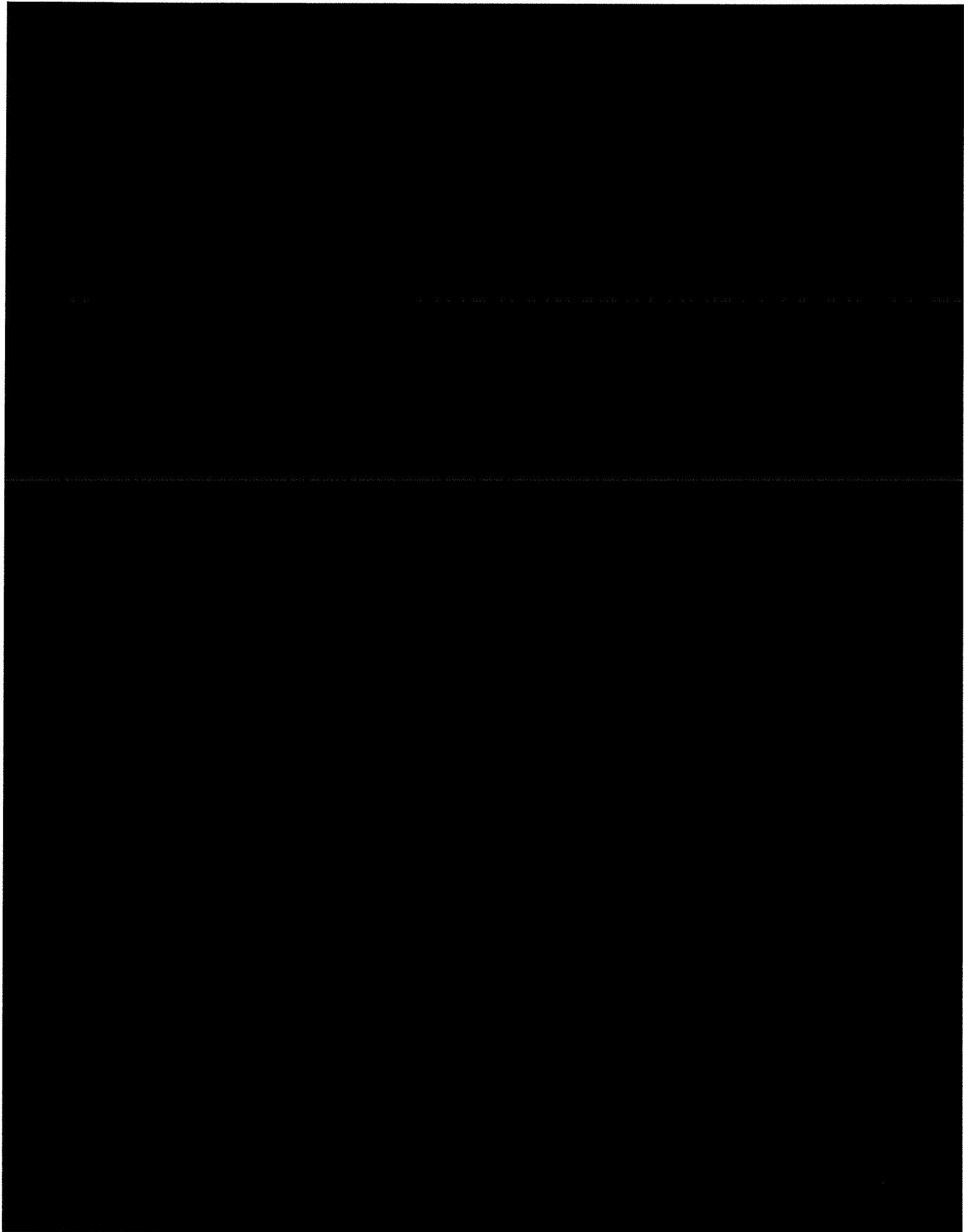


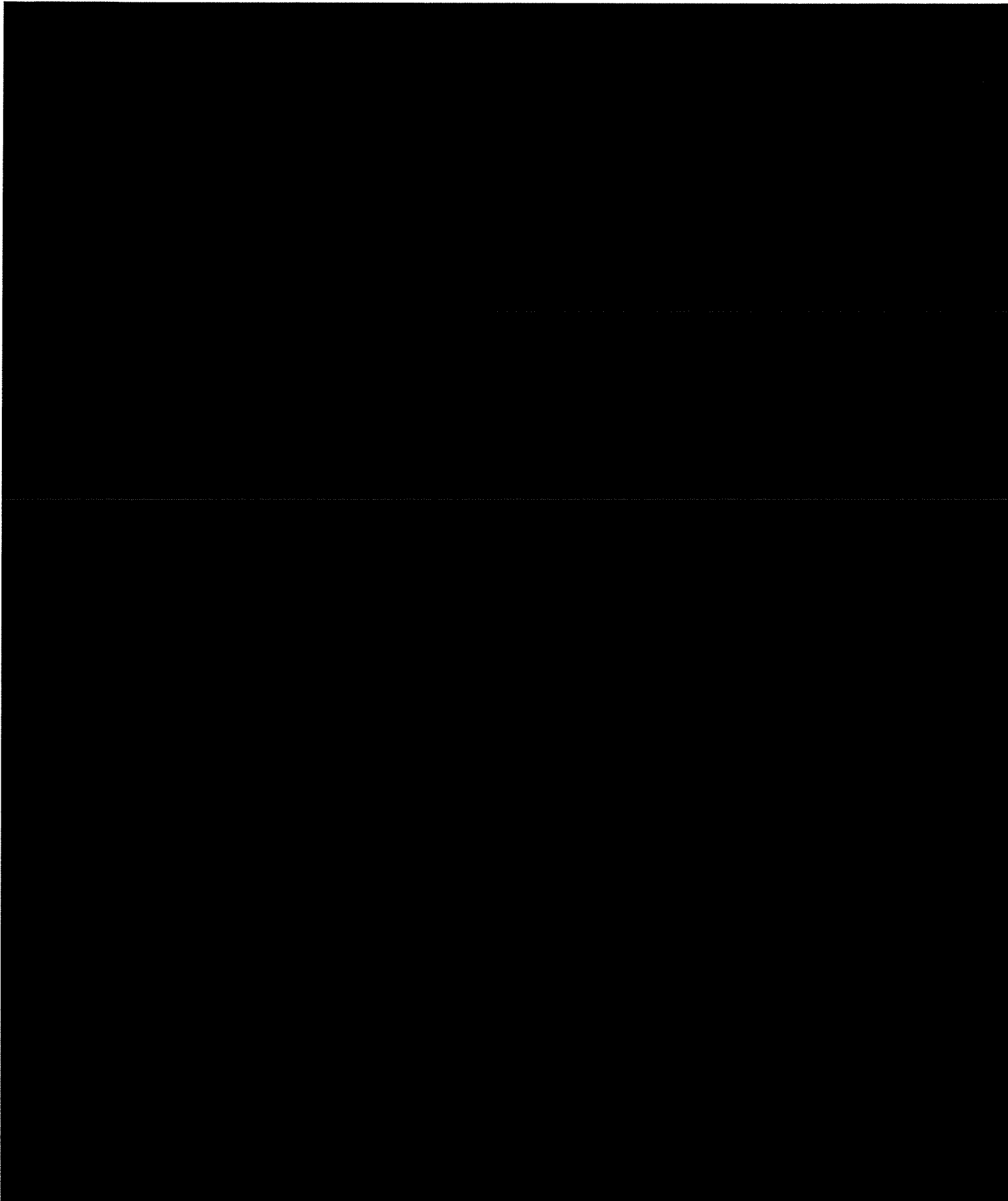






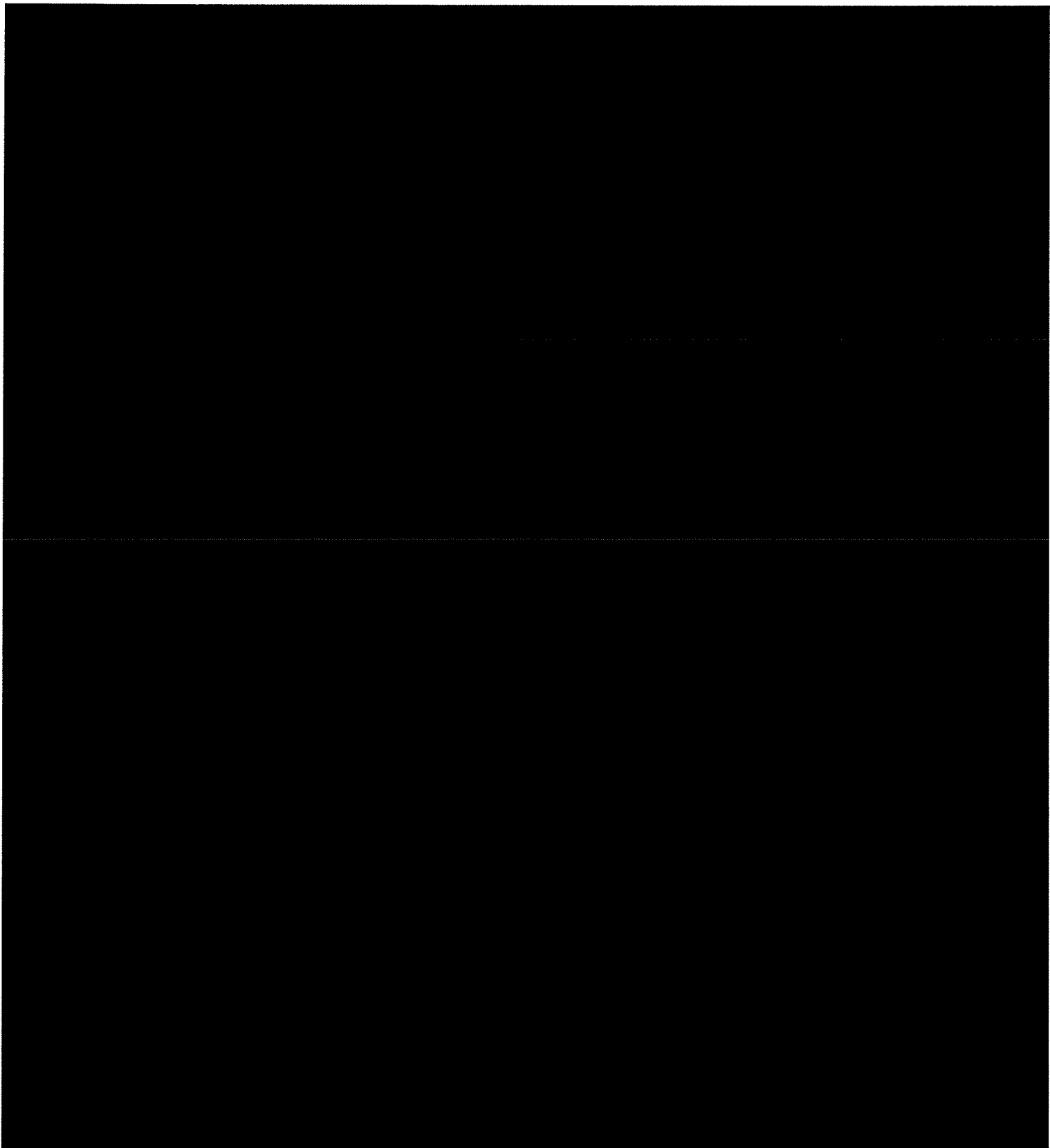


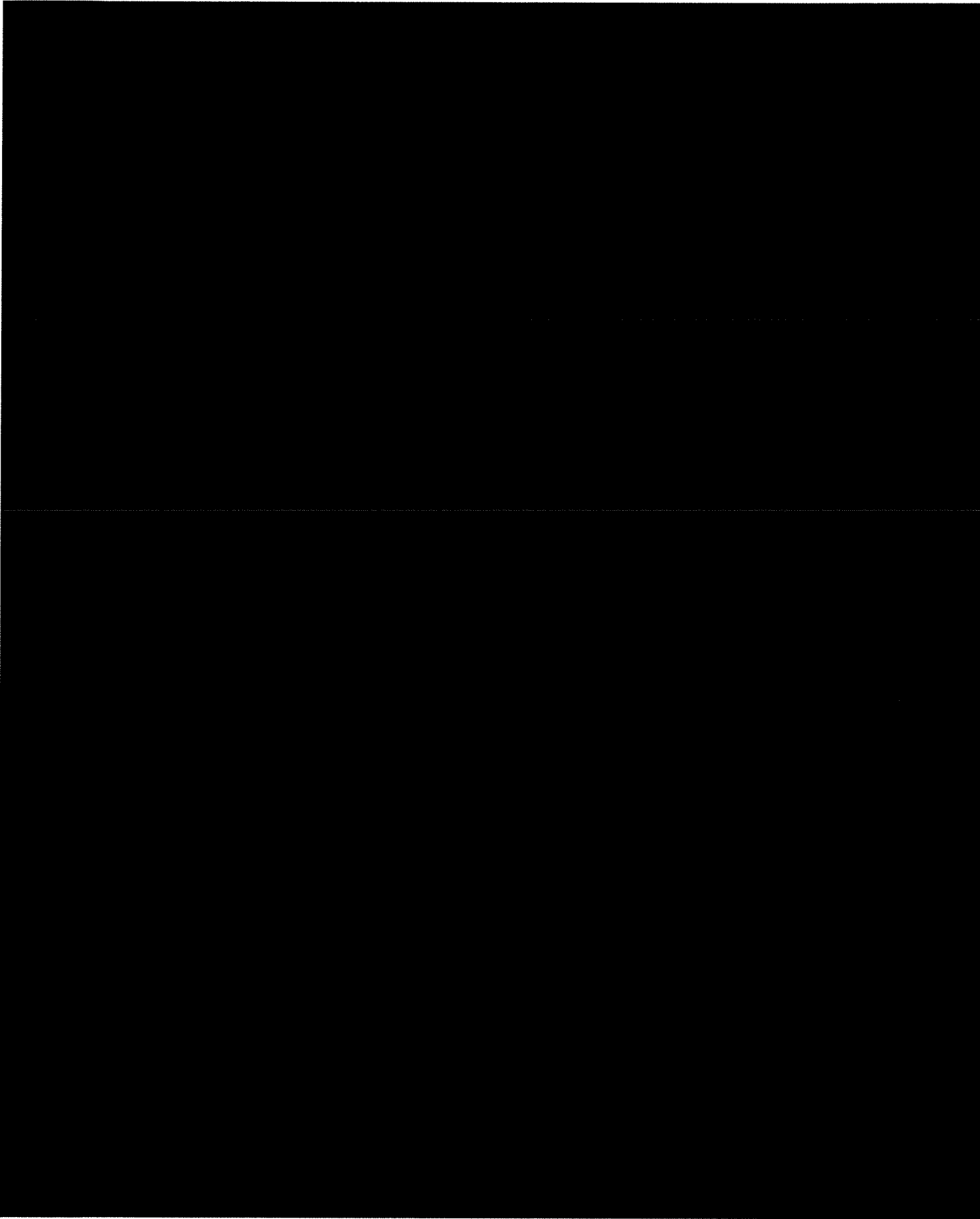


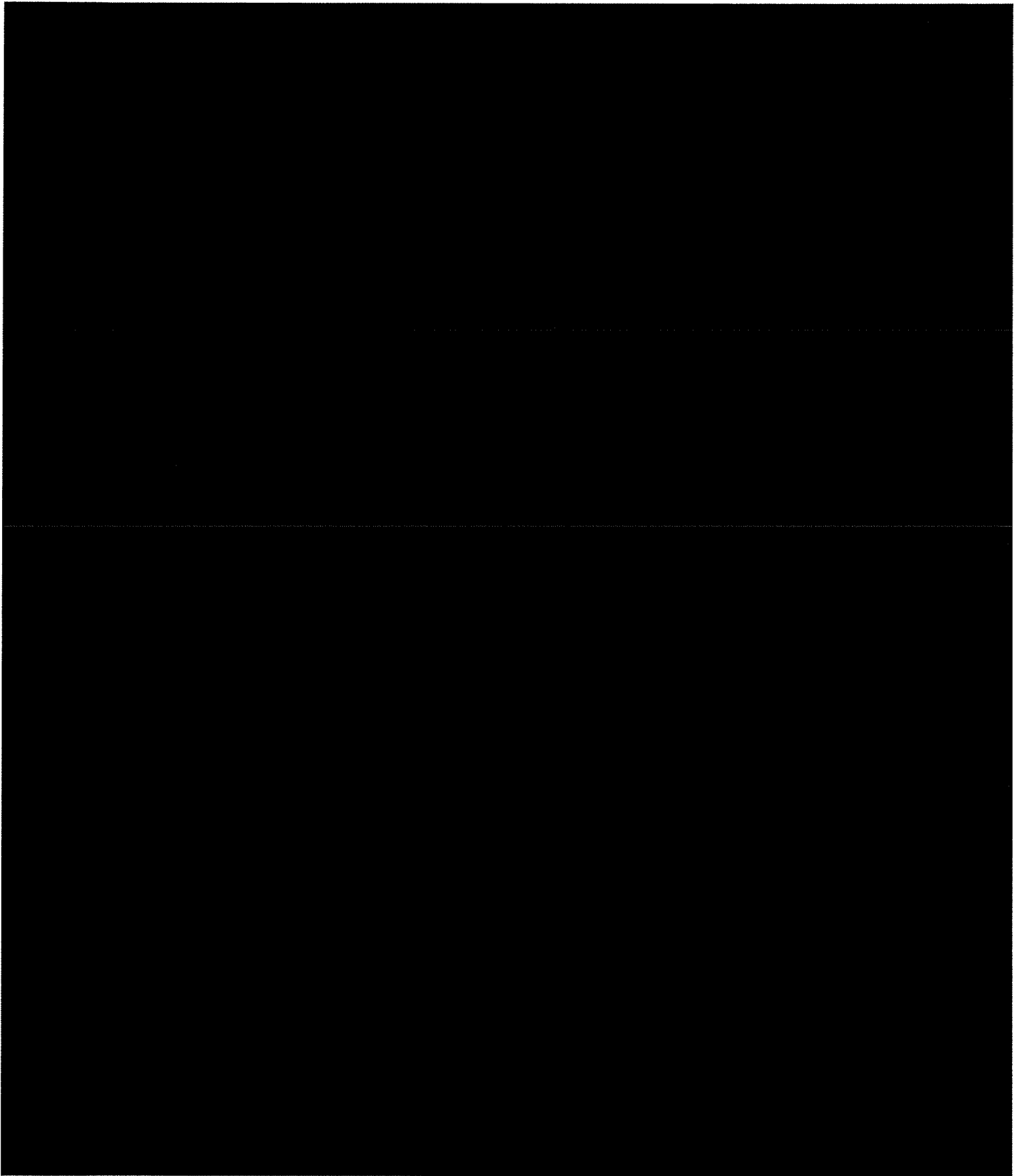


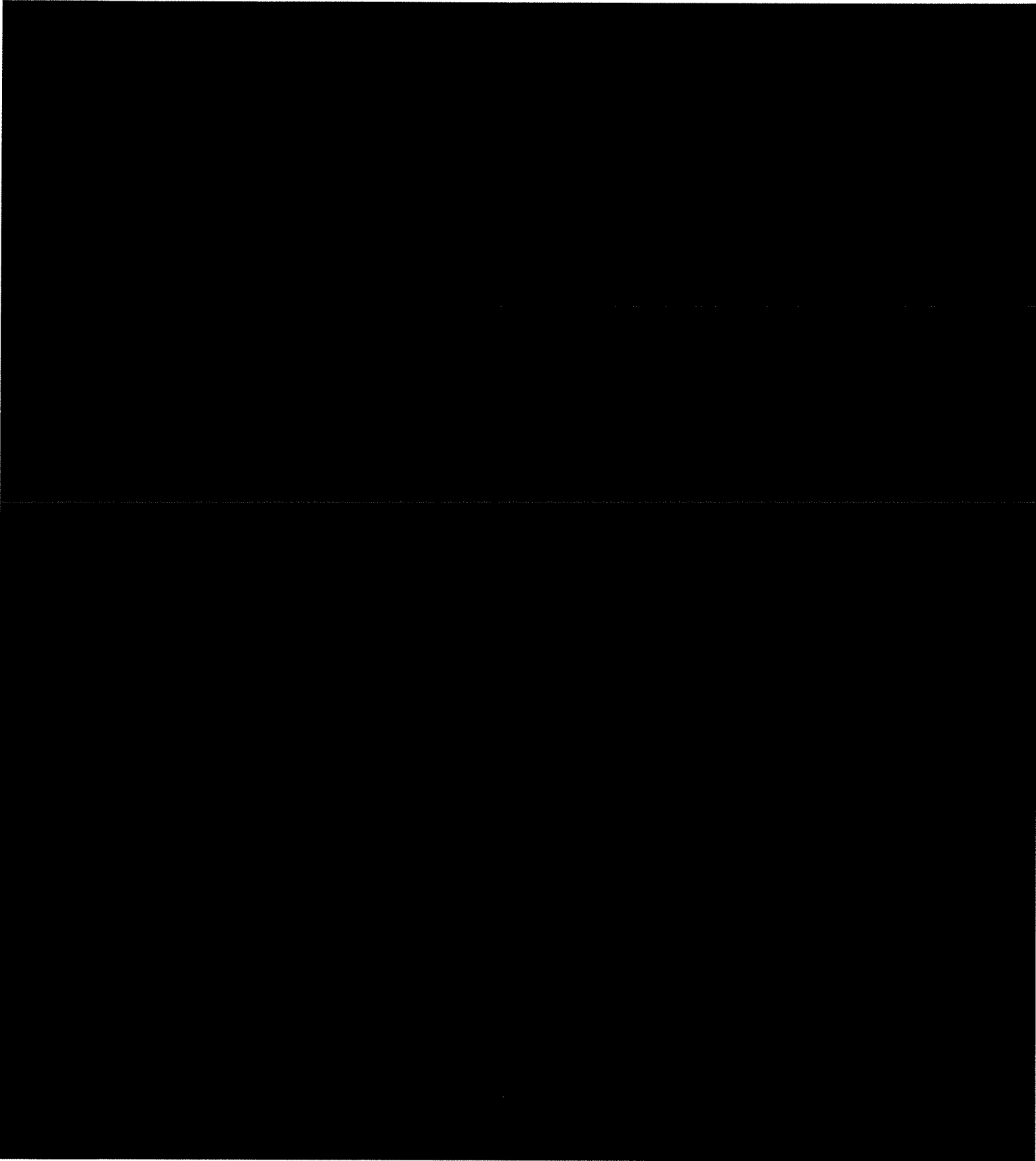


APPENDIX D: CONFIDENTIAL AUDITED FINANCIAL STATEMENTS











APPENDIX E: PROFESSIONAL DEVELOPMENT CATALOG



Edgenuity Professional Development Catalog

Edgenuity Professional Development



Educators who attend Edgenuity’s professional development sessions are more likely to implement with fidelity and positively impact student achievement.

PERSONALIZED PROFESSIONAL DEVELOPMENT

With flexible delivery options, leveled learning, and sessions targeted to your needs, our experienced professional development team will provide the support you need to set your implementation up for success throughout the year.

Our team will partner with you to build a professional development plan based on your schedule and aligned to your goals. Sessions are tailored to reach users with differing levels of experience and are targeted specifically to the needs of educators and instructional leaders.

OUR SESSIONS FOCUS ON:



PRODUCTS

Participants will learn key features of the product, including how to interpret & analyze data to make data-informed decisions.



PRACTICES

Interactive discussions and hands-on opportunities help educators adopt best practices for new models of teaching and learning.



PERSONALIZATION

Our professional development specialists partner with you to deliver content aligned to your instructional goals.

FLEXIBLE OPTIONS TO FIT YOUR NEEDS

Our flexible packages include focused professional development for each product with options for virtual or onsite delivery. Packages are adaptable to target each school site or share sessions across the district.

Workshops are designed for up to 25 educators during a 3-hour block. Two workshops can be combined to create a full day of professional development. Targeted Support sessions are designed with flexible timing in mind; thus, the sessions can be delivered in up to 3-hour blocks during grade-level planning periods or other common times, while minimizing the need for substitute coverage.

	FOUNDATIONAL WEBINAR PACKAGE	COMPREHENSIVE WEBINAR PACKAGE	FOUNDATIONAL ONSITE PACKAGE	COMPREHENSIVE ONSITE PACKAGE
MODALITY	Virtual	Virtual	Onsite	Onsite
NUMBER OF EDUCATORS	Up to 25	Up to 25	Up to 25	Up to 25
NUMBER OF SESSIONS	4 webinars (4 sessions)	8 webinars (8 sessions)	2 Onsite days (4 sessions)	4 Onsite days (8 sessions)
FOCUS	Program Leaders Getting Started	Program Leaders Getting Started Next Steps Targeted Support	Program Leaders Getting Started	Program Leaders Getting Started Next Steps Targeted Support

Focused Professional Development



Thorough, high-quality professional development is a fundamental element in meeting your implementation goals, supporting your educators and students, and maximizing overall achievement. Edgenuity's full suite of professional development offerings provides targeted content in an engaging and interactive format for each Edgenuity product line.

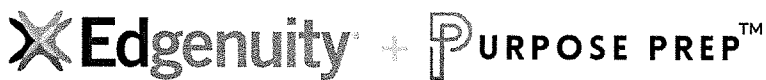


Professional Development sessions are organized into four categories. From program leader to educator sessions, participants will discover key features to get started, learn how to interpret and analyze data to make data-informed decisions, and explore deeper learning opportunities with tailored content to reach users with differing experience levels.

Click on a button below to jump to professional development sessions in a specific category.



Click the Edgenuity + Purpose Prep logo below to jump to professional development sessions focused on social-emotional learning.



Edgenuity's Purpose Prep Social-Emotional Learning Professional Development prepares educators to implement SEL curriculum at their schools and in the classroom.

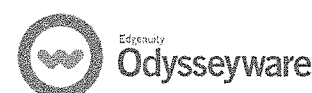
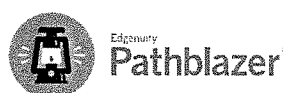
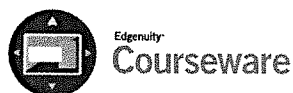
ON-DEMAND PROFESSIONAL DEVELOPMENT

Click the logo below to jump to on-demand professional development courses in KnowEdge Academy.



Edgenuity's KnowEdge Academy provides educators with access to on-demand, self-paced courses to get started and build confidence throughout the year.

Professional Development Sessions



Program Leaders Path to Success	
Program Administrator Workshop Leaders Data Management and Progress Monitoring Leaders Foundations in the 21st Century Classroom Leaders Management in the 21st Century Classroom Mid-Year Data Review and Implementation Strategy End-of-Year Best Practices	Leaders Introduction & Overview Academic Integrity- Policies and Procedures Data Management Best Practices Summer School Set Up and Success Program Transition Success Leaders Course Customization Workshop *
Getting Started Workshops For Educators	
Getting Started with Edgenuity Introduction to Data Metrics and Monitoring Virtual Teaching and Learning	Course Customization I * Thin Common Cartridge Overview *
Next Step Workshops for Educators	
Data Management and Progress Monitoring I Data Management and Progress Monitoring II Foundations in the 21st Century Classroom Management in the 21st Century Classroom Data-Based Coaching	Virtual Teaching and Learning Blended Learning in the 21st Century Classroom I Blended Learning in the 21st Century Classroom II Special Populations Success Course Customization II *
Targeted Support	
Academic Integrity- Policies and Procedures Introduction to Blended Learning Blended Learning Structure Blended Learning Online Content Blended Learning Best Practices and Success Strategies Blended Learning Progress Monitoring and Data Classroom Management- Structures and Routines Conference with Confidence Data Analysis and Next Step Data Chats Data Management Best Practices End of Year Best Practices Goal Setting and Progress Monitoring Office Hours Program Transition Success Special Populations Success	Strategies for Student Success Student Motivation and Engagement Summer School Set Up and Success Test Prep with Success Virtual Teaching: Synchronous Learning Virtual Teaching: Asynchronous Teaching Virtual Learning: Formative and Informative Assessments Advanced Product Tips and Tools Course Customization Best Practices * Building Assignments and Assessments in Pathblazer * Specialized Program- MyPath * Specialized Program- Advanced Placement Courses * Specialized Program- Powerspeak World Languages * Specialized Program- Virtual Tutor Test Prep * Specialized Program- Thin Common Cartridge *

* These sessions are not product agnostic and only apply to certain product lines.

Professional Development Sessions:

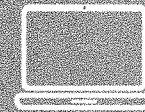
Program Leaders Path to Success *Audience: Leaders*



Session Title	Description
Program Administrator Workshop	This session will prepare leaders to have conversations addressing district and school-based overall implementation goals. Leaders will understand the tools and settings of the platform and create supporting policies and collateral around usage goals. Leaders will set up the platform to be ready for end-user product training and student usage.
Leaders Data Management and Progress Monitoring	This session will prepare leaders to identify and examine engagement, progress, and achievement data metrics, run key reports, and analyze district- or school-level data, as well as course and individual student data. Leaders will discover how to create targeted goals and implement them on a district and school level. Success strategies for students at the district, school, and classroom levels and learning about data chat-conferencing and establishing a best practice schedule for reporting will be introduced.
Leaders Foundations in the 21st Century Classroom	This session will support leaders by learning about and analyzing student motivation and engagement. Participants will discuss policies, procedures, and expectations for student-led goal setting and achievement at the district or school level. They will be introduced to key reports and progress monitoring tools to analyze data and plan an initiative to include best practice conferencing.
Leaders Management in the 21st Century Classroom	This session equips leaders to review district- and school-level implementation goals, check progress, and develop and evaluate academic integrity policies and procedures for the district or school. Participants will learn about and establish district- or building-level structures and routines to support online learners.
Mid-Year Data Review and Implementation Strategy	This session will empower leaders to learn about important and necessary updates for mid-year data management. Participants will manage enrollments for mid-year, update existing and new courses, and discover important mid-year data management best practices for student and educator accounts.
End-of-Year Best Practices	This session will support leaders in critical steps for end-of-year data management. Steps will include verifying user permissions, enrollment management, course management, managing student accounts, managing educator accounts, and updating the district calendar.
Leaders Introduction and Overview	This session builds a solid understanding of both teacher and student experiences and includes key steps for starting the first few months with success. Leaders will learn how to manage district or school platforms, student and educator accounts, courses, and enrollments. They will identify reports to track and monitor student success and discover district- and school-level best practices and implementation strategies.
Academic Integrity – Policies and Procedures	This session will prepare leaders to identify an acceptable policy for user behavior in online learning, form strategies to prevent cheating and plagiarism, and develop and evaluate district- or school-level academic integrity policies and procedures. Leaders will understand how to utilize reports and progress monitoring tools to analyze and increase student accountability.
Data Management Best Practices	This session will support leaders in identifying and examining data metrics for the district, schools, and students. Leaders will learn how to run key reports, analyze group and individual data, and identify how to use the data to form targeted goals and select success strategies.
Summer School Set-Up and Success	This session focuses on the key steps to prepare and get started with summer school successfully. Leaders will gain a solid understanding of teacher and student experiences, focusing on managing students and courses, data points to monitor, and how to use data to target learning loss and accelerate student growth. This session will be tailored to support your summer program implementation and goals.
Program Transition Success	This session will equip leaders to implement a new program and/or run multiple programs at once, identify “getting started” procedures and training, and determine best practices for student success.
Leaders Course Customization Workshop	This session will guide leaders to determine which courses and levels are appropriate for district- or school-level customization. Leaders will examine course structures and customization tools and participate in a guided course customization practice at the course level and for individual students. An important part of the training will be planning and building customizations and understanding best practices for rolling out and implementing customized courses. *This session only applies to Courseware, Odysseyware, and Pathblazer.

Professional Development Sessions:

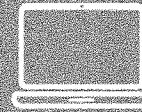
Getting Started Workshops For Educators *Audience: Educators*



Session Title	Description
Getting Started with Edgenuity	This session builds a solid understanding of Edgenuity's essential features by exploring student and educator experiences. Participants will learn how to manage courses and student accounts and identify the different ways to use data to drive student engagement, progress, and achievement. They will walk away with the initial tools needed to begin using Edgenuity.
Introduction to Data Metrics and Monitoring	This session dives into engagement, progress, and achievement metrics. Participants will discover key reports, learn how to identify learning gaps in both group and individual data, and leave equipped with monitoring strategies and steps for student goal setting.
Virtual Teaching and Learning I	This session will arm educators with new strategies and resources for engaging students in virtual instruction. Participants will be introduced to synchronous and asynchronous tools, integration with the Edgenuity platform, and best practices for student engagement.
Course Customization I *	This session will help educators plan and begin building customized courses by guiding with best practices for individual- and course-level customizations. Educators will examine course structures and customization tools and participate in guided course customization practice. *This session only applies to Courseware, Odysseyware, and Pathblazer.
Thin Common Cartridge Overview *	This session provides insight into Edgenuity's Teacher-Powered Technology and provides tips for using Edgenuity content to seamlessly integrate with innovative technology tools such as Canvas, Schoology, and Clever.

Professional Development Sessions: Next Step Workshops for Educators

Audience: Educators



Session Title	Description
Data Management and Progress Monitoring I	This session provides a hands-on opportunity for educators to review engagement, progress, and achievement data metrics using school data. Participants will run key reports to analyze group and individual data to identify learning gaps and trends, form targeted goals, select success strategies for students, and learn steps for data chat-conferencing. *Recommended at least 30 days after the implementation begins to ensure educators have their own student data to analyze.
Data Management and Progress Monitoring II	This session will equip educators to analyze actual student data metrics in various key reports for groups and individual students. Success strategies and specific tools for support and identifying data-driven teaching strategies to address specific learning needs will be highlighted. Hands-on opportunities to plan and implement data routines to track engagement, monitor progress, and measure achievement will leave educators feeling confident accessing reports and interpreting data to make learner-centered and data-informed decisions. *Prerequisite: Data Management and Progress Monitoring I.
Foundations in the 21st Century Classroom	This session analyzes student motivation and engagement. Educators will acquire steps for student-led goal setting and expectations for achievement. Participants will review reporting and progress monitoring tools to analyze data and learn how to implement best practice conferencing.
Management in the 21st Century Classroom	This session delves into implementation goals and how to meet them effectively. Educators will develop and evaluate academic integrity policies and procedures, establish structures and routines to support online learners, and examine data and reports that inform conferencing and successful strategies to guide student progress.
Data-Based Coaching	This session provides a hands-on look at school data as well as processes for assisting educators with using that data to make instructional decisions to assist students and increase student achievement.
Virtual Teaching and Learning II	This session will provide an overview of summative and formative strategies and resources, progress monitoring tools, and best practices for the virtual classroom.
Blended Learning in the 21st Century Classroom I	This session will help educators focus on planning and improving the blended learning classroom by exploring structures and models to fit student needs and teaching strengths. Educators will learn about Edgenuity content and how to leverage unit and lesson planning, course customization, and managing course options, plus important tools and best practices to begin or refresh the blended learning classroom.
Blended Learning in the 21st Century Classroom II	This session will focus on implementing and analyzing the blended learning classroom. Educators will dig into best practices and success strategies for organizing the blended program, teacher transformation, and the important role of students while learning how to analyze data and make instructional decisions to ensure student progress and achievement.
Special Populations Success in the 21st Century Classroom	This session arms educators with student tools and strategies to support the needs of exceptional student populations. Educators will learn how course customization can be used to accommodate and individualize curriculum for special populations. Participants will identify progress monitoring best practices and specific data metrics to pinpoint student strengths and deficiencies for specialized students. In addition, they will discover how to set and track goals to increase student success.
Course Customization II *	This session guides educators through reviewing and auditing existing course customizations. Educators will plan and build new courses and/or edit existing customizations, assess current processes for customizing courses, and implement best practices based on findings. *This session only applies to Courseware, Odysseyware, and Pathblazer.

Professional Development Sessions:

Targeted Support Audience: Educators



Session Title	Description
Academic Integrity – Policies and Procedures	This session will prepare educators to identify acceptable policies for user behavior in online learning. Educators will explore strategies to prevent cheating and plagiarism, develop and evaluate academic integrity policies in the classroom, and utilize reports and progress monitoring tools to analyze and increase student accountability.
Introduction to Blended Learning	This session builds a solid understanding of the benefits of blended learning for administrators, teachers, and students. Educators will learn important steps and components of a successful blended learning program, including where to start, how to train staff, and how to evaluate the effectiveness throughout implementation.
Blended Learning Structure	This session will arm educators with best practices to plan and improve the blended learning classroom by exploring structures and models to fit student needs and teaching strengths. Educators will utilize the take-away resource to examine and identify or review and improve the blended learning classroom structure.
Blended Learning Online Content	This session will provide important tools and best practices to begin or refresh a blended learning classroom. Educators will learn about Edgenuity content and how to leverage unit and lesson planning, course customization, and managing course options.
Blended Learning Best Practices and Success Strategies	This session delves into implementing and analyzing the blended learning classroom. Educators will dive into best practices and success strategies for organizing a blended program, teacher transformation, and the important role of students. This session will provide a hands-on opportunity to view exemplars and share expertise and experience with other educators.
Blended Learning Progress Monitoring and Data	This session will equip educators to analyze data reports and make instructional decisions to increase student engagement, progress, and achievement in a blended learning classroom.
Classroom Management – Structures and Routines	This session will help educators establish structures and routines to support online learners. Educators will examine data and reports that inform conferencing and identify successful strategies to guide student progress.
Conference with Confidence	This session will provide actionable steps for successful student-teacher conferences. Educators will review data and reports to inform conferencing sessions and identify success strategies for students.
Data Analysis and Next Step Data Chats	This session delves into how to use data to identify trends and conduct longitudinal analysis. Educators will run key reports to analyze group and individual data, form targeted goals, select success strategies for students, and learn best practices and steps for data chat-conferencing. *Prerequisite: Data Management Best Practices or Data Management and Progress Monitoring I.
Data Management Best Practices	This session will prepare educators to identify and examine data metrics. Educators will learn how to run key reports to analyze group and individual data and use data to form targeted goals and select success strategies for students.
End of Year Best Practices	This session empowers educators to utilize reports and monitoring tools to analyze year-end data. Educators will learn best practice end-of-year procedures, review yearly growth, and plan for the next year.
Goal Setting and Progress Monitoring	This session will help educators acquire steps for student-led goal setting and expectations for achievement. Educators will utilize progress-monitoring tools to track and increase student success.
Office Hours	This session is planned collaboratively with the school to meet the needs of implementation goals and address questions that teachers or leaders have at each implementation stage. We tailor sessions to address site or classroom-level topics and issues, support new users, dive into new features, all to support success.

Professional Development Sessions:

Targeted Support, continued *Audience: Educators*



Session Title	Description
Program Transition Success	This session guides educators through implementing a new program and/or run multiple programs at once. Educators will identify “getting started” procedures and training and learn best practices for student success.
Special Populations Success	This session equips educators with student tools and strategies to support the needs of exceptional student populations. Educators will discover options for course customization that may be used to accommodate and individualize curriculum for special populations. An overview of data metrics and progress monitoring best practices will help educators identify student strengths and deficiencies.
Strategies for Student Success	This session will review goal setting and progress monitoring. Educators will run key reports, analyze group and individual data, determine targeted goals, and select success strategies for students.
Student Motivation and Engagement	This session will analyze practices and strategies for student motivation and engagement. Educators will utilize reports and progress-monitoring tools to analyze and increase student engagement data.
Summer School Set-Up and Success	This session builds a solid understanding of the student and educator experiences. Educators will learn how to manage students and courses, identify key reports and progress-monitoring tools, and understand best practices and routines for summer school.
Test Prep with Success	This session will focus on best practices in preparing students for high-stakes state and national exams. Educators will understand the setup and management of test prep courses.
Virtual Teaching: Synchronous Learning	This session provides strategies, tips, and resources to connect with students synchronously using Edgenuity, web 2.0 tools, and best practices for student engagement.
Virtual Teaching: Asynchronous Learning	This session provides strategies, tips, and resources to connect with students asynchronously using Edgenuity, web 2.0 tools, and best practices for student engagement.
Virtual Learning: Formative and Informative Assessments	This session will discuss assessment tools and strategies that can be used to monitor student progress and increase student achievement in both synchronous and asynchronous virtual classrooms.
Advanced Product Tips and Tools	This session prepares educators to utilize key program features and tools to increase usability and functionality. Educators will identify best practice reporting and progress-monitoring procedures.
Course Customization Best Practices *	This session will guide educators through a course-customization tutorial. Educators will examine course structures and customization tools, evaluate master report data metrics to inform instructional decision-making, and understand best practices for individual- and course-level customizations. *This session only applies to Courseware and Odysseyware.
Building Assignments and Assessments in Pathblazer	This session will explore district- and school-created assignments. Educators will learn how to edit and create custom standards-based assignments and assessments. *This session only applies to Pathblazer.

Professional Development Sessions:

Targeted Support, continued Audience: Educators



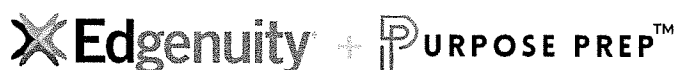
Session Title	Description
Specialized Program – MyPath *	This session prepares educators to add MyPath to an existing Edgenuity implementation successfully. Educators will experience MyPath as both a student and an educator, understand the MyPath process of assessment and assignment of individualized learning paths (ILPs), and analyze key data to monitor student progress and drive instruction. *This session only applies to MyPath.
Specialized Program – Advanced Placement Courses *	This session guides educators through adding Advanced Placement courses to an existing Edgenuity implementation successfully. Educators will understand the student experience in AP courses, explore unique features and best practices for implementing AP courses, and identify procedures and strategies for data reporting and progress monitoring.
Specialized Program – World Languages *	This session will prepare educators to add World Language courses to an existing Edgenuity implementation successfully. Educators will understand the student experience in the World Language courses, explore unique features and best practices for implementing PowerSpeak World Languages, and identify procedures and strategies for grading student work, data reporting, and progress monitoring. *This session only applies to World Language courses.
Specialized Program – Virtual Tutor Test Prep *	This session will guide educators through adding Virtual Tutor courses to an existing Edgenuity implementation successfully. Educators will understand the student experience in Edgenuity Virtual Tutor test prep courses, explore unique features and best practices for implementing Virtual Tutor courses, and identify procedures and strategies for data reporting and progress monitoring. *This session only applies to Virtual Tutor courses.
Specialized Program – Thin Common Cartridge *	This session provides insight into Edgenuity’s Teacher-Powered Technology and provides tips for using Edgenuity content to seamlessly integrate with innovative technology tools such as Canvas, Schoology, and Clever. *This session only applies to Courseware integration within common cartridge.

Professional Development Sessions: Edgenuity Purpose Prep



IMPACTFUL PROFESSIONAL DEVELOPMENT FOR SEL

Professional Development is a critical foundation to a successful SEL implementation. Educators need support as they engage with the specialized content and topics. Many teachers report that they don't feel confident addressing SEL issues. Our robust library of SEL professional development ensures that your staff can access the curriculum and tools they need to support students in their SEL journeys.



Program Leader Workshops

- SEL Curriculum Training
- Building an SEL Culture in Your District/School
- Youth Mental Health
- Implementation Review and Support

Getting Started Workshops For Educators

- SEL Curriculum Training
- SEL Culture in your Classroom
- Refreshing and Restoring

Next Step Workshops for Educators

- Adult SEL - High Impact Leaders
- Young Learners
- Organizational Development
- Introductory Parent, Community, & Caregiver Launch
- Introductory Student Launch

Targeted Support

- Trauma Informed
- Intervention: MTSS/RTI/PBIS
- Office Hours
- Restorative Justice
- Erin's Law

Professional Development Sessions: Edgenuity Purpose Prep, cont.



Program Leaders Path to Success <i>Audience: Leaders</i>	
Session Title	Description
Program Leader SEL Curriculum Training	This session will introduce leaders to the foundations of social-emotional learning. Program administrators will learn to navigate the Edgenuity LMS and discuss implementation models tailored to the individual school or district.
Building an SEL Culture in Your District/School	In this session, leaders will discover clear action steps to build and maintain an SEL culture, both in the district or school and within the community.
Youth Mental Health	This session will prepare leaders with communication strategies to identify and confront the mental health challenges facing youth. Specific state mandates will be included if applicable to the state of the district/school.
Implementation Review and Support	This session enables leaders to review district or school data and usage, analyze areas for improvement, and discuss implementation successes.

Getting Started Workshops for Educators <i>Audience: Educators</i>	
Session Title	Description
SEL Curriculum Training	This session introduces educators to the foundations of social-emotional learning and acquaints them with the content from both the student and educator perspectives. Participants will learn how to manage the Edgenuity LMS, including student accounts, courses, and data reports. Educators will explore implementation models to meet the goals of the school and classroom.
SEL Culture in Your Classroom	In this session, educators will learn practices and routines designed to help students begin SEL discussions in individual classrooms and foster a learning environment rich in SEL awareness.
Refreshing and Restoring	This session focuses on reconnecting educators with their passion and purpose as a teacher. Participants will dig into the importance of their role in students' lives and leave refreshed and restored to serve their school and students effectively.

Professional Development Sessions: Edgenuity Purpose Prep, cont.



Edgenuity + PURPOSE PREP™

Next Step Workshops for Educators <i>Audience: Educators</i>	
Session Title	Description
Adult SEL – High Impact Leaders	This session provides professional development in leadership and self-care, which will equip educators to serve their schools and students better.
Young Learners	This session introduces educators to steps and best practices to build a social-emotional learning environment with young students in grades K-5.
Organizational Development	This session guides educators to look at their school or district's organizational structure and the influence and impact it has on social-emotional culture within the school or organization.
Introductory Parent, Community, & Caregiver Launch	In this session, an Edgenuity professional development specialist will help educators plan, communicate, and celebrate the launch of the school's SEL program with parents, caregivers, and the community leading to larger community buy-in.
Introductory Student Launch	In this session, an Edgenuity professional development specialist will work with the school to provide a high-energy kickoff for students designed to generate excitement about SEL and its impact.

Targeted Support Sessions <i>Audience: Educators</i>	
Session Title	Description
Trauma-Informed	This session uses trauma-informed education to help counselors and educators more effectively assist students who have experienced trauma.
Intervention: MTSS/RTI/PBIS	This session breaks down the three models of MTSS, RTI, and PBIS with specificity to the school or district and showcases Purpose Prep SEL curriculum alignments.
Office Hours	This session is planned collaboratively with the school to meet the needs of implementation goals and address questions that teachers or leaders have at each implementation stage. We tailor sessions to address site or classroom-level topics and issues, support new users, dive into SEL features, all to support success.
Restorative Justice	This session shares best practices for transforming disciplinary policy within the school from punitive to restorative and fostering a culture of SEL.
Erin's Law	This session teaches educators about Erin's Law and how to fulfill its requirements using the Purpose Prep SEL curriculum with students.

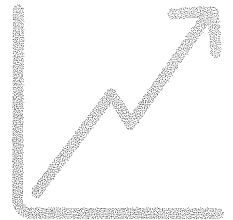


EMPOWERING EDUCATORS WITH ON-DEMAND PROFESSIONAL DEVELOPMENT

KnowlEdge Academy provides convenient access to on-demand, asynchronous courses that support your Edgenuity implementation through self-paced professional learning. Courses incorporate best practices, including those defined by Andragogy adult learning theory. Learning is self-directed and builds on past experiences. It allows learners to define personalized, practical integration of their learning and provides opportunities for guided practice prior to classroom application.

POWER UP PROFESSIONAL DEVELOPMENT

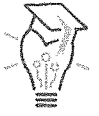
KnowlEdge Academy asynchronous, self-directed learning pairs perfectly with synchronous, personalized professional development, so educators benefit from the best of both learning approaches. These flexible options help address common challenges schools often face with reduced time for traditional professional development, teacher turn-over and new staff, and more.



STANDARD AND PREMIUM ACCESS OPTIONS

Standard access includes our growing library of courses built to optimize your Edgenuity implementation. From getting started to managing data, educators have access to the professional learning they need to gain confidence and increase student outcomes. Premium access includes all courses in our standard access library, plus our courses are designed to extend personal professional learning beyond your Edgenuity programs.

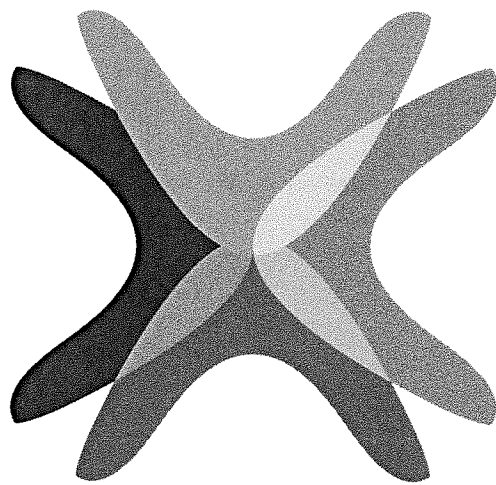
KnowlEdge Academy Standard Courses	
Courseware: Getting Started for Educators	Courseware: Data Management & Progress Monitoring for Educators
Pathblazer: Getting Started for Educators	Pathblazer: Data Management & Progress Monitoring for Educators
Odysseyware: Getting Started for Educators	Odysseyware: Data Management & Progress Monitoring for Educators
The Art of Teaching Digitally	
KnowlEdge Academy Premium Courses	
Purpose Prep Educator SEL Level 1	
Purpose Prep Educator SEL Level 2	
Purpose Prep Educator SEL Level 3	
Look Deeper: Race Getting Started for Educators	



KnowlEdge Academy Standard <i>Audience: Educators</i>	
Session Title	Description
Courseware: Getting Started for Educators	This course introduces educators to the essential skills needed to begin implementing Edgenuity Courseware on the first day with students. From managing students and courses to monitoring progress and understanding data reports, this course helps teachers get more comfortable with Edgenuity by creating opportunities to practice before applying your new knowledge.
Odysseyware: Getting Started for Educators	This course introduces educators to the essential skills needed to begin implementing Edgenuity Odysseyware on the first day with students. From managing students and courses to monitoring progress and understanding data reports, this course helps teachers get more comfortable with Odysseyware by creating opportunities to practice before applying your new knowledge.
Pathblazer: Getting Started for Educators	This course introduces educators to the essential skills needed to begin implementing Edgenuity Pathblazer on the first day with students. From managing students and assignments/learning paths to monitoring progress and understanding data reports, this course helps teachers get more comfortable with Pathblazer by creating opportunities to practice before applying your new knowledge.
Courseware: Data Management & Progress Monitoring for Educators	This course focuses on data which is a powerful tool in helping educators enhance student growth and achievement, target areas of need for intervention, and make instructional decisions. Progress monitoring is key in helping educators utilize data to continually evaluate each student's level of engagement, progress, and achievement. In this interactive Data Management and Progress Monitoring course, educators will take a deeper dive into Courseware data reports and learn how to make plans and decisions driven by data.
Odysseyware: Data Management & Progress Monitoring for Educators	This course focuses on data which is a powerful tool in helping educators enhance student growth and achievement, target areas of need for intervention, and make instructional decisions. Progress monitoring is key in helping educators utilize data to continually evaluate each student's level of engagement, progress, and achievement. In this interactive Data Management and Progress Monitoring course, educators will take a deeper dive into Odysseyware data reports and learn how to make plans and decisions driven by data.
Pathblazer: Data Management & Progress Monitoring for Educators	This course focuses on data which is a powerful tool in helping educators enhance student growth and achievement, target areas of need for intervention, and make instructional decisions. Progress monitoring is key in helping educators utilize data to continually evaluate each student's level of engagement, progress, and achievement. In this interactive Data Management and Progress Monitoring course, educators will take a deeper dive into Pathblazer data reports and learn how to make plans and decisions driven by data.
The Art of Teaching Digitally	This course gives educators critical supports to integrate technology more successfully into their classrooms, facilitate online courses, and support blended learning initiatives. This introductory course designed specifically for teachers incorporates real-life applications of digital teaching strategies. It includes a variety of interactive lessons, projects, and assessments.



KnowlEdge Academy Premium <i>Audience: Educators</i>	
Session Title	Description
Purpose Prep Educator SEL Level 1	This Level 1 Purpose Prep Educator Social-Emotional Learning session is the first of three adult learner training sessions, composed of 4 courses. This first course focuses on personal growth, life strategy, the calling, and self-esteem. A level 1 badge will be awarded upon completion.
Purpose Prep Educator SEL Level 2	This Level 2 Purpose Prep Educator Social Emotional Learning session is the second of three adult learner training sessions, composed of 4 courses. This second course focuses on complete health, connection, meaning, and experience. A level 2 badge will be awarded upon completion.
Purpose Prep Educator SEL Level 3	This Level 3 Purpose Prep Educator Social Emotional Learning is the third of three adult learner training sessions, composed of 4 courses. This third course focuses on TWS (Thoughts, Words & Silence), identity, contribution, and transformation. A level 3 badge will be awarded upon completion. *Purpose Prep Educator SEL Certificate of Completion will be earned after all three courses are completed.
Look Deeper: Race Getting Started for Educators	This course introduces educators to the essential skills needed to begin implementing and facilitating the Look Deeper: Race course with students. Educators will learn about the Edgenuity LMS and dig into the Look Deeper: Race course content. The training includes key advice and best practices shared by PointMade Learning leaders about bringing the course to students, the school, and the community.



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